City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda

City Council

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

Tuesday, January 12, 2016 **6:00 PM** **Council Chambers**

Voting Meeting

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

CALL TO ORDER

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

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

CITIZEN COMMENTS

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

APPROVAL OF THE MINUTES OF DECEMBER 8, 2015 VOTING MEETING AND DECEMBER 15, 2015 SPECIAL VOTING MEETING

1. 15-818 APPROVAL OF THE MINUTES OF DECEMBER 8, 2015 VOTING MEETING AND DECEMBER 15, 2015 SPECIAL VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

Attachments: Meeting Minutes of December 8, 2015

Meeting Minutes of December 15, 2015

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. Items on the consent agenda are intended to be acted upon in one motion unless the Council wishes to hear any of the items separately.

2. 15-812 APPROVE SPECIAL EVENT LIQUOR LICENSES, ARIZONA HAMMERS SOCCER CLUB, INC.
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Application

Calls for Service

3. 15-813 APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN PARISH
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Application

Calls for Service

4. 15-814 APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN COUNCIL 11738 KNIGHTS OF COLUMBUS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Application

Calls for Service

5. 15-824 APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS COUNCIL 7114
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Application

Calls for Service

6. 15-826 APPROVE LIQUOR LICENSE NO. 5-18497, OM FOOD & GAS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Map

Calls for Service

7. 15-827 APPROVE LIQUOR LICENSE NO. 5-18373, NOSH
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Map

Calls for Service

8. 15-811 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF INDUSTRIAL AND MRO SUPPLIES FROM WEST-LITE SUPPLY CO., INC.

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

Attachments: Linking Agreement

9. 15-844 AMENDMENT #2 TO CONTRACT C-9241 EMERGENCY HOME REPAIR PROGRAM ADMINISTERED BY HABITAT FOR HUMANITY CENTRAL ARIZONA
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Amendment #2 to Subrecipient Contract

10. 15-846 AUTHORIZATION TO RELOCATE THE CITY COUNCIL WORKSHOPS TO THE CITY COUNCIL CHAMBERS
Staff Contact: Jennifer Campbell, Assistant City Manager

11. 15-816 AUTHORIZATION TO RATIFY THE EXPENDITURE OF FUNDS FOR MONTHLY PAYMENTS MADE TO MARICOPA COUNTY FOR PRISONER DETENTION SERVICES AND PROVIDE EXPENDITURE AUTHORIZATION FOR FUTURE PAYMENTS NECESSARY IN FISCAL YEAR 2015-16
Staff Contact: Debora Black, Police Chief

12. 15-837 AUTHORIZATION TO RATIFY THE EXPENDITURE OF FUNDS FOR PAYMENT OF REQUIRED UPGRADES AND QUARTERLY OPERATING AND MAINTENANCE COSTS, AND PROVIDE EXPENDITURE AUTHORIZATION FOR FUTURE PAYMENTS NECESSARY IN FISCAL YEAR 2015-16 FOR THE REGIONAL WIRELESS COOPERATIVE
Staff Contact: Debora Black, Police Chief

13. 15-836 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE ASSOCIATES CONSULTING ENGINEERS, DOING BUSINESS AS DIBBLE ENGINEERING, AND APPROVE THE EXPENDITURE OF FUNDS FOR ARROWHEAD RANCH SEWER LINE AND MANHOLE REHABILITATION (PHASE I)
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Professional Services Agreement

14. 15-823 AUTHORIZATION FOR A BUDGET APPROPRIATION CONTINGENCY TRANSFER TO CAPITAL PROJECTS BUILDING MAINTENANCE RESERVE FOR VARIOUS CRITICAL OR SAFETY-RELATED REPAIR AND REPLACEMENT PROJECTS AT CITY FACILITIES
Staff Contact: Jack Friedline, Director, Public Works

Attachments: FY 15-16 Building Maintenance Capital Repair and Replacement Projects

15. 15-825 AWARD OF BID 15-71 TO WESCO DISTRIBUTION FOR THE SUPPLY OF LIGHT EMITTING DIODE (LED) STREETLIGHT LUMINAIRES
Staff Contact: Jack Friedline, Director, Public Works

Attachments: IFB 15-71 Offer Acceptance

Bid Tabulation Sheet

16. 15-828 AUTHORIZATION FOR THE RATIFICATION OF EXPENDITURES WITH

ACCESS SECURITY SYSTEMS INTERNATIONAL, INC., FOR SECURITY AND FIRE ALARM MONITORING AND MAINTENANCE SERVICES
Staff Contact: Jack Friedline, Director, Public Works

17. 15-829 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF OFF ROAD EQUIPMENT CUTTING EDGES AND CUTTING TOOL ATTACHMENTS WITH BRANCO MACHINERY CO.
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Linking Agreement

18. 15-830 AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF STREETLIGHT MONITORING NODES (PHOTOCELLS) FROM ACUITY BRANDS LIGHTING, INC., DOING BUSINESS AS HOLOPHANE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Sole Source Request

19. 15-831 AWARD OF BID 15-71 TO BORDER STATES ELECTRIC FOR THE SUPPLY OF HIGH PRESSURE SODIUM (HPS) AND LIGHT EMITTING DIODE (LED) STREETLIGHT LUMINAIRES
Staff Contact: Jack Friedline, Director, Public Works

Attachments: IFB15-71 Offer Acceptance

Bid Tabulation Sheet

CONSENT RESOLUTIONS

20. 15-819 RESOLUTION 5055: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 5145 WEST ORANGEWOOD AVENUE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5055

Communications Site License Agreement

Standardized Fees for Distributed Antenna System

21. 15-820 RESOLUTION 5056: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7771 NORTH 49TH AVENUE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5056

Communications Site License Agreement

Standardized Fees for Distributed Antenna System

22. 15-821 RESOLUTION 5057: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT

WITHIN PUBLIC RIGHT-OF-WAY AT 7100 WEST HILLCREST BOULEVARD
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5057
Communications Site License Agreement
Standardized Fees for Distributed Antenna System

23. 15-815 RESOLUTION 5058: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, UNIVERSITY OF ARIZONA AND NORTHERN ARIZONA UNIVERSITY FOR STUDENT EDUCATIONAL OPPORTUNITIES
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Attachments: Resolution 5058
Master Student Placement Agreement (IGA)

24. 15-843 RESOLUTION 5059: AUTHORIZATION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LEGACY TRADITIONAL SCHOOL
Staff Contact: Sam McAllen, Director, Development Services

Attachments: Resolution 5059
Development Agreement

25. 15-845 RESOLUTION 5060: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR FY 15-16 HOME INVESTMENT PARTNERSHIPS PROGRAM
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Resolution 5060
Intergovernmental Agreement

26. 16-010 RESOLUTION 5061: AUTHORIZATION TO ENTER INTO A TEMPORARY LICENSE AGREEMENT FOR PARKING WITH BETHANY 101, LLC FOR THE USE OF 10 ACRES AT THE SOUTHWEST CORNER OF BETHANY HOME ROAD AND THE 95TH AVENUE ALIGNMENT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5061
License Agreement (Parking)

ORDINANCES

27. 15-842 ORDINANCE 2972: ADOPT AN ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION), ARTICLE 5 (FINANCIAL AFFAIRS), DIVISION 4 (INVESTMENT OF FUNDS), SECTION 2-186 (INVESTMENT POLICIES; RESPONSIBILITIES) OF THE GLENDALE CITY CODE
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Ordinance 2972

RESOLUTIONS

28. 15-840 RESOLUTION 5062: AMENDMENT TO THE CITY'S INVESTMENT POLICY
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Resolution 5062 with Exhibit 1

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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

Legislation Description

File #: 15-818, **Version:** 1

APPROVAL OF THE MINUTES OF DECEMBER 8, 2015 VOTING MEETING AND DECEMBER 15, 2015 SPECIAL VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Meeting Minutes - Draft

Tuesday, December 8, 2015

6:00 PM

Voting Meeting

Council Chambers

City Council

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

CALL TO ORDER

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

[Councilmember Chavira participated telephonically.]

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

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

The invocation was offered by Pastor Frank Sandell from the Arizona National Guard.

Mayor Weiers introduced and recognized the City's new Fire Chief, Terry Garrison.

CITIZEN COMMENTS

Joy (no last name given), a Sahuaro resident, spoke about the ADOT trucks in her area. She said the trucks were contracted and were possibly being driven by non-Americans. She said Channel 15 was out in front of her house harassing her. She spoke about an incident at her college campus where she reported a suspicious person. She spoke about how she interacted with security at the college campus.

James Deibler, a Phoenix resident, spoke about a Dial-a-Ride merging with the west valley Dial-a- Ride to provide better service to people with disabilities. He said this will streamline service to the west valley cities. He wished the Council a Merry Christmas.

APPROVAL OF THE MINUTES OF NOVEMBER 24, 2015 VOTING MEETING

1. 15-801 APPROVAL OF THE MINUTES OF NOVEMBER 24, 2015
Staff Contact: Pamela Hanna, City Clerk

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

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

CONSENT AGENDA

Mr. Richard Bowers, Acting City Manager, said at the request of the Police Department, item number 41 was administratively pulled. He then read agenda item numbers 2 through 32.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 33 through 40 by number and title.

2. 15-760 APPROVE SPECIAL EVENT LIQUOR LICENSES, ARIZONA SPORTS FOUNDATION DBA FIESTA BOWL
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

4. 15-762 APPROVE SPECIAL EVENT LIQUOR LICENSE, COLLEGE FOOTBALL PLAYOFF FOUNDATION
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

5. 15-763 APPROVE SPECIAL EVENT LIQUOR LICENSES, 100 CLUB OF ARIZONA
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

6. 15-809 APPROVE SPECIAL EVENT LIQUOR LICENSES, 100 CLUB OF ARIZONA
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

7. 15-764 APPROVE LIQUOR LICENSE NO. 5-17984, CHOMPIE'S RESTAURANT - ARROWHEAD
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

8. 15-765 APPROVE LIQUOR LICENSE NO. 5-17706, MARKET & SMOKE
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

9. 15-766 APPROVE LIQUOR LICENSE NO. 5-18121, SALT TACOS Y TEQUILA
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

10. 15-803 APPROVE WINE FESTIVAL LICENSES, KEELING SCHAEFER VINEYARDS

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

This agenda item was approved.

11. 15-746 RATIFICATION OF SERVICE LEVEL AGREEMENT FOR COURT COMPUTER HARDWARE AND SOFTWARE APPLICATIONS WITH ARIZONA SUPREME COURT
Staff Contact: Elizabeth Finn, Presiding Judge

This agenda item was approved.

12. 15-749 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SUMMIT ELECTRIC SUPPLY CO., INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF PARTS FOR VARIOUS WATER AND WASTEWATER TREATMENT FACILITIES
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

13. 15-750 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH REDDI SERVICES, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR VACTOR SERVICES AT VARIOUS WATER AND WASTEWATER FACILITIES
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

14. 15-758 AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH MGC CONTRACTORS, INC., FOR DESIGN PHASE SERVICES FOR IMPROVEMENTS AT THE ARROWHEAD RANCH WATER RECLAMATION FACILITY
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

15. 15-780 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE ASSESSMENT OF THE WEST AREA WATER RECLAMATION FACILITY RECHARGE STORAGE
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

16. 15-791 AUTHORIZATION TO AMEND THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, LLC AND APPROVE THE ADDITIONAL EXPENDITURE OF FUNDS TO REPAIR AND IMPROVE THE 42-INCH WATER MAIN NEAR DEER VALLEY ROAD AND 67TH AVENUE
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

17. 15-792 AUTHORIZATION TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH WILSON ENGINEERS, LLC AND APPROVE THE ADDITIONAL EXPENDITURE OF FUNDS TO REPAIR AND IMPROVE THE 42-INCH WATER MAIN NEAR DEER VALLEY ROAD AND 67TH AVENUE
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

18. 15-781 EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF BULLET RESISTANT GLASS LAMINATE FROM CLEAR ARMOR, LLC FOR THE GLENDALE POLICE DEPARTMENT
Staff Contact: Debora Black, Police Chief

This agenda item was approved.

19. 15-782 AUTHORIZATION TO PURCHASE LAPTOPS AND TABLETS WITH THE ASSOCIATED EQUIPMENT AND SERVICES FROM PCS MOBILE, AUTHORIZED RESELLER OF PANASONIC CORPORATION OF NORTH AMERICA, UTILIZING A CITY OF TUCSON COOPERATIVE PURCHASING CONTRACT
Staff Contact: Debora Black, Police Chief

This agenda item was approved.

20. 15-789 AUTHORIZATION TO PURCHASE DRAGON NATURALLYSPEAKING SOFTWARE FROM SHI INTERNATIONAL CORP UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT
Staff Contact: Debora Black, Police Chief

This agenda item was approved.

21. 15-795 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MOTOROLA SOLUTIONS, INC., AND APPROVE THE PURCHASE OF DISPATCH CONSOLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT
Staff Contact: Debora Black, Police Chief

This agenda item was approved.

22. 15-796 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MOTOROLA SOLUTIONS, INC., AND APPROVE THE PURCHASE OF MOBILE RADIOS FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT
Staff Contact: Debora Black, Police Chief

This agenda item was approved.

23. 15-783 POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

24. 15-784 AUTHORIZATION TO INCREASE SPENDING AUTHORITY AND APPROVE AMENDMENT NO. 1 TO THE LINKING AGREEMENT FOR PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT WITH MATLICK ENTERPRISES INC., D.B.A. UNITED FIRE EQUIPMENT COMPANY
Staff Contact: Terry Garrison, Fire Chief

This agenda item was approved.

25. 15-756 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF TWO VEHICLES FROM MIDWAY CHEVROLET COMPANY I, LLC, DOING BUSINESS AS MIDWAY CHEVROLET
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

26. 15-757 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ARIZONA TRAINING & EVALUATION CENTER, INC., FOR OCCUPATIONAL TRAINING AND TEMPORARY STAFFING SERVICES
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

27. 15-759 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF THREE REARLOAD TRUCKS FROM FREIGHTLINER OF ARIZONA, LLC
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

28. 15-767 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF THREE PICKUP TRUCKS FROM COURTESY CHEVROLET
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

29. 15-768 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF FIVE SIDELOAD TRUCKS FROM RUSH TRUCK CENTERS OF ARIZONA, DOING BUSINESS AS RUSH TRUCK CENTER OF PHOENIX

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

30. 15-769 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF 300 GALLON REFUSE CONTAINERS FROM ROTATIONAL MOLDING, INC.
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

31. 15-770 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF ONE FRONTLOAD TRUCK FROM FREIGHTLINER OF ARIZONA, LLC
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

32. 15-776 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF ONE TRACTOR FOR BULK TRASH COLLECTION FROM TITAN MACHINERY, INC.
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

CONSENT RESOLUTIONS

33. 15-771 RESOLUTION 5046: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 5880 WEST BELL ROAD
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5046 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 5880 WEST BELL ROAD IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

This agenda item was approved.

34. 15-772 RESOLUTION 5047: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 5510 WEST CAMELBACK ROAD
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5047 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT

BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 5510 WEST CAMELBACK ROAD IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

This agenda item was approved.

35. 15-723 RESOLUTION 5048: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF HEALTH SERVICES – MASS SHELTERING TENT SYSTEM (CONTRACT NUMBER AGR2015-049)
Staff Contact: Terry Garrison, Fire Chief

RESOLUTION NO. 5048 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF HEALTH SERVICES FOR A GLENDALE FIRE DEPARTMENT MASS SHELTERING SYSTEM.

This agenda item was approved.

36. 15-724 RESOLUTION 5049: AUTHORIZATION TO ACCEPT THE 2015 GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY – GLENDALE FIRE DEPARTMENT RRT SUSTAINMENT GRANT #150807-03
Staff Contact: Terry Garrison, Fire Chief

RESOLUTION NO. 5049 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 150807-03) FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE GLENDALE FIRE DEPARTMENT RRT PROJECT IN THE APPROXIMATE AMOUNT OF $100,000 (ONE HUNDRED THOUSAND DOLLARS) ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

This agenda item was approved.

37. 15-725 RESOLUTION 5050: AUTHORIZATION TO ACCEPT THE 2015 GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) - EOC/ESF AUDIO/VISUAL CONTROL SYSTEM # 150807-02
Staff Contact: Terry Garrison, Fire Chief

RESOLUTION NO. 5050 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 150807-02) FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE EOC/ESF AUDIO/VISUAL CONTROL SYSTEM PROJECT IN THE

APPROXIMATE AMOUNT OF $44,428 (FORTY FOUR THOUSAND FOUR HUNDRED TWENTY EIGHT DOLLARS) ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

This agenda item was approved.

38. 15-790 RESOLUTION 5051: AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH ARIZONA STATE HISTORIC PRESERVATION OFFICE AND MARICOPA COUNTY HOME CONSORTIUM
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 5051 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN AMENDMENT TO THE PROGRAMMIC AGREEMENT BETWEEN THE CITY OF GLENDALE AND THE ARIZONA STATE HISTORIC PRESERVATION OFFICE REGARDING HUD-FUNDED PROGRAM ACTIVITIES.

This agenda item was approved.

39. 15-787 RESOLUTION 5052: INDUSTRIAL COMMISSION OF ARIZONA SELF-INSURANCE RENEWAL AND SECURITY DEPOSIT EXEMPTION
Staff Contact: Jim Brown, Director, Human Resources & Risk Management

RESOLUTION NO. 5052 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REQUESTING EXEMPTION FROM THE REQUIREMENT BY THE INDUSTRIAL COMMISSION OF ARIZONA TO POST SECURITY FOR THE CITY OF GLENDALE'S SELF-INSURED WORKERS' COMPENSATION CLAIMS.

This agenda item was approved.

40. 15-810 RESOLUTION 5053: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOHONO O'ODHAM NATION FOR DETENTION SERVICES
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5053 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOHONO O'ODHAM NATION FOR DETENTION SERVICES.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Turner, seconded by Chavira, to approve the recommended actions on Consent Agenda Item Numbers 2, 4 through 32 and Consent Resolutions 33 through 40. The motion carried by the following vote:

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

3. 15-761 APPROVE SPECIAL EVENT LIQUOR LICENSE, GLENDALE ARTS COUNCIL
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Ms. Rios said this is a request for approval of a special event liquor license for the Glendale Arts Council. She said the event will be held at Sahuaro Ranch Park inside the Fruit Packing Shed on January 8, 2016, from 7 p.m. to 9 p.m. She said the event is a fundraiser for the Annual Art Exhibit.

Councilmember Turner said he has a conflict of interest on this item and will not be participating in the discussion or the vote

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

Aye: 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, and Councilmember Tolmachoff

Recused: 1 - Councilmember Turner

ORDINANCES

41. 15-788 ORDINANCE 2971: ADOPT AN ORDINANCE ADDING SECTION 27-56 TO ARTICLE III DIVISION 2 OF CHAPTER 27 OF THE GLENDALE MUNICIPAL CODE TO IMPOSE REQUIREMENTS ON THE OPERATION OF BOTH MODEL AIRCRAFT AND CIVIL UNMANNED AIRCRAFT SYSTEMS (UAS), COMMONLY KNOWN AS DRONES
Staff Contact: Debora Black, Police Chief

This item was pulled administratively and not heard.

NEW BUSINESS

42. 15-793 AUTHORIZATION TO UTILIZE FORM LICENSE AGREEMENT AS NEEDED TO FACILITATE ANY NECESSARY USE OF CITY PROPERTY FOR COLLEGE FOOTBALL PLAYOFF ACTIVITIES
Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey said this is a form license agreement and is very similar to the type of agreement used during the Super Bowl. He explained the City receives requests right up until the last minute before an event and staff has found it is useful to have a form license agreement in place to recognize those requests. He said the requests are still approved by both the City Manager and the City Attorney's Office. He said Council is just agreeing to the form agreement and the terms and conditions if anyone wants to use city property.

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

by the following vote:

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

43. 15-806 AUTHORIZATION TO ENTER INTO A SETTLEMENT AGREEMENT WITH CONAIR CORPORATION
Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey said this is a settlement agreement between the City and Conair Corporation for a condemnation action. This agreement dates back to 1989 when the City had discussions with regard to the expansion of the runway at the Glendale Municipal Airport. He explained Conair owns property north of the runway on the north side of Glendale Avenue. He said the parties have agreed to a price of $13,250,000 for acquisition of that property. He noted the City has been in control of that property since 2012, and discussions for utilization of that property have been ongoing since 1989. He said just over $5 million has already been paid by the city, and 4 additional payments will be made. The funds will come from the General Fund, but those funds will be reimbursed back because they are eligible for grant funding and the City will be applying for grant funding for runway expansion. He said there is also a development impact fee reimbursement associated with Item 44 for development reimbursement. He said the purpose of that is Conair still owns land out there and there have been discussions about a Conair expansion and there may be reimbursement to Conair for those development fees.

Councilmember Malnar asked for clarification on the date the City took possession, as he thought it was earlier than 2012.

Mr. Bailey said from a legal standpoint, the City filed the condemnation action in 2012, however, dating prior to 2001, the City has stated that was the date of taking, so the City has been using the property since prior to 2001. He said discussions about this property have been ongoing since 1989.

Councilmember Malnar said in essence, the City has had the property since 2001 according to the agreement, and that is why the City is paying the settlement.

Mr. Bailey said one of the challenges was the interest component associated with an award in a condemnation action because the City has had the property for so long.

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

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

44. 15-807 RESOLUTION 5054: AUTHORIZATION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CONAIR CORPORATION
Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey mentioned as a side note that the funding for this agreement was not coming from the General Fund, but was coming from the Transportation Fund and the funds are available.

Mr. Bailey said this development agreement addresses the 45 acres of land remaining that is associated with the settlement agreement. He said the agreement sets forth existing land use rights and Conair will be able to use those development rights per zoning requirements. He said the City will continue to endorse the property as a Foreign Trade Zone and the City will provide a fee waiver in the amount of $676,258. He said those are not development impact fees, but they are development fees. He said there is no obligation for Conair to construct, however, if they do not begin construction by 2019, the City is no longer obligated to pay that amount.

Ms. Hanna read Resolution 5054.

RESOLUTION NO. 5054 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A DEVELOPMENT AGREEMENT WITH CONAIR CORPORATION CONCERNING IMPROVEMENTS AND DEVELOPMENT OF PROPERTY GENERALLY LOCATED AT GLENDALE AVENUE AND GLEN HARBOR BOULEVARD NEAR THE GLENDALE MUNICIPAL AIRPORT; AND DIRECTING THAT THE DEVELOPMENT AGREEMENT BE RECORDED.

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

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

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Tolmachoff, to hold the next regularly scheduled City Council workshop on Tuesday, December 15, 2015 at 1:30 p.m. in Room B-3 of the City Council Chambers, to be followed by an executive session pursuant to ARS 38-431.03, and further moved to vacate the regularly scheduled City Council voting meeting on Tuesday, December 22, 2015, and further moved to hold a regularly scheduled City Council workshop on Tuesday, January 5, 2016 at 1:30 p.m. in Room B-3 of the City Council Chambers, to be followed by an executive session pursuant to ARS 38-431.03. The motion carried by the following vote:

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

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama thanked everyone who participated in the Informational Fair and Clean-Up Event that he and Councilmember Turner co-hosted. He also thanked the staff who helped coordinate the event. He said there was a big turnout. He said a similar event will be held at a location in the Ocotillo District very soon. He wished everyone Happy Holidays.

Councilmember Chavira thanked the Parks and Recreation Department staff and Erik Strunk for the Christmas Giveaway. He said there was a great turnout for the kids.

Councilmember Malnar recognized Earl Baugh from his district who will turn 102 years old tomorrow. He also recognized Alice Catlin also turned 102 years old today. He said he is looking forward to the Glendale Christmas Parade this weekend.

Councilmember Tolmachoff reminded everyone to enjoy Glendale Glitters which runs through January 11, 2016. She reminded Cholla residents tomorrow is the First Annual Cholla District holiday mixer at the Foothills Recreation and Aquatic Center from 7 p.m. to 9 p.m. She encouraged everyone to come and meet their neighbors. She wished staff and residents Happy Holidays and encouraged everyone to stay safe.

Councilmember Turner thanked Councilmember Aldama for including him in his event this past weekend. He announced that the Glendale Arts Council is holding its 53rd Annual Juried Art Show, and they will hold a preview party on January 8, 2016, and the event will run from January 9-24, 2016 at Sahuaro Ranch Park. He wished staff and residents Happy Holidays.

Vice Mayor Hugh wished everyone a Merry Christmas and said he was confident the Rotary Club will win first prize for their float in the Christmas Parade.

Mayor Weiers reminded everyone about the Christmas Parade on December 12, 2015 at 11 a.m. He said there are 130 entries this year and it is a hometown parade. He said local businesses and churches participate in the parade. He said the food drive with Hope for Hunger Food Bank has been successful with over 1,000 boxes of food donated. He said there are also about 9,000 boxes out right now. He reminded everyone that people are hungry all year around. He said many of the City's Department Heads have offered to help with this and he thanked everyone for their participation. He wished everyone a Merry Christmas and a safe New Year.

ADJOURNMENT

Mayor Weiers adjourned the meeting at 6:42 p.m.

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Meeting Minutes - Draft

Tuesday, December 15, 2015

1:00 PM

Special Voting Meeting

Council Chambers

City Council

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

CALL TO ORDER

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

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

CITIZEN COMMENTS

There were no citizen comments.

CONSENT AGENDA

Interim Assistant City Manager Tom Duensing introduced Consent Agenda Item 1.

1. 15-808 AUTHORIZATION TO ENTER INTO A LINE EXTENSION AGREEMENT WITH TOHONO O'ODHAM GAMING ENTERPRISE
Staff Contact: Michael D. Bailey, City Attorney

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

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

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama invited Ocotillo residents to join him for mobile office hours on January 4, 2016 from 5:00 p.m. to 6:30 p.m. at the Glendale Woman's Club. He also said the Council Workshops should be held in the City Council Chambers all the time.

Councilmember Chavira said the Christmas Parade was wonderful. He said he got to see Chief Brunacini, formerly of the Phoenix Fire Department, who reminded him of the slogan "Be Nice". He asked everyone to be nice and wished everyone a Merry Christmas.

Councilmember Malnar wished everyone a Merry Christmas and hoped they enjoy the New Year.

Councilmember Tolmachoff wished staff and residents a Merry Christmas and asked everyone to be safe and to take your time on the roads.

Vice Mayor Hugh said the Christmas Parade was great. He wished everyone a Merry Christmas. He agreed with Councilmember Aldama that the Workshop Meetings should be held in the City Council Chambers.

Mayor Weiers said the Christmas Parade had a great turnout and the parade continues

to grow year after year. He wished everyone a Merry Christmas and a blessed Happy New Year.

ADJOURNMENT

Mayor Weiers adjourned the meeting at 1:07 p.m.

File #: 15-812, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSES, ARIZONA HAMMERS SOCCER CLUB, INC.
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of three special event liquor licenses for the Arizona Hammers Soccer Club, Incorporated submitted by Michelle Lynn Widney. These events will be held at the University of Phoenix Stadium's North Lot located at 1 North Cardinals Drive. The purpose of these special event liquor licenses is for fundraising at the Cardinals football playoff game tailgate events on Saturday, January 16, Sunday, January 17 and Sunday, January 24, 2016 from 8 a.m. to 11:30 p.m.

Background Summary

The University of Phoenix Stadium is zoned PAD (Planned Area Development) and located in the Yucca District. If these applications are approved, the total number of special event liquor licenses issued at this location will be three of the allowed 12 events per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY

Event date(s): _____

Event time start/end: _____

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= $25.00 per day for 1-10 days (consecutive)

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

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

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

SECTION 1 Name of Organization: ARIZONA HAMMERS SOCCER CLUB INC

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

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

☑ Charitable (501.C) ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)

☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

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

☐ Yes ☑ No

Name of Business	License Number	Phone (include Area Code)

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

☐ Place license in non-use

☐ Dispense and serve all spirituous liquors under retailer's license

☑ Dispense and serve all spirituous liquors under special event

☐ Split premise between special event and retail location

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

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

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

Address of Location: 1 CARDINALS DRIVE (Street) | GLENDALE (City) | MARICOPA/AZ (County/State) | 85305 (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: WIDNEY (Last) MICHELLE (First) LYNN (Middle) [redacted] (Date of Birth)

2. Applicant's mailing address: [redacted] (Street / City / State / Zip)

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

4. Applicant's email address: _____

SECTION 10

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

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

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

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

Name ARIZONA HAMMERS SOCCER CLUB INC Percentage 25 %
Address PO BOX 1484 (Street) LITCHFIELD PARK (City) AZ (State) 85340 (Zip)

Name ARIZONA CARDINALS FOOTBALL CLUB Percentage 47 %
Address 8701 S. HARDY DRIVE (Street) TEMPE (City) AZ (State) 85284 (Zip)

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

_____ Number of Police 8 Number of Security Personnel ☐Fencing ☑Barriers
Explanation: AREA WILL BE ENCLOSED WITH BARRICADE. AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND AN ALCOHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY GROUP

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	1-16-2016	SAT	8 AM	11:30 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

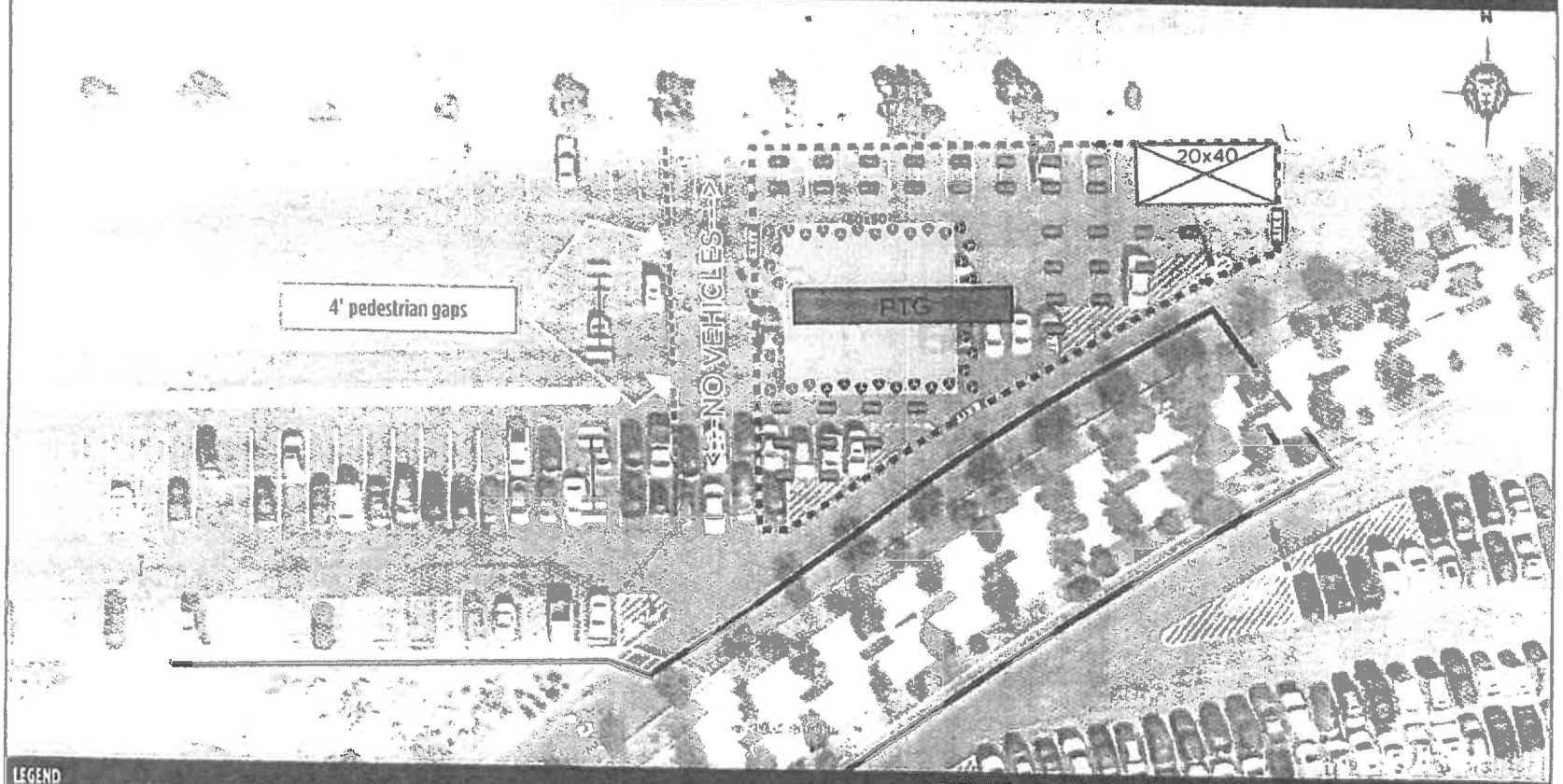
Section 10

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

Name Rojo Hospitality Group Percentage 28%

Address 1 Cardinals Drive Glendale, AZ 85305

PRIDE GROUP | PRIMETIME GRILL SET @ NP



LEGEND

PTG EVENT FENCE

BBZ PERIMETER

PENNANT FLAG

UMBRELLAS

30" COCKTAIL

PICNIC TABLE

coolTOWER

1 2 3 4

5 6 7 8

MAP NOT TO SCALE

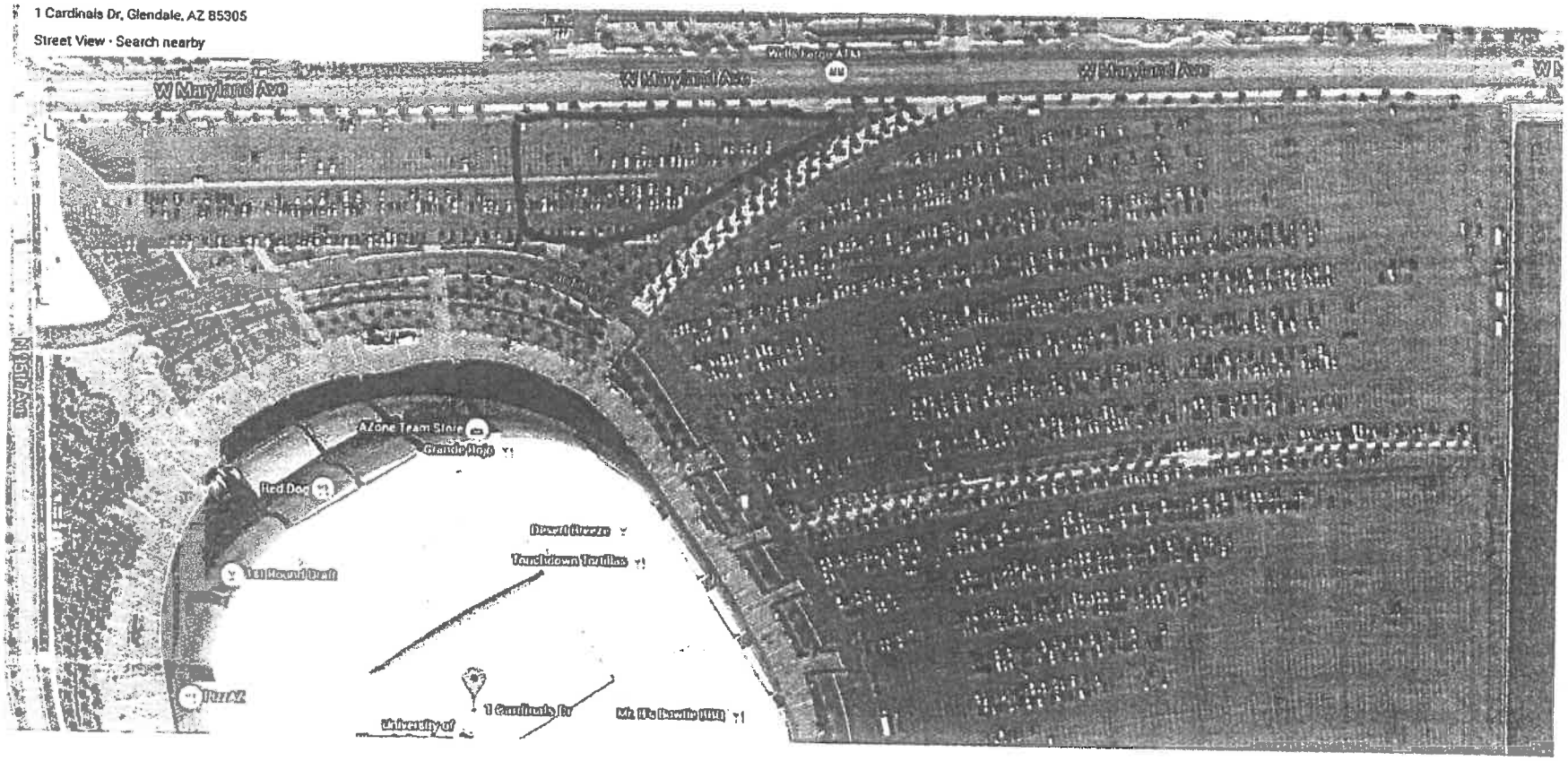
EVENT NAME	LOCATION	MUNICIPALITY
2015 PTG @ NP	NORTH PREFERRED	Glendale

SPEED LIMIT	FLOW PATTERN	PAGE	REV
N/A	☐ Ingress ☐ Egress ☒ Constant	1 of 1	3.0

CONTRACTOR	PREPARED BY	DATE
Pride Group, LLC	Estrada	5/20/15

REVIEWED BY	DATE

480.663.3911 | PrideGroup.us


1 Cardinals Dr, Glendale, AZ 85305
Street View · Search nearby
W Maryland Ave
W Maryland Ave
W Maryland Ave
AZone Team Store
Grande Rojo
Red Dog
Desert Breeze
Touchdown Tortillas
1st Round Draft
1 Cardinals Dr
University of

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

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

x Michelle Widney (Signature) | Manager (Title/ Position) | 11/16/15 (Date) | 6028038033 (Phone #)

The foregoing instrument was acknowledged before me this 16th (Day) November (Month) 2015 (Year)

State AZ County of Maricopa

My Commission Expires on: 10/31/17 (Date)

Veronica Castro (Signature of Notary Public)

OFFICIAL SEAL
VERONICA CASTRO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Oct. 31, 2017

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

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

x Michelle Widney (Signature) | Manager (Title/ Position) | 11/16/15 (Date) | 6028038033 (Phone #)

The foregoing instrument was acknowledged before me this 16th (Day) November (Month) 2015 (Year)

State AZ County of Maricopa

My Commission Expires on: 10/31/2017 (Date)

Veronica Castro (Signature of Notary Public)

OFFICIAL SEAL
VERONICA CASTRO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Oct. 31, 2017

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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

Individuals requiring ADA accommodations call (602)542-9027.

ROJO HOSPITALITY GROUP

November 16, 2015

Dear Ms. Widney,

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

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on January 16, 2016. The hours of operation are as follows:

January 16, 2016 8:00am-11:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Arizona Hammers Soccer Club.

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

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

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

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: ARIZONA HAMMERS SOCCER CLUB INC

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

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

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

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

☐ Yes ☑ No

Name of Business	License Number	Phone (include Area Code)

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

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

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

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

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

Address of Location: 1 CARDINALS DRIVE (Street) | GLENDALE (City) | MARICOPA/AZ (County/State) | 85305 (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: WIDNEY (Last) MICHELLE (First) LYNN (Middle) [redacted] (Date of Birth)
2. Applicant's mailing address: [redacted] (Street / City / State / Zip)
3. Applicant's home/cell phone: [redacted] Applicant's business phone: (___) _____
4. Applicant's email address: _____

SECTION 10

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

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

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

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

Name ARIZONA HAMMERS SOCCER CLUB INC Percentage 25 %
Address PO BOX 1484 (Street) LITCHFIELD PARK (City) AZ (State) 85340 (Zip)

Name ARIZONA CARDINALS FOOTBALL CLUB Percentage 47 %
Address 8701 S. HARDY DRIVE (Street) TEMPE (City) AZ (State) 85284 (Zip)

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

____ Number of Police 8 Number of Security Personnel ☐ Fencing ☑ Barriers
Explanation: AREA WILL BE ENCLOSED WITH BARRICADE. AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND AN ALCOHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY GROUP

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	1-17-2016	SUN	8 AM	11:30 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

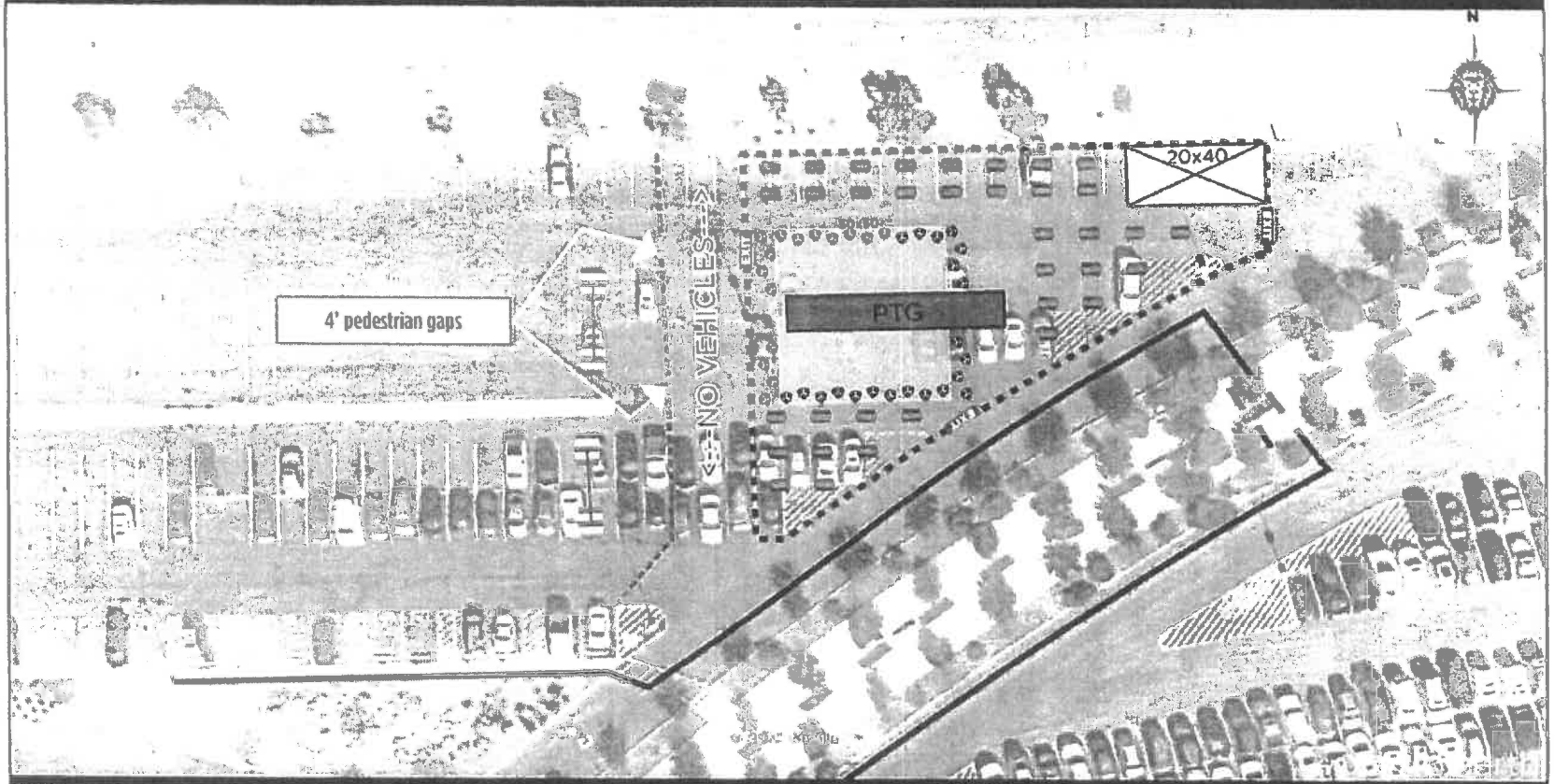
Section 10

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

Name Rojo Hospitality Group Percentage 28%

Address 1 Cardinals Drive Glendale, AZ 85305

PRIDE GROUP | PRIMETIME GRILL SET @ NP



LEGEND

PTG EVENT FENCE

BBZ PERIMETER

PENNANT FLAG

UMBRELLAS

30" COCKTAIL

PICNIC TABLE

coolTOWER

1 2 3 4

5 6 7 8

EVENT NAME	LOCATION	MUNICIPALITY
2015 PTG @ NP	NORTH PREFERRED	Glendale

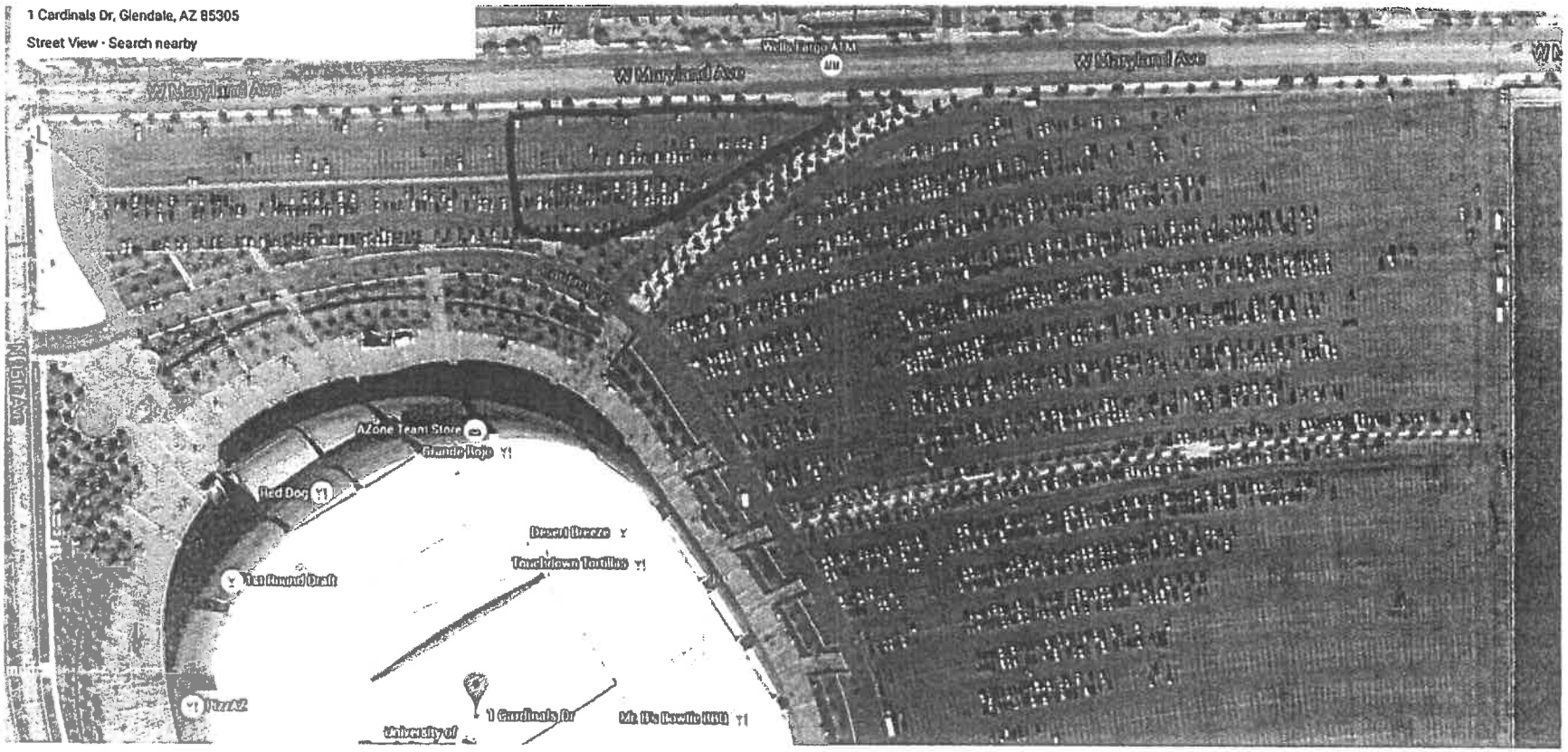
SPEED LIMIT	FLOW PATTERN	PAGE	REV
N/A	☐ Ingress ☐ Egress ☒ Constant	1 of 1	3.0

CONTRACTOR	PREPARED BY	DATE
Pride Group, LLC	Estrada	5/20/15

REVIEWED BY	DATE

MAP NOT TO SCALE

480.663.3911 | PrideGroup.us


1 Cardinals Dr, Glendale, AZ 85305
Street View · Search nearby
W Maryland Ave
Wells Fargo ATM
AZone Team Store
Grande Rojo
Red Dog
Desert Breeze
Touchdown Tortillas
Ten Pound Draft
1 Cardinals Dr
University of
Mr. B's Bowtie Grill

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

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

x Michelle Widney (Signature) | Manager (Title/ Position) | 11/16/15 (Date) | 6028038033 (Phone #)

The foregoing instrument was acknowledged before me this 16 (Day) 11 (Month) 2015 (Year)

State AZ County of Maricopa

My Commission Expires on: 10/31/2017 (Date) Veronica Castro (Signature of Notary Public)

OFFICIAL SEAL
VERONICA CASTRO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Oct. 31, 2017

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

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

x Michelle Widney (Signature) | Manager (Title/ Position) | 11/16/15 (Date) | 6028038033 (Phone #)

The foregoing instrument was acknowledged before me this 16th (Day) November (Month) 2015 (Year)

State AZ County of Maricopa

My Commission Expires on: 10/31/2017 (Date) Veronica Castro (Signature of Notary Public)

OFFICIAL SEAL
VERONICA CASTRO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Oct. 31, 2017

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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

Individuals requiring ADA accommodations call (602)542-9027.

ROJO HOSPITALITY GROUP

November 16, 2015

Dear Ms. Widney,

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

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on January 17, 2016. The hours of operation are as follows:

January 17, 2016 8:00am-11:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Arizona Hammers Soccer Club.

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

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

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

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: ARIZONA HAMMERS SOCCER CLUB INC

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

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

☑ Charitable (501.C) ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)

☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

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

☐ Yes ☑ No

Name of Business	License Number	Phone (include Area Code)

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

☐ Place license in non-use

☐ Dispense and serve all spirituous liquors under retailer's license

☑ Dispense and serve all spirituous liquors under special event

☐ Split premise between special event and retail location

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

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

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

Address of Location: 1 CARDINALS DRIVE (Street) | GLENDALE (City) | MARICOPA/AZ (County/State) | 85305 (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: WIDNEY (Last) MICHELLE (First) LYNN (Middle) [redacted] (Date of Birth)

2. Applicant's mailing address: [redacted] (Street / City / State / Zip)

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

4. Applicant's email address: _____

Individuals requiring ADA accommodations call (602)542-9027.

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 ARIZONA HAMMERS SOCCER CLUB INC Percentage 25 %
Address PO BOX 1484 (Street) LITCHFIELD PARK (City) AZ (State) 85340 (Zip)

Name ARIZONA CARDINALS FOOTBALL CLUB Percentage 47 %
Address 8701 S. HARDY DRIVE (Street) TEMPE (City) AZ (State) 85284 (Zip)

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

_____ Number of Police 8 Number of Security Personnel ☐Fencing ☑Barriers
Explanation: AREA WILL BE ENCLOSED WITH BARRICADE. AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND AN ALCOHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY GROUP

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	1-24-2016	SUN	8 AM	11:30 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

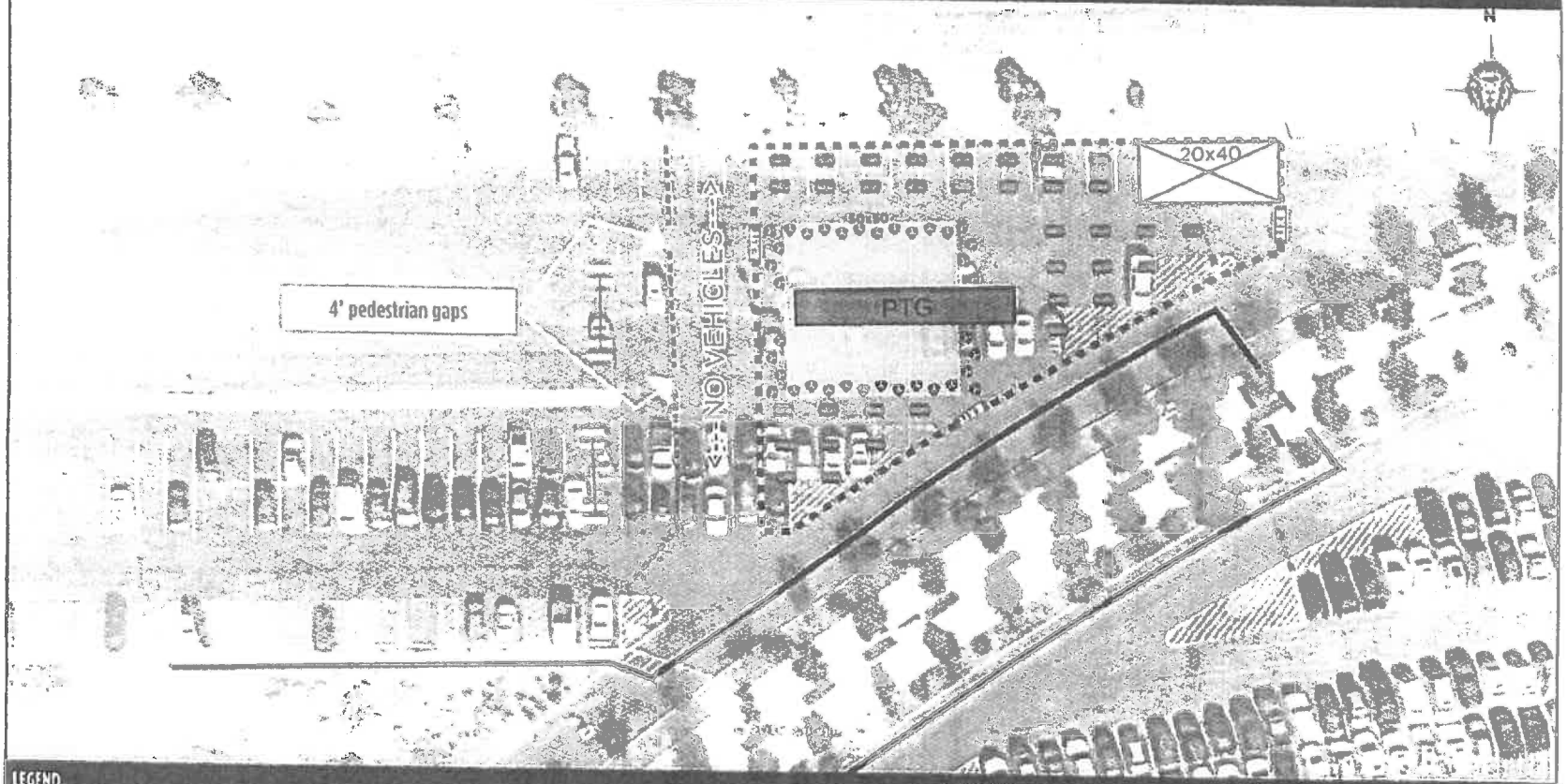
Section 10

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

Name Rojo Hospitality Group Percentage 28%

Address 1 Cardinals Drive Glendale, AZ 85305

PRIDE GROUP | PRIMETIME GRILL SET @ NP



LEGEND

PTG EVENT FENCE

8ft2 PERIMETER

PENNANT FLAG

UMBRELLAS

30" COCKTAIL

PICNIC TABLE

coolTOWER

1 2 3 4

5 6 7 8

MAP NOT TO SCALE

EVENT NAME	LOCATION	MUNICIPALITY
2015 PTG @ NP	NORTH PREFERRED	Glendale

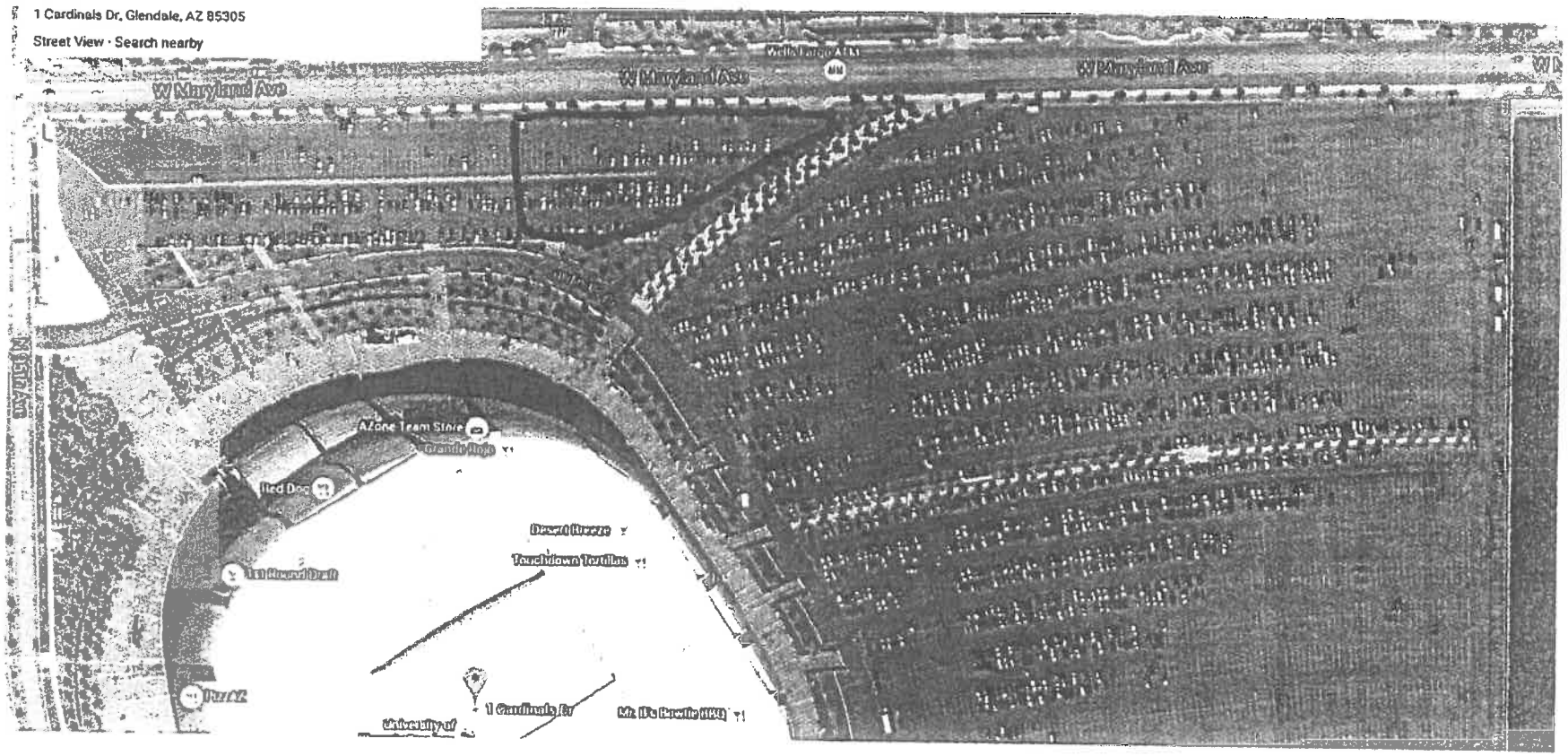
SPEED LIMIT	FLOW PATTERN	PAGE	REV
N/A	☐ Ingress ☐ Egress ☒ Constant	1 of 1	3.0

CONTRACTOR	PREPARED BY	DATE
Pride Group, LLC	Estrada	5/20/15

REVIEWED BY	DATE

480.663.3911 | PrideGroup.us

1 Cardinals Dr - Google Maps https://www.google.com/maps/place/1+Cardinals+Dr,+Glendale,+AZ+85305/@33.



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

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

x Michelle Widney (Signature) | Manager (Title/ Position) | 11/16/15 (Date) | 6028038033 (Phone #)

The foregoing instrument was acknowledged before me this 16th (Day) November 2015

State AZ County of Maricopa

My Commission Expires on: 10/31/17 (Date)

Veronica Castro (Signature of Notary Public)

OFFICIAL SEAL
VERONICA CASTRO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Oct. 31, 2017

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

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

x Michelle Widney (Signature) | Manager (Title/ Position) | 11/16/15 (Date) | 6028038033 (Phone #)

The foregoing instrument was acknowledged before me this 16th (Day) November 2015

State AZ County of Maricopa

My Commission Expires on: 10/31/2017 (Date)

Veronica Castro (Signature of Notary Public)

OFFICIAL SEAL
VERONICA CASTRO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Oct. 31, 2017

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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

Individuals requiring ADA accommodations call (602)542-9027.

ROJO HOSPITALITY GROUP

November 16, 2015

Dear Ms. Widney,

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

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on January 24, 2016. The hours of operation are as follows:

January 24, 2016 8:00am-11:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Arizona Hammers Soccer Club.

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

Sincerely,

Mike Stevenson
AGM
623.433.7636

15240

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **11-21-15**

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

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

Application Type: **New License**

Definition: New License

Business Name: **Arizona Hammers Soccer Club Inc.**

Business Address: **P.O.Box 1484, Litchfield Park, AZ (Event at U of P Stadium - North Lot)**

Applicant/s Information

Name: **Widney, Michelle Lynn**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/29/2014	Other Suites	New ownership call history beginning:
Liquor Related	3		
Vice Related			
Drug Related			
Fights / Assaults	42		
Robberies			
Burglary / Theft	45		
911 calls	5		
Trespassing	14		
Accidents	16		
Fraud / Forgery	31		
Threats			
Criminal damage	9		
Other non-criminal*	59		
Other criminal	25		
Total calls for service	249	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 Arizona Hammers Soccer Club Inc., Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 01-16-16 (Sat). Event at U of P Stadium - North Lot.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	11-21-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	R. Sr. Lee	11-23-15

15-241

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **11-21-15**

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

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

Application Type: **New License**

Definition: New License

Business Name: **Arizona Hammers Soccer Club Inc.**

Business Address: **P.O.Box 1484, Litchfield Park, AZ (Event at U of P Stadium - North Lot)**

Applicant/s Information

Name: **Widney, Michelle Lynn**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/29/2014	Other Suites	New ownership call history beginning:
Liquor Related	3		
Vice Related			
Drug Related			
Fights / Assaults	42		
Robberies			
Burglary / Theft	45		
911 calls	5		
Trespassing	14		
Accidents	16		
Fraud / Forgery	31		
Threats			
Criminal damage	9		
Other non-criminal*	59		
Other criminal	25		
Total calls for service	249	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 Arizona Hammers Soccer Club Inc., Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 01-17-16 (Sun). Event at U of P Stadium - North Lot.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	11-21-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	R. St. John	11-23-15

15-242

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **11-21-15**

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

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

Application Type: **New License**

Definition: New License

Business Name: **Arizona Hammers Soccer Club Inc.**

Business Address: **P.O.Box 1484, Litchfield Park, AZ (Event at U of P Stadium - North Lot)**

Applicant/s Information

Name: **Widney, Michelle Lynn**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/29/2014	Other Suites	New ownership call history beginning:
Liquor Related	3		
Vice Related			
Drug Related			
Fights / Assaults	42		
Robberies			
Burglary / Theft	45		
911 calls	5		
Trespassing	14		
Accidents	16		
Fraud / Forgery	31		
Threats			
Criminal damage	9		
Other non-criminal*	59		
Other criminal	25		
Total calls for service	**249**	**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 Arizona Hammers Soccer Club Inc., Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 01-24-16 (Sun). Event at U of P Stadium - North Lot.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	11-21-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	R. St. Jon	11-23 15

File #: 15-813, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN PARISH
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for St. Helen Parish, submitted by Donald J Gorny. The event will be held inside St. Helen's Social Center located at 5510 West Cholla Street on Saturday, February 6, 2016, from 6 p.m. to 10 p.m. The purpose of this special event liquor license is for a fundraising dinner.

Background Summary

St. Helen's Social Center is zoned R1-7 (Single-Family Residential) and located in the Barrel District. If this application is approved, the total number of special event liquor licenses issued at this location will be one of the allowed 12 events per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

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 HELEN PARISH

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

SECTION 3 The organization is a: (check one box only)
☐ Charitable ☐ 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 HELEN PARISH

Address of Location: 5510 W CHOLLA ST, GLENDALE, AZ 85304
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: GORNY, DONALD J. [redacted]
Last First Middle Date of Birth

2. Applicant's mailing address: 5510 W CHOLLA ST, GLENDALE, AZ 85304
Street City State Zip

3. Applicant's home/cell phone: [redacted] Applicant's business phone: (602) 432-4630

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? 2
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name ST HELEN PARISH Percentage: 100%

Address 5510 W CHOLLA ST, GLENDALE, AZ 85304
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 1 Number of Security Personnel ☐Fencing ☐Barriers

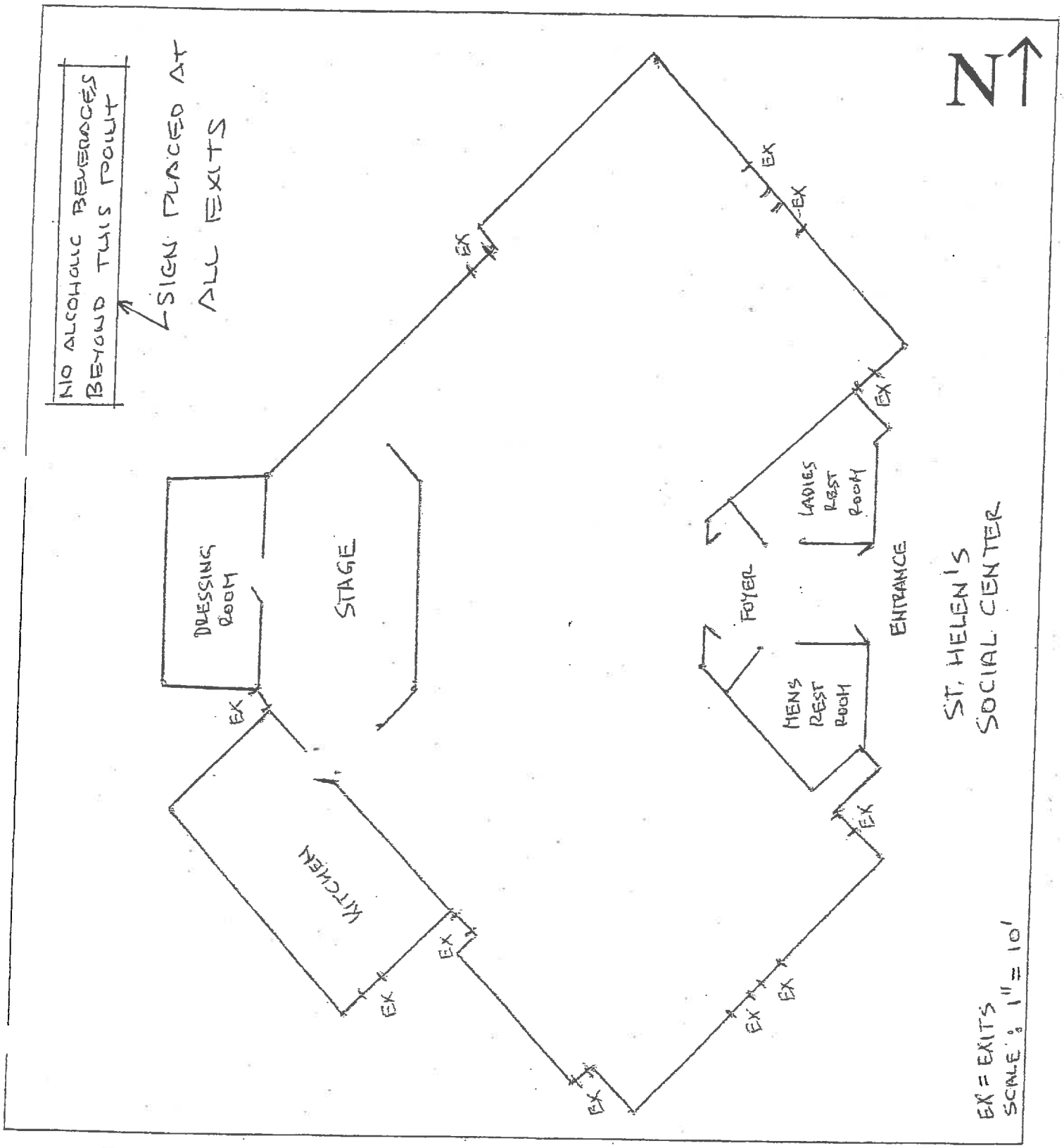
Explanation: 1 SECURITY PERSONNEL PER 100 GUESTS

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:	FEB 6, 2016	SATURDAY	6:00 PM	10:00 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

I, DONALD J GORNY 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 Donald J Gorny CHAIRPERSON 11/30/15 623-930-0018
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 30 November 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: March 9, 2018 Cecilia L. Campos
Signature of Notary Public

OFFICIAL SEAL
CECILIA L. CAMPOS
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 9, 2018

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

I, DONALD J GORNY 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 Donald J Gorny CHAIRPERSON 11/30/15
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 30 November 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: March 9, 2018 Cecilia L. Campos
Signature of Notary Public

OFFICIAL SEAL
CECILIA L. CAMPOS
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 9, 2018

Please contact the local governing board for additional application requirements and submission deadlines. 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: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

15-257

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **12-04-15**

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

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

Application Type: **New License**

Definition: New License

Business Name: **St. Helen Parish**

Business Address: **5510 W. Cholla St.**

Applicant/s Information

Name: **Gorny, Donald J.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/4/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related	1		
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	10		
Other criminal			
Total calls for service	**12**	**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. Helen Catholic Church.

Event is scheduled for 02-06-16 (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	M. ERVIN	12-8-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	R. St. [illegible]	12-9-15

Legislation Description

File #: 15-814, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN COUNCIL 11738 KNIGHTS OF COLUMBUS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for St. Helen Council 11738 Knights of Columbus, submitted by Donald J Gorny. The event will be held inside St. Helen's Social Center located at 5510 West Cholla Street on Saturday, March 19, 2016, from 6 p.m. to 10 p.m. The purpose of this special event liquor license is for a fundraising dinner.

Background Summary

The St. Helen's Social Center is zoned R1-7 (Single-Family Residential) and located in the Barrel District. If this application is approved, the total number of special event liquor licenses issued at this location will be two of the allowed 12 events per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

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 HELEN COUNCIL 11738 KNIGHTS OF COLUMBUS

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

SECTION 3 The organization is a: (check one box only)
☐Charitable ☑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 HELEN PARISH

Address of Location: 5510 W CHOLLA ST, GLENDALE,AZ 85304
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: GORNY, DONALD J. [redacted]
Last First Middle Date of Birth

2. Applicant's mailing address: 5510 W CHOLLA ST, GLENDALE, AZ 85304
Street City State Zip

3. Applicant's home/cell phone: [redacted] Applicant's business phone: (602) 432-4630

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? 2
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name ST HELEN COUNCIL 11738 KNIGHTS OF COLUMBUS Percentage: 100%

Address 5510 W CHOLLA ST, GLENDALE, AZ 85304
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 1 Number of Security Personnel ☐Fencing ☐Barriers

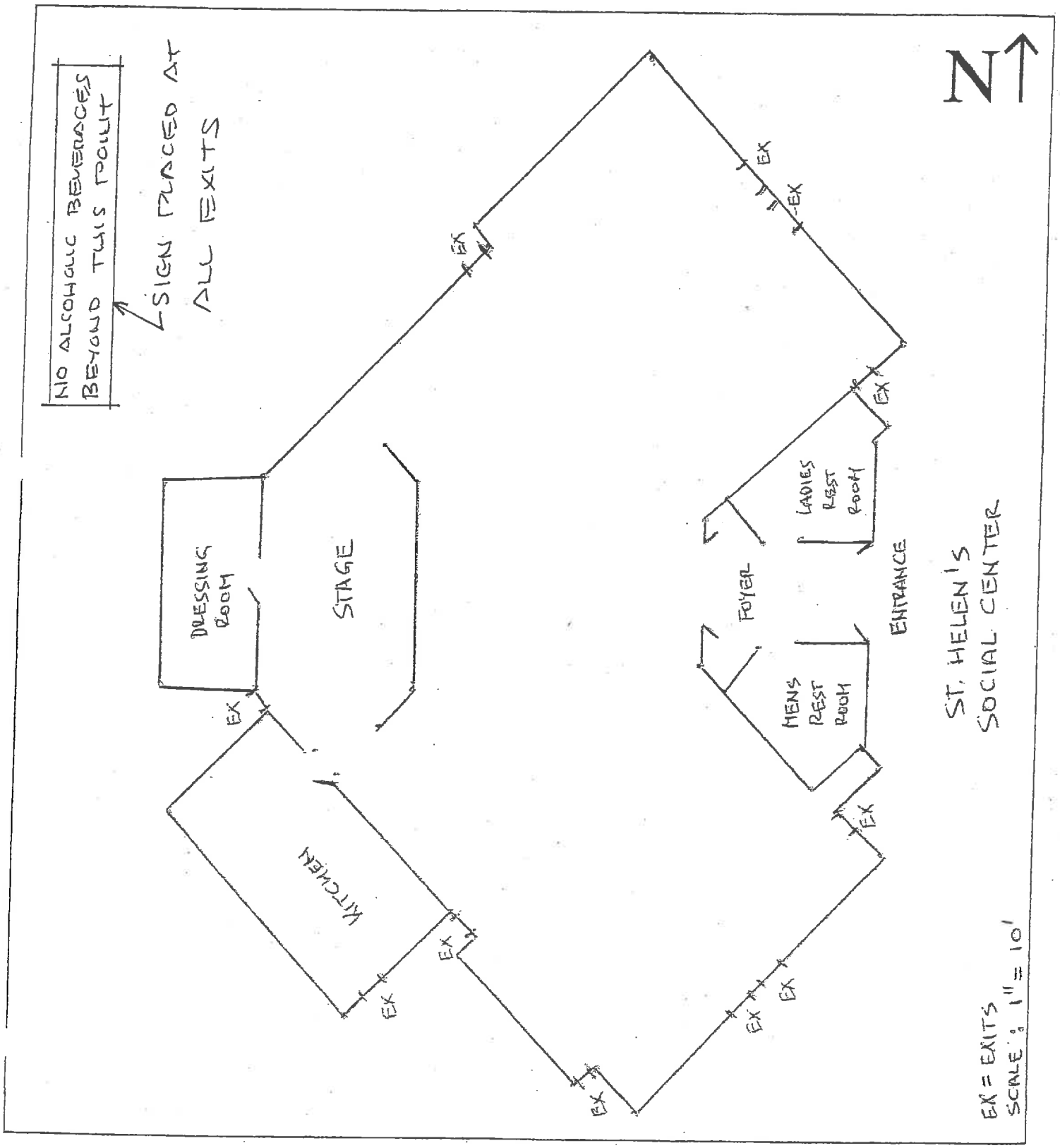
Explanation: 1 SECURITY PERSONNEL PER 100 GUESTS

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:	MAR 19, 2016	SATURDAY	6:00 PM	10:00 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

I, DONALD J GORNY 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 Donald J Gorny CHAIRPERSON 11/30/15 623-930-0018
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 30 November 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires March 9, 2018 Cecilia L. Campos
Signature of Notary Public

OFFICIAL SEAL
CECILIA L. CAMPOS
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 9, 2018

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

I, DONALD J GORNY 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 Donald J Gorny CHAIRPERSON 11/30/15
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 30 November 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires March 9, 2018 Cecilia L. Campos
Signature of Notary Public

OFFICIAL SEAL
CECILIA L. CAMPOS
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 9, 2018

Please contact the local governing board for additional application requirements and submission deadlines. 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: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

Individuals requiring ADA accommodations call (602)542-9027.

15-250

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **12-04-15**

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

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

Application Type: **New License**

Definition: New License

Business Name: **St. Helen Parish**

Business Address: **5510 W. Cholla St.**

Applicant/s Information

Name: **Gorny, Donald J.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/4/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related	1		
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	10		
Other criminal			
Total calls for service	**12**	**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. Helen Catholic Church.

Event is scheduled for 03-19-16 (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	M. ERVIN	12-8-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	R. St. John	12-7-15

File #: 15-824, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS COUNCIL 7114
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Knights of Columbus Council 7114, submitted by Merle J. Schmitz. The event will be held at St. Raphael's Catholic Church inside Hibner Hall located at 5525 West Acoma Road on Saturday, January 23, 2016, from 5 p.m. to 9:30 p.m. The purpose of this special event liquor license is for a fundraising dinner.

Background Summary

St. Raphael's Catholic Church is zoned R-4 (Multi-Family Residential) and located in the Sahuaro District. If this application is approved, the total number of special event liquor licenses issued at this location will be one of the allowed 12 events per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

powered by Legistar™

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

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

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: Knights of Columbus Council 7114

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's Catholic Church, Hibner Hall
Address of Location: 5525 W. Acoma, Glendale, AZ, 85306 Maricopa city.
(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: Schmitz, Merle J. [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) 365-3604
4. Applicant's email address: [redacted]

Individuals requiring ADA accommodations call (602)542-9027.

SECTION 10

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

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

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

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

Name PADRE SERIA COUNCIL 7114 Percentage 100%

Address 5525 W. ACOMA, 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.)

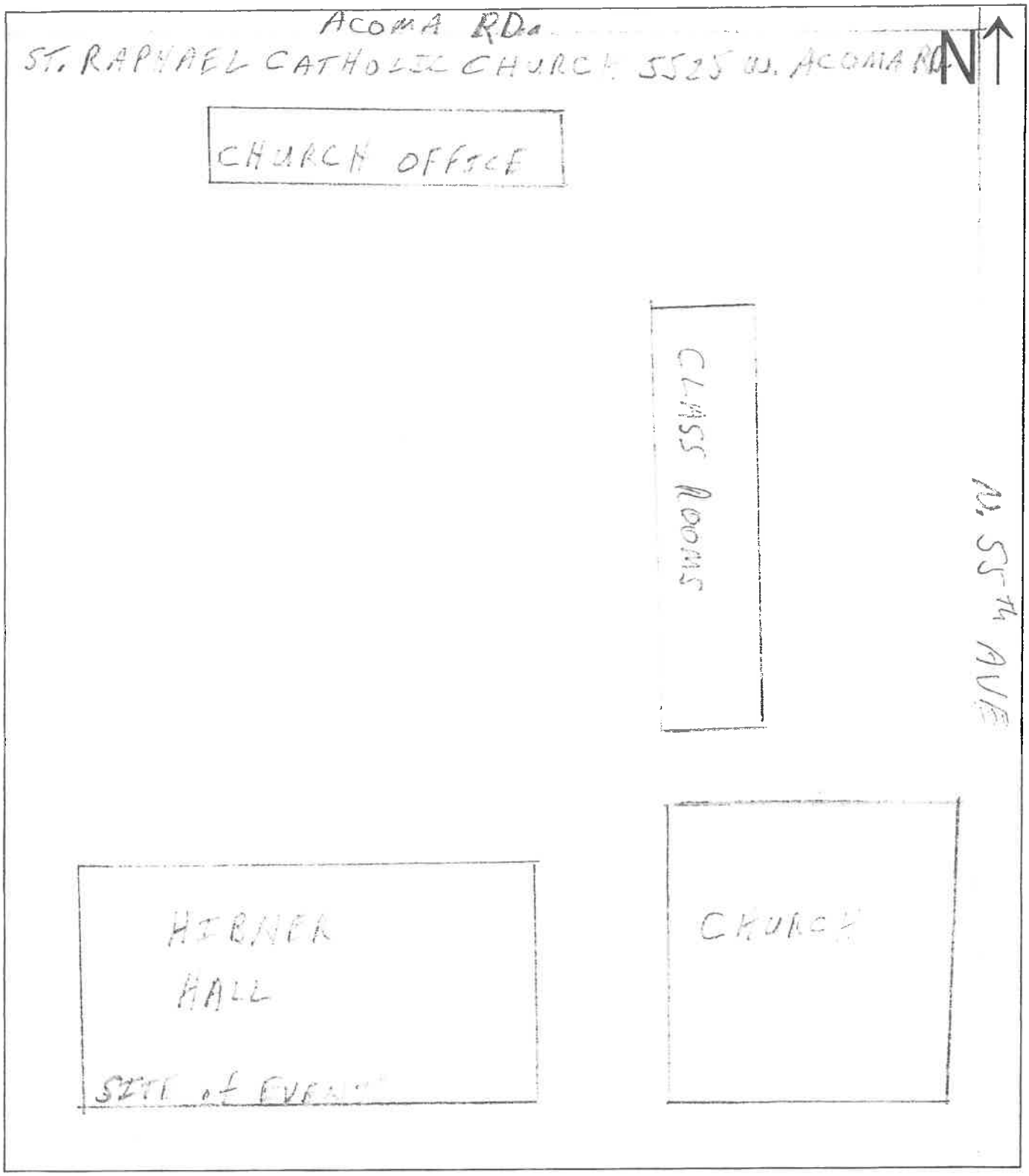
_____Number of Police _____ Number of Security Personnel ☐Fencing ☐Barriers

Explanation: Knights of Columbus member will be posted at each door.

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:	23JAN.2016	SATURDAY	5P.M.	9:30 P.M.
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.



Individuals requiring ADA accommodations call (602)542-9027.

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

I, MERLE J. SCHMITZ 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 Merle J. Schmitz	Chair person	3 DEC, 2015	602-689-1064
(Signature)	Title/ Position	Date	Phone #

The foregoing instrument was acknowledged before me this 5th Day December Month 2015 Year

State Arizona County of Maricopa

My Commission Expires on: 6/10/2019 Date

William George Signature of Notary Public

WILLIAM GEORGE NOTARY PUBLIC – ARIZONA MARICOPA COUNTY My Commission Expires June 10, 2019

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

I, MERLE J. SCHMITZ 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 Merle J. Schmitz	Chair person	3 DEC, 2015	602-689-1064
(Signature)	Title/ Position	Date	Phone #

The foregoing instrument was acknowledged before me this 5th Day December Month 2015 Year

State Arizona County of Maricopa

My Commission Expires on: 6/10/2019 Date

William George Signature of Notary Public

WILLIAM GEORGE NOTARY PUBLIC – ARIZONA MARICOPA COUNTY My Commission Expires June 10, 2019

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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

15-265

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **12-15-15**

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

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

Application Type: **New License**

Definition: New License

Business Name: **Knights of Columbus (Padre Serra Council #7114)**

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

Applicant/s Information

Name: **Schmitz, Merle J.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/15/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Other criminal			
Total calls for service	**1**	**N/A**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

All proceeds from this Special Event go to the Knights of Columbus, Padre Serra Council #7114.

Event is scheduled for 01-23-16 (Sat).

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	M. ERVIN	12-16-15
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	Debra Blake	12-17-15

File #: 15-826, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-18497, OM FOOD & GAS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Om Food & Gas located at 5103 West Peoria Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076718) was submitted by Suveg Singh.

Background Summary

The location of the establishment is in the Barrel District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 19,175. Om Food & Gas 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.

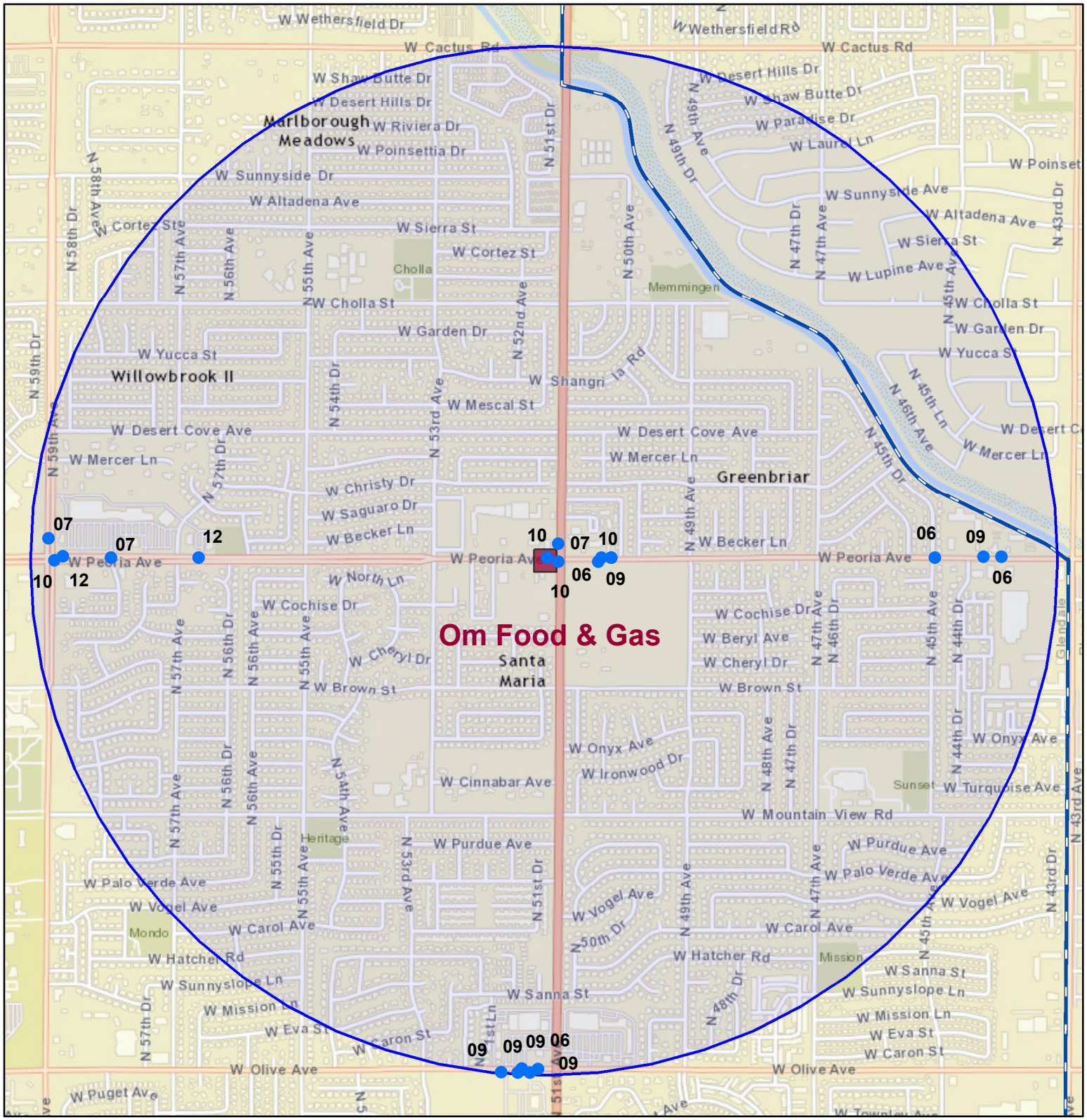
Series	Type	Quantity
06	Bar - All Liquor	5
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	6
10	Liquor Store - Beer and Wine	4
12	Restaurant	2
	Total	**20**

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

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, December 2 thru December 22, 2015.



BUSINESS NAME: Om Food & Gas

LOCATION: 5103 W. Peoria Avenue

ZONING: C-2

APPLICANT: Suveg Singh

APPLICATION NO: 5-18497

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

B-261

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **12-16-15**

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

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

Application Type: **New License**

Definition: New license

Business Name: **OM Food & Gas**

Business Address: **5103 W. Peoria Ave.**

Applicant/s Information

Name: **Singh, Suveg (Agent)**
Name: **Chopra, Tilak**
Name:
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/16/2010	Other Suites	New ownership call history beginning: 11/23/2015
Liquor Related	5		
Vice Related			
Drug Related	2		
Fights / Assaults	5		
Robberies	5		
Burglary / Theft	33		
911 calls	2		
Trespassing	12		
Accidents	3		
Fraud / Forgery	3		
Threats	2		
Criminal damage	3		
Other non-criminal*	27		
Other criminal	2		
Total calls for service	**104**	**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:

Hassan Zeitoun (Agent)
Z Mart Inc. (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	M. ERVIN	12-16-15
Chief of Police or designee	Debra Blake	12-17-15

File #: 15-827, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-18373, NOSH
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Nosh located at 6685 West Beardsley Road, Suite 180. The Arizona Department of Liquor Licenses and Control application (No. 1207A469) was submitted by Michael Devin Helbig.

Background Summary

The location of the establishment is in the Cholla District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 14,321. Nosh 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.

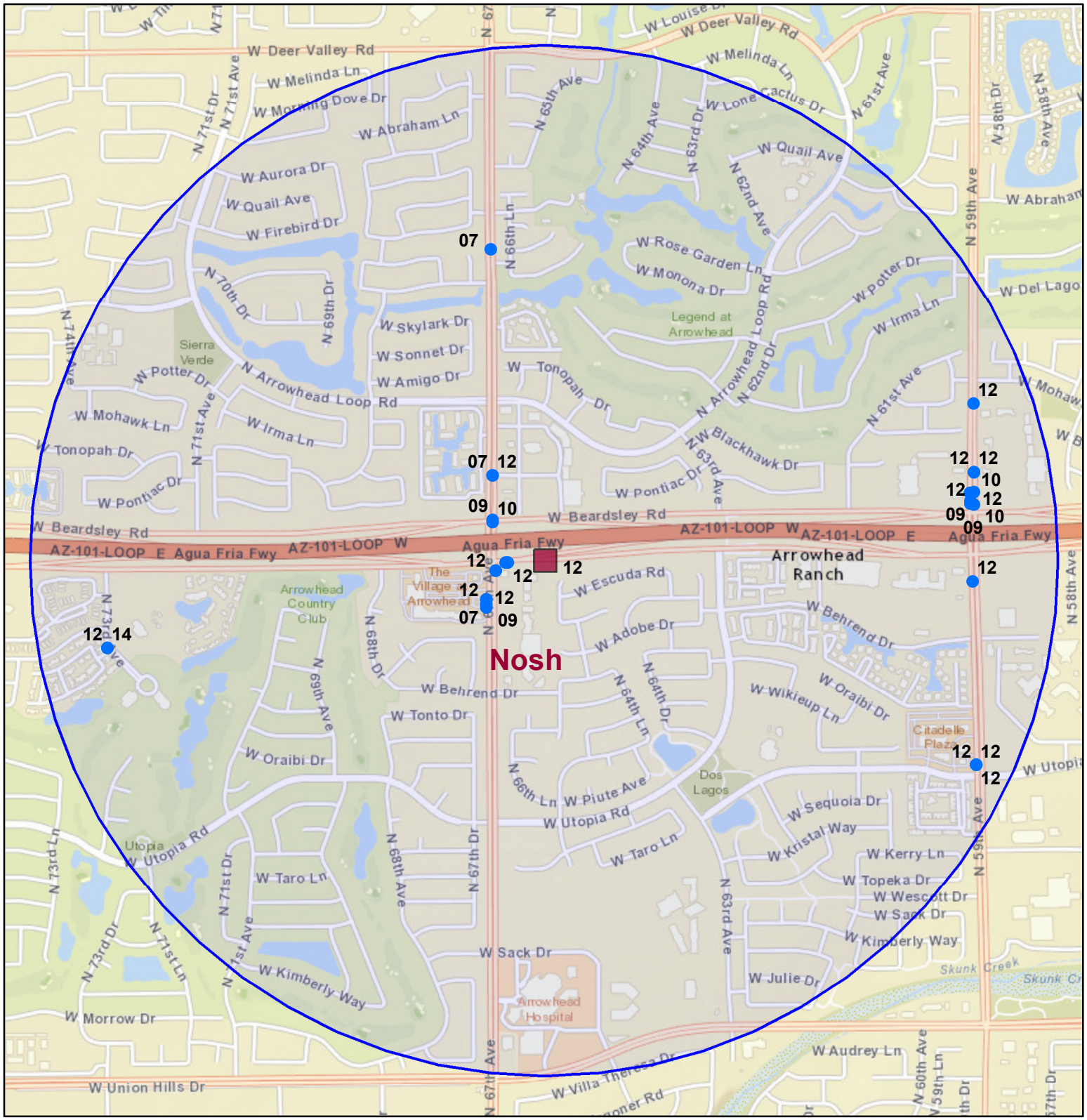
Series	Type	Quantity
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	3
12	Restaurant	16
14	Private Club	1
	Total	**27**

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, November 24 thru December 14, 2015.



BUSINESS NAME: Nosh

LOCATION: 6685 W. Beardsley Road, Suite 180

ZONING: C-2

APPLICANT: Michael Devin Helbig

APPLICATION NO: 5-18373

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

15-252

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **12-15-15**

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New license

Business Name: **Nosh**

Business Address: **6685 W. Beardsley Rd. #180**

Applicant/s Information

Name: **Helbig, Michael Devin**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/15/2010	Other Suites	New ownership call history beginning:
Liquor Related		2	
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft		4	
911 calls			
Trespassing			
Accidents		1	
Fraud / Forgery		1	
Threats		1	
Criminal damage		3	
Other non-criminal*		1	
Other criminal		4	
Total calls for service	**N/A**	**17**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Justin Davis (Agent)
Betty's Nosh LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	12-15-15
Chief of Police or designee	Debra Blake	12-17-15

File #: 15-811, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF INDUSTRIAL AND MRO SUPPLIES FROM WEST-LITE SUPPLY CO., INC.

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with West-Lite Supply Company, Inc., for the cooperative purchase of industrial and MRO supplies, in an amount not to exceed $26,000 annually, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for additional one-year renewals until the cooperative purchasing agreement expires on January 31,2019, for the total amount not to exceed $78,000 for the entire term of the agreement.

Background

The agreement with West-Lite Supply Company will be utilized to purchase maintenance, repair, and operations (MRO) electrical and lighting supplies for city facilities on an as needed basis.

West-Lite Supply was awarded a bid by the State of Arizona for Industrial and MRO Supplies (including electrical, air filters and lighting) and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditure (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Agreement No. ADSPO14-064771 was awarded on January 31, 2014 and ends on January 31, 2016, and includes an option to renew the term of the agreement for an additional three years, in one-year periods, allowing the agreement to be extended through January 31, 2019.

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

Analysis

West-Lite offers commercial grade supplies not found in local retail i.e., light poles, high voltage contactors, specialty ballast and lamps, which are needed to maintain city buildings, parks and parking lots.

Community Benefit/Public Involvement

Maintaining proper service to electrical and lighting of city facilities is necessary for the safety of employees who work and individuals who visit these public facilities

Budget and Financial Impacts

Small purchases made by Departmental buyers utlilizing this linking agreement are charged against various budgeted accounts and managed and supervised by each department head. Expenditures with West-Lite Supply Company are estimated to be $26,000 annually, with a not to exceed amount of $78,000 over the entire term of the agreement; contingent upon Council Budget approval.

Cost	Fund-Department-Account
$26,000	**varies**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WEST-LITE SUPPLY CO., INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20___, between the City of Glendale, an Arizona municipal corporation (the "City"), and West-Lite Supply Co. Inc, a California corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On January 31, 2014, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Insustrial and MRO Supplies (Including Electrical, Air Filters & Lighting) Agreement, Agreement No. ADSPO14-064771 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to 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 31, 2014, until the date the contract expires on January 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond

January 31, 2019. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for three (3) one-year periods until the Cooperative Purchasing Agreement expires on January 31, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed twenty six thousand dollars ($26,000) annually or seventy-eight thousand dollars ($78,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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

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

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

City of Glendale
c/o
Connie Schneider, Contract Analyst
5850 W Glendale Ave
Glendale, Arizona 85301
623-930-2868
CSchneider@glendaleaz.com
and

West-Lite Supply Co. Inc.
c/o Gary Boyer, Vice President of Finance
12951 166th Street
Cerritos, CA 90703
800-660-6678
Gary.Boyer@west-lite.com

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Richard A. Bowers
(Acting) City Manager

"Contractor"

West-Lite Supply Co., Inc.,
a California Corporation)

By: _____
Name: Brenda Puckett
Title: President

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WEST-LITE SUPPLY COOMPANY, INC.

EXHIBIT A

Insustrial and MRO Supplies (Including Electrical, Air Filters & Lighting)
Agreement, Agreement No. ADSPO14-064771

EXHIBIT A

OFFER AND ACCEPTANCE

Solicitation No.: ADSPO14-00003418

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

Industrial and MRO Supplies (Including Electrical, Air Filters & Lighting)

OFFER

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

Arizona Transaction (Sales) Privilege Tax License No.:
20100753O

Federal Employer Identification No.:
[redacted]

Phone: 888-966-7601
Fax: 480-966-3166

WEST-LITE SUPPLY CO. INC
Company Name

[signature]
Signature of Person Authorized to Sign Offer

1150 W. ALAMEDA Dr. Suite 1+2
Address

GARRY J. HAVERLAND
Printed Name

TEMPE AZ 85282
City State Zip

PRESIDENT
Title

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization [X] 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. ADSPO14-064771.
The effective date of the Contract shall be: 2/1/14

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

State of Arizona
Awarded this 31st day of January 2014

[signature]
Procurement Officer

	CONTRACT	**STATE OF ARIZONA** State Procurement Office 100 N 15th Ave. Suite 201 Phoenix, AZ 85007
Industrial and MRO Supplies (LIGHTING)		

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CONTRACT

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The following documents are not contained physically in this document but are included by reference and available online in ProcureAZ.

SPECIAL AND UNIFORM INSTRUCTIONS TO OFFERORS ADSPO14-00003418

All Solicitation ADSPO14-00003418 Attachments and/or Exhibits

PRICING (all pricing is contained within the line items in ProcureAZ and in completed Price Schedule ADSPO14-00003418)

CONTRACTORS FINAL PROPOSAL DOCUMENTS
(Submitted in response to solicitation ADSPO12-00001640 and included by reference, Attached in ProcureAZ)

SPECIAL TERMS AND CONDITIONS

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

Industrial and MRO Supplies (LIGHTING)

1. CONTRACT

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

1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.

1.1.2 The Contractor's primary contact shall be the contact information contained in the ProcureAZ vendor profile or as stated in the submitted Attachment B of this solicitation

1.2 Contract Term. The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein.

1.3 Contract Extension. The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years.

1.4 Contract Type. The contract is a fixed-price (core list) Percent(%) discount from list (catalog).

1.5 Amendments. Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

1.6 Contract Changes. The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and shall be accomplished by a contact amendment.

1.7 Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. The contractor may not restrict or compel the use of this contract by an eligible agency.

1.8 Estimated Quantities. The State anticipates considerable activity resulting from this contract; however, no commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed.

1.9 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.

SPECIAL TERMS AND CONDITIONS

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

Industrial and MRO Supplies (LIGHTING)

1.10 Appropriation of Funds. Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to an Eligible Agency or the State of Arizona in the event this provision is exercised, and neither the Eligible Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

2. ADMINISTRATIVE FEE / USAGE

2.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp.

2.2 At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.

2.3 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

2.4 Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site http://spo.az.gov/Contractor_Resources/Admin_Fee/. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter a quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement.

2.5 The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:

Arizona Department of Administration
State Procurement Office
Attention: 'Statewide Contract Administrative Fee
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007.

2.6 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1 (July–Sept.)	Due October 31
FY Q2 (Oct.–Dec.)	Due January 31
FY Q3 (Jan.-March)	Due by April 30
FY Q4 (April – June)	Due by July 31

2.7 Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

2.8 Annual Itemized Spend Report. The contractor shall furnish the State an annual report delineating the acquisition activity under the contract. This report shall be submitted electronically and in a format approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, as well as, individual purchasing Agency, for all sales transacted within the year. The volume sales report shall be submitted annually 30 days before the end of the contract term.

2.9 Additional Reports. The contractor shall furnish additional reports relating to contract usage as requested

3. PRICING

3.1 General Catalog/Category Pricing. All non-core items within an established category shall be priced based on the single discount percent (%) from list price for that category. Separate discount percent may be offered per manufacturer within a category. List price shall be defined as the pricing regularly maintained by either the manufacturer or the contractor and shall be published or otherwise available for inspection by Customers

3.2 Core Item Pricing. All core items prices shall be a firm fixed price.

3.3 Pricing – All Inclusive. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Statement of Work and all aspects of the Contractor's offer as accepted by the State. Details of service not explicitly stated in the Statement of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.

3.4 Price Adjustment. All pricing shall be held firm for the first year of the contract. The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State. Documentation submitted as part of the request may include but is not limited to:

- A formal announcement from the manufacturer that the cost of the contract product has been increased.
- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost increase.

3.5 Price Reductions. Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. The price reduction request shall be in writing and include the following;

- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other distributors.
- Sales promotions requests shall include difference in pricing, begin and end date of promotion along with the products covered.

4. PRODUCTS

4.1 Product Removal. The contractor shall not cancel or remove products without prior approval of the State. The contractor shall provide an equal or acceptable replacement approved by State if available.

4.2 Product Discontinuance. In the event that a product or groups of products are discontinued by a manufacturer, written notice shall be submitted to the State within 5 business days of notification from manufacturer. The State at its sole discretion may allow the Contractor to provide replacements for the discontinued product(s) or allow the deletion of such products from the contract. Approval shall be in the form of a contract amendment or change order and shall become effective upon execution of the amendment or change order, unless otherwise stated. Upon approval by the State, the Contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.

- A formal announcement or documentation from the manufacturer stating that the product(s) have been discontinued.
- Documentation describing any replacement product providing clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;
- Documentation confirming that the price for the replacement product(s) is equivalent or less than the discontinued item.

4.3 Inventory. The State of Arizona has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.

4.4 Current Products. All products being offered in this contract shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this contract.

4.5 New Products. The State, at its sole discretion, reserves the right to include additional products or product categories that are within the scope of work and in the best interest of the State. Approval(s) shall be in the form of a contract amendment or change order and shall become effective on the date specified in the amendment or change order. Upon approval by the State, the contractor shall make available all catalog/price list updates to all eligible agencies at no additional cost to the State. Pricing shall be in line with current contract pricing. Contractor's request for new products shall include the following information;

4.5.1 Documentation that provides clear evidence that the new products are those that are within the scope of awarded contract. NO products outside the scope of the original award shall be allowed.

4.5.2 That states prices at which sales are currently or were last made to a significant number of category of buyers or buyers constituting the general buying public for the materials or supplies involved and that will be sold at the existing discount (percent %) form list price as existing products.

4.6 Warranty. The Contractor shall guarantee its products to be free from defect in materials and workmanship, given normal use and care, over the period of the applicable manufacturer's warranty. Manufacturer's warranties are the sole responsibility of the manufacturer and must be official and standard (not customized) documents that are signed by a manufacturer's representative.

4.7 Defective Products. All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the contractor. All replacement products must be received by the state within seven (7) days of initial notification.

4.8 Forced Substitutions. Forced substitutions shall not be allowed. The contractor shall obtain prior written approval from the Eligible Agency before any substitution may be made for an out of stock item.

4.9 Recall Notices. In the event of any recall notice, technical service bulletin, or other important notification affecting a product offered under this contract, a notice shall be sent to the Eligible Agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and product being recalled.

4.10 MSDS Sheets. If any item(s) on any Contract order is a hazardous chemical, as defined under OSHA 29 CFR 1910.1200, the Contractor shall include the appropriate Material Safety Data Sheet(s) with the initial shipment and with the first shipment after a Material Safety Data Sheet is updated. The Contractor shall send the initial or updated Material Safety Data Sheet(s) with a complete container, partial container or single product. The Contractor, distributor or manufacturer may make access to Material Safety Data Sheets available online via their website, however, Material Safety Data Sheets must be provided as stated herein, regardless of online availability, to meet United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

5. SUBCONTRACTS

5.1 Subcontractor Approval. Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. The contractor shall submit a formal written request on company letterhead and including an Attachment D, Proposed Subcontractors, or a document containing the information requested in Attachment D.

5.2 With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

6. INVOICE – BILLING

All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the bill to address and should contain, at a minimum, the following information:

- Both the contract number and contract release/purchase order number
- Name and address of the contractor
- The contractor's remittance address
- Contractor's representative to contact concerning billing questions
- Contractual payment terms
- Applicable taxes

7. ORDERING

7.1 Purchase Order Sufficiency. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the contractor to deliver the material and /or service. No additional memberships or agreements shall be permitted to use this contract. The contractor may use application type forms but shall only be used to set up accounts.

7.2 Non Contract Items.

7.2.1 Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

7.2.2 Electronic Punch-Out systems shall not allow for purchase orders to be placed for non-contract or excluded items.

7.3 Ordering Support. The Contractor shall provide and maintain applicable toll-free telephone numbers, facsimile numbers, and at least one (1) electronic ordering system (such as e-mail or web based) for Customer usage. Failure to maintain this service may be cause for cancellation of the contract.

7.4 Minimum Orders. No minimum dollar or item count shall be allowed on orders from Eligible Agencies.

7.5 Order Acknowledgement. Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.

7.6 Return Policy. In the event ordered and delivered items are returned to the supplier due solely to a management decision by the Eligible Agency and not due to any fault or error by the supplier, the freight cost for the return of the items plus any cost necessary to insure receipt of the returned items by the supplier shall be paid by the ordering agency. Items returned under this provision must be shipped back to the supplier by the ordering agency not later than 30 calendar days after initial receipt of the items from the supplier and must be returned unused in the original packaging including any instruction manuals or other material accompanying the initial shipment. The Supplier shall not be entitled to a restocking fee.

8. DELIVERY

8.1 Shipping F.O.B Statewide. Prices shall be F.O.B. Destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered and received by the Eligible Agency. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

8.2 Delivery Time. Delivery shall occur Monday through Friday, except State Service holidays, between the hours of 8:00am and 3:00pm local time, unless otherwise specified by the Customer.

9. KEY PERSONNEL

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions assigned to work under the contract, Key personnel shall not be removed or replaced without the prior notification of the State. The contractor shall replace all key personnel that are removed with personnel of equal skill, education and experience.

SPECIAL TERMS AND CONDITIONS

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

Industrial and MRO Supplies (LIGHTING)

10. DEFAULT

Contractor may be deemed to be in default if, at any time during the performance of the Contract, Contractor initiates or is party to actions including, but shall not limited to:

- Failure to provide the State with acceptable proof of compliance with prescribed insurance requirements;
- Failure in a material way to correct services not in conformance with the Contract or Purchase Orders;
- Repeated failure to comply with the requirements of the Contract;
- Material disregard of or failure to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
- Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
- Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; and
- Attempting to assign this Contract without obtaining the State's prior consent.

11. CATALOG/PRICE LIST, MAINTENANCE (ELECTRONIC/HARD COPY)

11.1 Catalog Definition. For the purpose of this contract, catalog means catalog, price list, schedule or other form. An established catalog price means the price included in a catalog that:

- Is regularly maintained by a manufacturer, distributor or Contractor;
- Is either published or otherwise available for inspection by customers; and
- States prices at which sales are currently or were last made to a significant number of any category of the general buying public for the items involved

11.2 Copies of Catalog. The contractor shall supply, at no charge to the State, catalogs/price lists of contracted items or notices of change to Eligible Agencies upon contract effective date, upon request, or as catalogs are incorporated into the contract.

11.3 Catalog Maintenance. The contractor shall provide and maintain electronic and hard copy versions of all contracted catalog/price lists during the contract term. No alterations, amendments or updates shall be allowed without prior approval by the State. Electronic versions shall be in either of the following formats.

11.3.1 Internet versions available through a Universal Resource Locator (URL) link, or;

11.3.2 Portable Document Format (pdf) versions attached to the contract

11.4 Catalog Requirements. All versions shall list all products the contractor is authorized to sell under the contract and shall not contain any items excluded from this contract. The catalog shall clearly indicate, at a minimum the following:

11.4.1 The contract number

11.4.2 Part numbers and descriptions (photos optional) of all contracted products or groups of products. Non-contracted products or groups of products shall be excluded from view.

11.4.3 Pricing information including catalog or list price and contract price.

11.4.4 The discount (percent %) from list price for each product;

11.4.5 Ordering information,

11.4.6 Key Personnel contact information; and

11.4.7 Service/Distribution points organized geographically by city or county (subcontractors).

11.4.8 Green Product Indicators

11.5 One Version. The State, at its sole discretion, may maintain the contractor's electronic catalog/price list data or provide electronic links to it through our ProcureAZ web-site. Regardless of the number and types of links to the contractor's electronic catalog/price list, the contractor shall ensure that all eligible agencies are able to access one, and only one, version of contracted catalog/price list.

11.6 Catalog Alterations. Upon award and during the term of the contract the contractor shall not alter, modify or update either the electronic or hard copy versions of the catalog/price list without prior approval by the State (see revised replacement catalog price/list provision for additional requirements). Hard copy versions shall be made available to all Eligible Agencies upon request at no cost.

12. PROCUREAZ ONLINE CATALOG AND ELECTRONIC ORDERING SYSTEM (PUNCH - OUT)

12.1 Features. The Contractor shall make available an online catalog to allow eligible agencies to make purchases through the State's eProcurement System (ProcureAZ). The features and functions of any online ordering catalog shall as a minimum include the following:

- Secured website.
- Access by standard web browsers
- Product information such as unit of measure, item status, price description and photos
- Item status inquiry functionality that provides stock availability
- Order tracking
- Help functionality
- Reflect current catalog / price list and contract pricing
- Restricted to only those items that may be purchased under this contract that are within the general product categories establish by this contract
- Any items that are excluded from this contract shall not be included.

12.2 Access. The Contractor shall provide access to and interconnectivity with ProcureAZ for the purpose of allowing authorized State system users to "Punch-Out" of the State's eProcurement system, and select contract products and services directly from the Contractor's website, and return to the State's system with pre-populated order details. Contractor shall cooperate with the State's system provider in the establishment and ongoing operations of their Punch-Out connection.

12.3 Timeframe. The "Punch-Out" capability shall be functional within the first six months of the contract begin date.

12.4 Cost. The cost associated with the Contractor's Punch-Out set-up, maintenance and support shall be borne by the Contractor.

13. CONTRABAND

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages

13.1 DEFINITION – A.R.S. § 13–2501.

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medication, etc.)

13.2 PROMOTING PRISON CONTRABAND – A.R.S. § 13–2505

13.2.1 A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any person confined in a correctional facility; or
- By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

13.2.2 Promoting prison contraband is a Class 5 felony.

14. PANDEMIC CONTRACTUAL PERFORMANCE

14.1 The Contractor shall have a plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

- Key succession and performance planning if there is a sudden significant decrease in contractor's workforce;
- Alternative methods to ensure there are products in the supply chain; and
- An up to date list of company contacts and organizational chart.

14.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

- After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms;
- The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
- Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

14.3 The State, at any time, may request to see a copy of the written plan from the contractor. The contactor shall produce the written plan within 72 hours of the request.

15. I.T. 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

SPECIAL TERMS AND CONDITIONS

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

Industrial and MRO Supplies (LIGHTING)

16. RISK AND LIABILITY

16.1 INDEMNIFICATION:

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

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

16.2 INSURANCE REQUIREMENTS:

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

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE**: Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

• General Aggregate	$1,000,000
• Products – Completed Operations Aggregate	$ 500,000
• Personal and Advertising Injury	$ 500,000
• Blanket Contractual Liability – Written and Oral	$ 500,000
• Damage to Rented Premises	$ 25,000
• Each Occurrence	$ 500,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

- Combined Single Limit (CSL) $500,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interests provision.

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability

Each Accident	$ 100,000
Disease – Each Employee	$ 100,000
Disease – Policy Limit	$ 100,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by the A.R.S. § 41-621 (E).

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

C. **NOTICE OF CANCELLATION**: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS**: Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE**: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS**: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL**: Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS**: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

UNIFORM TERMS AND CONDITIONS

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

Industrial and MRO Supplies (LIGHTING)

Version 9 (Revised 7-1-2013)

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

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

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and it's implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

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

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

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

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

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

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

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

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

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

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

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

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

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

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

4. Costs and Payments

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

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

4.3. Applicable Taxes.

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

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

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

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

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

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

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

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

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

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

6. **Risk and Liability**

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

6.2. Indemnification

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

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

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

6.4. Force Majeure.

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

6.4.2. Force Majeure shall not include the following occurrences:

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

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

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

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

7. Warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

8. State's Contractual Remedies

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

8.2. Stop Work Order.

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

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

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

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

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

9. Contract Termination

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

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

	END OF DOCUMENT **Solicitation No.: ADSPO14-00003418**	**STATE OF ARIZONA** State Procurement Office 100 N 15th Ave. Suite 201 Phoenix, AZ 85007
Industrial and MRO Supplies (Including Electrical, Air Filters & Lighting)		

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ATTACHMENT B

Solicitation No.: ADSPO14-00003418

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

Industrial and MRO Supplies (Including Electrical, Air Filters & Lighting)

ORGANIZATIONAL PROFILE

Failure to fully address all information requested may cause the bid to be determined non-responsive.

Firm Name	West-Lite Supply Co. Inc.	**Year Established**	1981
Principal Address (Street, City, State)	12951 166th St. Cerritos, CA 90703		
Years Experience performing services similar in size and scope as required by this solicitation.			32
Years the organization has conducted business in the State of Arizona.			6

CONTRACT REPRESENTATIVES TO CONTACT

	Name	Title	Telephone Number	E-Mail Address
1	Garry J. Haverland	President	800-660-6678	GHaver@West-Lite.Com
2	Gary Parmenter	Branch Manager	888-966-7601	GParme@West-Lite.Com

EXPERIENCE

(3) References for which your firm provided services of similar size and scope as required by this solicitation within the past 3 years. **All information shall be accurate and easily verifiable.**

1	Client Company/Address	Contact	Date	Dollar
	Yesco 6725 W. Chicago St. Chandler, AZ 85226	Joe Visintainer	2012	—
		Phone Number	**Email Address**	
		480-449-3726	JVisinta.new@yesco.com	
Services Provided Similar To Those Described In Solicitation				
Lamp / Ballast / Fixture Supply				

2	Client Company/Address	Contact	Date	Dollar
	City of Glendale 6210 W. Myrtle Ave. Glendale, AZ 85301	Gary Colvin	11-8-12	—
		Phone Number	**Email Address**	
		623-930-2751	gcolvin@glendaleaz.com	
Services Provided Similar To Those Described In Solicitation				
Lamp / Ballast / Fixture Supply				

3	Client Company/Address	Contact	Date	Dollar
	Arizona State Contract			
		Phone Number	**Email Address**	
Services Provided Similar To Those Described In Solicitation				
Lamp / Ballast / Fixture Supply				

	ATTACHMENT C Solicitation No.: ADSPO14-00003418	**STATE OF ARIZONA** State Procurement Office 100 N 15th Ave. Suite 201 Phoenix, AZ 85007
Industrial and MRO Supplies (Including Electrical, Air Filters & Lighting)		

OFFEROR'S KEY PERSONNEL

INSTRUCTIONS:

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

PRESIDENT — **Position**

GARRY J. HAVERLAND — **Name**

Current Information

Position Currently Held in Firm:	PRESIDENT
Years With Firm:	32
Years in Current Position:	21
Years Experience in Role Under This Contract:	32
Percentage of Employee's Time Dedicated to This Contract:	0% 5-10 % %

Related Experience

Project Name: STATE OF CALIFORNIA LAMP CONTRACT		
Job Title: PRESIDENT	Project Begin Date: 1982	Project Ending Date: 2011
Duties Performed Related to Proposed Position: MANAGEMENT, PRICING, SUPERVISION, SALES		
Project Name: VARIOUS CITY, COUNTY, SCHOOL DISTRICT CONTRACTS		
Job Title: PRESIDENT	Project Begin Date: 1981	Project Ending Date: 2014
Duties Performed Related to Proposed Position: MANAGEMENT, PRICING, SUPERVISION, SALES		

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

MR. NAVERLAND IS PRESIDENT OF WEST-LITE SUPPLY CO. INC WEST-LITE HAS 5 BRANCHES. MR. NAVERLAND MANAGES AND SUPERVISES ALL PERSONEL AS WELL AS PRICING FOR ALL MAJOR CONTRACTS. HE HAS OVER 35 YEARS EXPERIENCE IN LIGHTING SALES AND DISTRIBUTION.

	ATTACHMENT C Solicitation No.: ADSPO14-00003418	**STATE OF ARIZONA** State Procurement Office 100 N 15th Ave. Suite 201 Phoenix, AZ 85007
Industrial and MRO Supplies (Including Electrical, Air Filters & Lighting)		

OFFEROR'S KEY PERSONNEL

INSTRUCTIONS:

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

TEMPE BRANCH MANAGER — GARY PARMENTER

Position — **Name**

Current Information

Position Currently Held in Firm:	BRANCH MANAGER
Years With Firm:	6
Years in Current Position:	6
Years Experience in Role Under This Contract:	
Percentage of Employee's Time Dedicated to This Contract:	0% 10 - %

Related Experience

Project Name: VARIOUS CITY, COUNTY, SCHOOL DISTRICTS		
Job Title: AZ. BRANCH MANAGER	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position: MANAGEMENT, PRICING, SALES, CUSTOMER SERVICE		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		

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

MR. PARMENTER IS THE AZ. BRANCH MANAGER FOR WEST-LITE SUPPLY CO. INC. MR. PARMENTER SUPERVISES AND MANAGES ALL ASPECTS OF SALES AND OPERATIONS IN AZ. HE IS ACTUALLY INVOLVED IN OPERATIONS, SALES, AND CUSTOMER SERVICE. MR PARMENTER HAS OVER 34 YEAR EXPERIENCE IN THE LIGHTING INDUSTRY.

	ATTACHMENT D Solicitation No.: ADSPO14-00003418	**STATE OF ARIZONA** State Procurement Office 100 N 15th Ave. Suite 201 Phoenix, AZ 85007
Industrial and MRO Supplies (Including Electrical, Air Filters & Lighting)		

OFFEROR'S PROPOSED SUBCONTRACTOR(S)

The Offeror shall indicate all subcontractors that the Offeror will use to perform any portion of this solicitation's Scope of Work.

- If the Offeror will not subcontract any portion of this solicitation's Scope of Work and will be performing this solicitation's Scope of Work entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any subcontractors will be used, the Offeror shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in that paragraph for identifying all subcontractors.

☒ NO, The above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

☐ YES The above Offeror will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

- The Offeror shall list below each subcontractor's name/location, the type of service to be provided, the certifications they possess (copies of all certifications shall be provided as an attachment to the submitted proposal) and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used if necessary.
- The Offeror shall describe the quality assurance measures that the Offeror will use to monitor the subcontractor's performance as part of the response to Questionnaire Item 3 under Capacity of Offeror.
- The State reserves the right to request any additional information deemed necessary about any proposed subcontractors.

Please include all requested information below or attach as separate document

SUBCONTRACTOR INFORMATION

Name/Contact Information	Small Business (Y/N)	Type of Service	%
	☐		
	☐		
	☐		
	☐		
	☐		

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WEST-LITE SUPPLY CO., INC.

EXHIBIT B
Award and Rate Sheet

EXHIBIT B

West-Lite Supply Company

General Catalog Category Pricing Instructions

1 Please enter the percent discount of catalog/list price for all items in the not listed in core list for that category. Percentages may be provided based on manufacturer or on a category basis.

2 Percentages shall be whole amounts with no decimals. (i.e. 75%)

3 Column C - Offerors must enter a percentage for all categories in which they are bidding and completed the core list for that category.

4 Column D - Offerors shall provide the name of the catalog or Price List

5 Column E - Offorers shall provide the date the Price List or Catalog was published

Category	Discount off Catalog/List	Manufacturer /Name of Catalog or Price List	Date Published
Lighting	63	Sylvania PL-487 12-1 Blue Price Guide	5/1/2012
		For lamps, ballasts, LED's	
	63	Sylvania PI-488 12-1 Blue Excluded Price Guide	5/1/2012
		For lamps, ballasts, LED's	

EXHIBIT B

Lighting - West-Lite Supply								
Manufacturer	Product #	Description	Items per UOM	UOM	Catalog/List Price	Discount % Offered	Contract Price	Green /Energy Efficient (Y/N)
Sylvania	22484	FO28/841/XPPLUS/SS/ECO 28 WATT COOL 4100K 48",52000 HR,85 CRI T8 Lamp Meets 2012 Lighting Leg. Energy Standards	1	EACH	$25.92	88.80%	$2.90	Y
Sylvania	21577	FO32/841/XP/XL/ECO3 32 WATT, COOL 4100K, 48", 52000 HR, T8, 85 CRI MEETS 2012 LIGHTING LEG ENERGY STANDARDS	1	EACH	$57.08	95.97%	$2.30	Y
Sylvania	21999	FO32T8/741/ECO 32 WATT, COOL 4100K, 48 ", 36000 HR. 78 CRI , MEETS 2012 LIGHTING LEG STANDARDS	1	EACH	$11.48	89.75%	$1.18	Y
Sylvania	22485	FO28/850/XPPLUS/SS/ECO 28 WATT Very COOL 5000K 48", 81CRI, 52000HR. T8 Lamp Meetes 2012 Lighting Legislation Standards	1	EACH	$26.67	89.13%	$2.90	Y
Sylvania	49943	QTP 2X32T8/UNV ISN-SC 120/277V ELECTRONIC BALLAST, QUICKTRONIC 1 OR 2 T8 LAMPS. PRODUCT HELPS REDUCE ENERGY CONSUMPTION	1	EACH	$117.96	93.68%	$7.46	Y
Sylvania	20901	FP28/835/ECO Linear T5 Fluorescent Lamp,Neutral, 3500K 36000 HR 85CRI 45.2", Meets Lighting Leg Standards 28watt	1	EACH	$21.44	85.52%	$3.10	Y
Sylvania	20890	CF42DT/E/IN/841/ECO Plug-In CFL 42watt, Dimmable,4100K,17000HR, 82CRI, Triple Tube 4-pin	1	EACH	$37.03	90.55%	$3.50	Y
Sylvania	49863	QHE 2X32T8/UNV ISL-SC Electronic Ballast T8, 1 or 2 Lamps, 120/277V, Quicktronic High Efficiency, NEMA Premium Rated	1	EACH	$131.06	93.93%	$7.96	Y
Leviton	13353-0NX	Fluor. Lamp Holder,660 W Lamp, Quickwire Push-in, 1.68" High Medium Bipin Slide-on & Screw Mount	1	EACH	$3.48	54.02%	$1.60	Y
Sylvania	20583	FT36DL/841/ECO Plug-In CFL, 36Watt, Dimmable, 4100K,12000HR, 82CRI, 4 Pin	1	EACH	$35.92	86.22%	$4.95	Y
Sylvania	20885	CF32DT/E/IN/835/ECO Plug-In CFL 32 Watt, Dimmable, 3500K, 17000Hr, 82CRI, 4 Pin, Triple Tube	1	EACH	$36.85	90.50%	$3.50	Y
Sylvania	20673	CF26DD/E/835/ECO Plug-In CFL, 26 Watt, Dimmable, 3500K,17000HR, 82 CRI, 4Pin, Double Tube	1	EACH	$32.21	91.92%	$2.60	Y
Sylvania	21134	CF13DS/841/ECO Plug-In CFL, 13Watt, Non-Dim, 4100K, 10000HR, 82 CRI, 2 Pin, Single Tube	1	EACH	$10.89	90.36%	$1.05	Y

EXHIBIT B

Lighting - West-Lite Supply								
Manufacturer	**Product #**	**Description**	**Items per UOM**	**UOM**	**Catalog/List Price**	**Discount % Offered**	**Contract Price**	**Green /Energy Efficient (Y/N)**
Sylvania	64457	M250/U Quartz Metal Halide Lamp, BT28, 250 Watt, 65 CRI, Clear Mogul Screw Base 10000HR	1	EACH	$91.51	90.60%	$8.60	Y
Sylvania	67533	LU400/ECO High Pressure Sodium Lamp, ET18, 400 Watt, 30000HR, 22CRI, Clear Mogul Screw Base	1	EACH	$107.99	92.04%	$8.60	Y
GE	63011	LED3A15/W/TP LED Light Bulb, A15, 3000K, Warm, 80CRI, Medium Screw Base	1	EACH	$79.75	83.76%	$12.95	Y
ULT	23829	C2642UNVMEOOOK CFL Electronic Ballast, 120/277V, 54 Watt Multi-E Kit Includes Mounting Adaptor plate and wires in Kit	1	EACH	$83.40	83.99%	$13.35	Y

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WEST-LITE SUPPLY CO.,INC.

EXHIBIT C
Scope of Work

PROJECT

Contract allows for the purchase of Industrial and Facilities Maintenance Supplies for the catalog categories listed in the attached Scope of Work. The Contractor shall provide the Category of "Lighting" under this Linking Agreement at a discount of 63% off List price.

SCOPE OF WORK

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

Industrial and MRO Supplies (LIGHTING)

1. INTRODUCTION/BACKGROUND

Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Industrial and Facilities Maintenance Supplies necessary to support all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies). The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all State Agencies and Cooperative Members may be found on the State Procurement Office's Website. The State intends to award a contract(s) to qualified vendors in accordance with the terms, conditions and provisions set forth herein.

The awarded contract(s) shall replace existing contracts for Industrial Equipment and Supplies, Lighting Supplies: Lamps, Ballasts, Light Sensors and Exit Signs, Electrical Parts and Supplies, HVAC Filters and WSCA Facilities MRO/ Industrial Supplies. The State desires to enter into contract(s) with reliable and capable vendors who can manage multiple agency accounts and delivery points located throughout the state, provides a online ordering system from a contract specific catalog with an effective filtering mechanism for excluded products, has sufficient statewide delivery capabilities, and offers a full, comprehensive line of Industrial and Facilities Maintenance Supplies, comprised of the items within the Product Categories at reasonable prices and offers the various discounts and programs as stated in this solicitation. The estimated dollar volume of products and equipment purchased under the proposed contract(s) is $10 to $12 million annually based on historical usage data and anticipated volumes. This is an estimated usage and because this contract(s) will be used on an as needed basis, the State makes no guarantee as to actual spend under any resultant contract.

2. STATEWIDE CAPACITY REQUIREMENTS

The Contractor shall have certain capacities and support mechanisms in place for the successful performance of this contract on a statewide basis. These capacities and support mechanisms shall include but are not limited to the following:

2.1 Business Capacity. The Contractor shall have the ability to ensure acceptable performance under a statewide contract including the ability to create and manage numerous individual accounts for order placement, billing and reporting purposes and the ability to provide a full range of products, materials, parts, and service for each category offered in order to meet the demands of all eligible agencies. . This shall include the ability to resolve customer disputes, handle multiple communications from accounts and provide excellent customer service.

2.2 Key Personnel. The Contractor shall have in place capable key personnel trained and responsible for providing the following services. A separate staff member is not required for each area described but each of these duties shall be specifically assigned to someone capable of performing each of these duties.

2.2.1 Arizona Statewide Contract Representative - knowledgeable on all aspects of the contract, will handle contract administration requests and resolve problems that may arise. (Main point of contact for the State Procurement Office)

2.2.2 Catalog Maintenance -Maintain electronic, hard copy and ProcureAZ Punch-out Catalog along with resolution of State contract pricing issues

2.2.3 Spend Management Representative – Knowledgeable in various spend management techniques and experience in the successful application of those techniques.

2.2.4 Contract Data Analyst – capable of analyzing and reporting on various contract data inquiries including but not limited to contract spend data, usage trends, etc.

2.2.5 Eligible Agency Contract Customer Service Representative – Appropriate number to provide agency specific customer service and contract administration including but not limited to; return policies, after hours service, post sales support, out of stock, order tracking, quality assurance, orders

2.3 Ordering Capabilities. The Contractor shall have the ability to handle electronic, P-Card, hard copy, phone, fax and walk in/will call orders as described within this solicitation. This includes providing and maintaining electronic and hardcopy catalogs along with toll-free phone customer service for ordering support and also web based catalogs that are maintained for the sole purpose of the State of Arizona Contract products and services.

2.4 Delivery Commitments. Contractor shall have clear policies in place for delivery completion time frames and minimum delivery commitment to any eligible agency.

2.5 Product Availability. All products offered shall be available for ordering at the time of contract award and throughout the life of the contract. Changes to products that are available under any resultant contract cannot be made without prior written approval from the State in the form of a formal ProcureAZ contract change order.

2.6 Statewide Delivery. The Contractor shall have inventory and delivery capabilities sufficient to meet statewide customer demand and delivery requirements as stated in this solicitation.

2.6.1 Upon request of an Eligible Agency, the Contractor shall provide inside delivery to specific locations at no extra charge. Inside delivery is defined as inside the customer's business, building or outer property grounds.

2.6.2 Delivery for in stock items shall not exceed 48 hours (within 24 hrs is preferable).

2.6.3 Delivery of out of stock items shall not exceed 10 working days. Individual Eligible agencies may have additional restrictions for a given circumstance.

2.6.4 The contractor shall have policies in place regarding late delivery such as order cancellation policy, discounts given for late deliveries, order tracking, etc.

2.6.5 Eligible agencies may have policies in place for the imposition of penalties for contractors that have continual late deliveries. These may include but are not limited to cancellation of order, future non use of contractor or filing of vendor performance report with the State Procurement Office.

2.7 Distribution / Warehousing Facilities. Contractor shall provide adequate warehouse facilities and distribution network dedicated to the successful performance of the awarded contract. This shall include but not be limited to adequate volume stock levels, staff levels, fill rates and will call capabilities. The Contractor shall have a policy in place for damaged freight, shipping and invoicing error, defective items and other policies the increase the ability to deliver customer orders in a timely and accurate manner.

3. PRODUCT REQUIREMENTS

3.1 Catalogs. Catalogs and/price lists shall be made available in both electronic and hardcopy formats upon request from an Eligible Agency. An accessible website that contains a downloadable catalog or price list or an interactive web catalog or price list shall also be available for use by Eligible Agencies. All catalogs that are made available to Eligible Agencies for use under this contract shall only contain products included under this contract. The contractor shall not represent any product that is specifically excluded as a product covered under this contract. The contractor shall have a process in place for removing items determined to be exclude from this contract.

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3.2 ONLINE CATALOG AND ORDERING (Punch-Out).

3.2.1 The State utilizes an online catalog and ordering function (punch-out) through ProcureAZ for most purchase under this contract. The contractor shall have a secured website for placing online orders. The features and functions of this online ordering catalog shall include:

- Access by standard web browsers
- Search functions
- Product information such as unit of measure, photos, and item status inquiry functionality that provides stock availability
- Indicate current catalog/or list price and contract price
- Order tracking
- Help functionality
- Acceptance of P – Cards
- Allow only contract items to be viewable
- Ability to block or exclude items or categories
- Identify the following product types;
    - Core List Items
    - Green / Recycled Products
    - Energy Efficient Products

3.2.2 *Access.* The Contractor shall provide access to and interconnectivity with the State's eProcurement System for the purpose of allowing authorized State system users to "Punch-Out" of the system, to access directly the Contractor's website, select contract products and services, and return to the State's system with the order details. Contractor shall cooperate with the State's system provider in the establishment and ongoing operations of their punch-out connection.

3.2.3 *Timeframe.* The "Punch-Out" capability shall be functional within 12 months of the contract begin date.

3.2.4 *Cost.* The cost associated with the Contractor's Punch-Out set-up, maintenance and support shall be borne by the Contractor.

3.2.5 *Discount Offered.* The implementation and management of electronic ordering systems result in lower administrative costs for both the Contractor and the State, it is therefore requested that the Contractor offer an additional discount percent (%) from list price for those who utilize the Punch-Out system to make purchases under this contract.

3.2.6. The Online ProcureAZ Punch-Out Catalog shall be required for any contract awarded for all categories.

3.3 Core List. The contractor shall provide discounted firm fixed price for specific items or their equivalent listed within the core product list. The contractors shall provide products and pricing in a minimum of one category. The Core List reflects the most common or frequently purchased under the existing state contracts. The contractor shall provide the product specified or equivalent. The core list may change during the term of the contract. Changes may be made to the core list at the time of renewal and shall reflect the most common products purchased under the contract to provide the best value to the Eligible Agencies. If multiple contracts are awarded, the core list shall have the ability to reflect the usage under each contract.

3.4 Catalog / Product Categories. The Contractor shall provide an established catalog/price list(s) containing comprehensive selection of products for a minimum of one Product Category. Pricing for all non-core / catalog items shall be based on a single fixed discount percent (%) from an establish list price. There is no limited to the number of commodities or equipment offered under each category nor is the contractor required to provide all items included in the description of the category. All products offered under any category shall fall within the general category description. If there is any question as to a product's inclusion in a category, the Procurement Officer shall make the final decision. Following is a general description of the product categories available under this contract along with any additional requirements of the products within each category.

3.4.1 ***Adhesives/Lubricants/Sealants*** - Shall include but not be limited to; Tapes, Glues & Epoxies, Sealants, Cements & Caulk, Wire Brushes and Lubricants.

3.4.2 ***Electrical*** - Shall include but not be limited to; Gang Boxes, Electrical Metallic Tube (EMT) Conduit, Wire Connectors, Clamp Connectors, Switches, Electrical Boxes, Couplings, Circuit Breakers, Outlets, Wire Pulling Lubricant, Multi-Purpose Ties, Wall Plates, Timers and Relays, Wire & Cable, Power Supplies, Plugs and Receptacles, Electrical Hardware and Fasteners. All electrical parts and supplies shall be provided in accordance to the appropriate Federal, State or Local Standards and Regulations. Applicable standards and regulations that shall be followed include but shall not necessarily be limited to;

- UL Standard 797 Electrical Metal Tubing
- American National Standards Institute (ANSI) C80.3
- National Electric Code (NEC)
- NEMA, UL, CSA Standards

3.4.3 ***Hand Tools and Accessories*** - Shall include but not be limited to; Hammers, Hand Saws, Pliers and Clamps, Crimping and Cutting Tools, Utility Knife and Replacement Blades, Putty Knife, Plaster & Scrapping Tools, Screwdrivers, Wrenches, Staple Guns, Lawn and Garden Hand Tools, Taps, Dies, Screws, Bolts, Fasteners

3.4.4 ***Heating, Ventilating, Air Conditioning Filters (HVAC Filters)*** – Includes any filter or filter media used to capture air-borne particulate matter. All filters shall meet the smoke and flammability requirements of Underwriters' Laboratories UL 900, Test Performance of Air Filter Units, Class 2 unless stated otherwise. Any metal grids and casings shall be corrosion resistant. Non Metal Frame shall be high wet strength 28 pt. beverage board bonded on all four sides to prevent collapse. Filters shall be constructed with 90degree corners. The actual filter dimensions shall not differ from the stated nominal dimensions by more than 5/8". The following types of filters at a minimum shall be offered.

- *Pleated Filters* Minimum MERV 7 when evaluated under the guidelines of ASHRAE 52.2 .2 as revised. Filters shall be classified Class 2 per U.L. Standard 900. Filters shall have a minimum efficiency of 25%.
- *Flat Panel Filters* with a minimum average arrestance rating of 70% and frames composed of wood pulp products formed to hold structural rigidity during normal handling.
- *Pocket Bag Filters* The air filters shall be high efficiency ASHRAE extended surface pocket style filters consisting of 100% high density synthetic .media, a galvanized steel header, galvanized steel pocket retainers, and bonding agents to prevent air bypass and ensure leak performance. Filters shall be minimum MERV 11 and minimum efficiency rating of 65%.
- *Rigid Box Filters* The air filters shall be rated a minimum of MERV 11 with a minimum efficiency rating of 60% with frames and headers constructed of corrosion resistant galvanized steel.
- *High Efficiency Particulate Air (HEPA) & Ultra Low Penetration Air (ULPA) Filters* – Each filter shall be individually tested for efficiency and initial resistance at rated air flow. The test results shall be indicated on the filter label. The filters shall meet the requirements of IES-RP-CC001.3. The filter efficiency shall be 99.97% DOP (Disbursed Oil Particulate Testing).

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3.4.5 ***Lighting*** - Shall include but not be limited to; Energy Saving Lamps (Fluorescent, High Intensity Discharge, Traffic Signal lamps, and Incandescent), Ballasts, LED Lighting, Light Sensors, Exit Signs and Emergency Lighting.

All lamps and ballasts supplied under this contract shall be energy saving. It shall be recommended that all Standard A19 Incandescent Bulbs be replaced with energy efficient alternatives. All lamps and ballasts shall conform to all applicable Federal, State and Local laws, regulations and standards including but not limited to:

- 2012 Federal Lighting Legislation
- Restriction of Hazardous Substances Directive (RoHS)
- All mercury containing lamps shall be clearly marked and shall have passed US EPA's Toxicity Characteristics Leaching Procedure (TCLP) and not be classified as a hazardous waste.
- Electronic ballasts shall meet the limits of FCC Title 47, Parts 15 and 18 limitations for electromagnetic interference (EMI) radio frequency interference (RFI) and shall have at least a 5 year warranty.
- It shall be indicated if the electronic ballasts has been rated by NEMA Premium Electronic Ballast Program
- ANSI C82 Ballasts Standards
- ITE publication "Standard for Traffic Signal Lamps" and the ADOT Standard Specifications for Road and Bridge Construction (1996) - *Lamps to be used in vehicular traffic signal faces*
- If there are existing T12 systems, they shall be recommended to be converted to T8 Systems
- Energy Policy Act (EPACT) – All Lamps
- Light Sensors shall have a standard 5 year warranty and shall be UL and CUL listed.
- Exit signs shall have an input power demand of 5 watts or less per face and NEMA Premium Exit Signs shall be recommended.

3.4.6 ***Material Handling Equipment*** - Shall include but not be limited to; Ladders & Racks, Hand Trucks and Carts, Scales, Casters, Wheels, Shelving, Tool Storage, Rope, Straps.

3.4.7 ***Motors, Pumps and HVAC*** - Shall include but not be limited to; DC Motors, HVAC Motors, General Purpose Motors and Pumps.

3.4.8 ***Pneumatics, Hydraulics, Welding & Accessories*** - Shall include but not be limited to; Impact Wrench, Air Compressors, Vacuum Pumps, Valves, Regulators and Hoses, Arc Welding Rod and Wire Solder, Protective Helmet & Welding Gloves, Torch Kit & Regulators, MIG/TIG Welders.

3.4.9 ***Power Tools & Accessories*** - Shall include but not be limited to; Cordless Drills, Saws and Hammers, Finishing & Routing Tools, Battery Packs, Power Shears and Heat Guns, Drill Bits, Saw Blades, Milling Tools

3.4.10 ***Safety/Security/Batteries/Flashlights*** – Shall include but not be limited to; Gloves, Protective Eye Glasses and Headgear, Safety Signs and Vests, Protective Clothing and Footwear, Safety Cones, Barricade Tape & Safety Flags, Portable Water Coolers, Batteries, Flashlights, Fans, Heaters, Sports Drinks

3.4.11 ***Testing/ Measuring Instruments*** **– Shall include but not be limited to; Gauges, Meters, Testing Kits, Thermometers, Battery Testers, Calibrators, Measuring Tools and Tapes.**

3.5 Material Safety Data Sheets. Eligible agencies shall be provided MSDS as required by the Occupational Safety and Health Administration (OSHA) for all goods provided under this contract which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. The MSDS sheets shall be available for disclosure purposes to all agencies at the time of contract award. All products shall be clearly labeled with instructions for proper use, personal protective requirements and disposal instructions.

4. EXCLUSIONS

Certain product categories, and specific items, which are covered by other State contracts or are otherwise prohibited, shall be excluded. The contractor shall exclude any additional items upon request. Contractor shall have a procedure in place to remove any product or type of products upon request. Current exclusions include, but are not limited to the following;

- Janitorial Supplies (Including paper products, toilet & facial tissue, paper towels and rolls, cleaning chemicals)
- A/V Equipment including cameras, digital projectors, & projection screens
- Computers, PDA's, & Accessories including printers, scanners, monitors, & webcams
- Furniture including all accessories, armoires, bookcases, chairs, credenzas, cubicle or modular furniture, desks, filing and storage cabinets, tables, wall and floor shelving. (Industrial or shop shelving and storage is allowed)
- Recognition or Length of Service Awards Software,
- Cell phones, Two Way Radio and other electronic communication equipment
- Signs, Acrylic and Vinyl Lettering
- Plumbing Supplies (Including Waterless Urinals, Water Heaters, Fixtures, etc.)
- Office Products and Office Supplies (Including Office Paper)
- Building Materials – lumber, paint. (Marking or Surveying Paint is allowed)
- Automotive Parts, Electronics & Fluids
- Appliances

5. SERVICE AND PROGRAM REQUIREMENTS

5.1 Customer Service. The contractor shall provide customer service representatives, knowledgeable about the contract, to handle questions and resolve problems that arise. Customer service requirements shall at a minimum include;

- Representatives available to contract users during normal business hours that have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, contract product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information.
- Shall be able to be accessed by toll free phone number, fax, email or internet.
- Emergency number for after hours use.
- An escalation plan issues that are not resolved at initial contact.

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5.2 Spend Management Program and Reports. The Contractor shall offer a Spend Management Program that provides usage and spend information to customers for analysis of spending patterns. After the analysis is complete, the contractor shall provide suggestions and identify changes that would reduce customer expenditures such as identifying best value products and delivery.

5.3 Seminars. The Contractor shall have the ability to provide seminars to Eligible Agencies under an awarded contract. The Contractor shall provide a description of the seminars available that includes a seminar's proposed subject matter, presenter qualifications, number of seminars, proposed locations, method of delivery for seminars and notification to potential users. Subject matter of the Seminars may include but shall not be limited to;

- Green initiatives updates
- Hazardous materials
- USDA registered chemicals
- MSD and
- OSHA.

5.4 Product Training / Demonstrations: The Contractor shall offer product training available to Eligible Agencies. All product training shall be site specific. Contractor shall describe training offered including but not limited to;

- New products Demonstrations and Training
- Equipment and operation
- Green products
- Energy conservation

5.5 Warranties. The Contractor shall describe all warranties that will be offered on all applicable equipment and products under this contract. All warranties offered shall meet or exceed the standard manufacturer warranty for that equipment of product.

5.6 Small Business Enterprise Subcontract Program. The Contractor shall indicate the utilization of any Small Business Enterprise Subcontractors in the performance of any resultant contract. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which has gross revenues of $4 million or less. To qualify as a Small Business Enterprise Subcontract Program, the Contractor shall set aside a percentage of their business under this contract as subcontracts that will be performed by small business enterprises. Examples of where these subcontracts may be best utilized include but are not limited to subcontracting for a percentage of deliveries made in specific geographic areas of the state, product packaging services and billing or customer service/ordering services.

5.7 Discounts. The Contractor(s) is encouraged to offer discounts for various groups or purchases. Such discounts may include but are not limited to the following;

- **Educational Discount** - additional discount percent (%) from list price to qualifying educational institutions (e.g. K-12, Colleges and Universities).
- **Single Bulk Purchase** - additional discount percent (%) from list price offered on stand-alone bulk purchases. If offered, the contractor shall clearly describe what qualifies for the discount.
- **P-Card** – additional discount percent (%) from list price offered on purchases paid on a Purchasing Card.
- **Punch-out** - additional discount percent (%) from list price offered on purchases made utilizing the State's ProcureAZ Punch-Out process.

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6. GREEN REQUIREMENTS

6.1 Environmental and Sustainable Practices. The contractor shall have sound environmental and sustainability practices in place. The environmental practices should be applicable to the items being offered such as;

- Offer and recommend environmentally preferable products to customers when available and not cost prohibitive.
- Offer and use environmentally friendly products, materials and suppliers where economically feasible.
- Offer and use equipment that may be disassembled so that components can be separated and reused or recycled easily,
- Products that provide end of life recycling or cradle to grave processes,
- Reduced Packaging or use environmentally friendly packaging that uses no disposable containers, is made from recycled content and meets or exceeds the minimum post consumer content level for packaging in the U.s. EPA Comprehensive Procurement Guidelines
- Recycling of lighting and electronic products
- Buy Back Programs
- Green Labeling and 3rd Party Certifications
- Identification of and Online Search capabilities green products in catalogs..

6.2 Green Certification. The contractor shall have policies in place to reduce the environmental impacts associated with the manufacture, use and disposal of products they offer to the extent it is technologically and economically feasible. The State encourages the purchase of products containing recycled content as well as those that are environmentally friendly or identified as green certified products such as Green Seal Certified. The contractor shall supply a list of the industry recognized certifications and standards obtained.

6.3 Recycled Content. The Arizona Recycling Program encourages Arizona to reduce, reuse, recycle and buy recycled products as an alternative to solid waste disposal in landfills. Contractors are encouraged to offer products containing post consumer content. Contractors shall have policies in place detailing their commitment to offering products where economically feasible, that contain recycled content. The policy should also include goals for minimum percentage of post consumer material contained in those items..

6.4 Packaging. Contractors are encouraged to offer packaging that that is environmentally friendly and meets at least one but preferably all of the following criteria;

- Minimizes or eliminates the use of disposable containers or wrap,
- Made from 100% post-consumer recycled materials or at a minimum 25% post consumer materials
- Be recyclable
- Reusable
- Non-toxic
- Biodegradable

6.5 Energy Efficiency. ARS 34-451 requires; "All state agencies shall procure energy efficient products that are certified by the United States department of energy or the United States environmental protection agency as energy star or are certified under the Federal Energy Management Program (FEMP) in all categories that are available unless the products are shown not to be cost-effective on a life cycle cost basis."

Contractors are encouraged to offer products that meet these requirements. Information about Energy Star Products and FEMP may be found at;

- http://www.energystar.gov/products ; and
- http://www1.eere.energy.gov/femp/procurement/eep_requirements.html

6.6 Reporting Requirements. The following requirements shall be performed by the Contractor relating to an Environmentally Friendly or Green Products.

6.6.1 The Contractor shall submit an **Environmentally Friendly or Green Product Report** that identifies the environmentally friendly or green products, energy efficient products, and products containing 25% post consumer material sold and the total dollars purchased during the reporting period.

6.6.2 The Contractor shall furnish this report on annual basis to the Procurement Officer of Record no later than July 31st or upon request of the State..

6.6.3 Failure on the part of the Contractor to accurately and timely submit any reports required by this contract may give rise to any contractual remedies available to the state.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WEST-LITE SUPPLY CO., INC.

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 6 of the Agreement. The amount of compensation, including purchase of products and services, is provided in the rate sheet and award pursuant to State of Arizona Agreement No. ADSPO14-06477.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $26,000 annually or $78,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

On an as needed basis.

File #: 15-844, **Version:** 1

AMENDMENT #2 TO CONTRACT C-9241 EMERGENCY HOME REPAIR PROGRAM ADMINISTERED BY HABITAT FOR HUMANITY CENTRAL ARIZONA

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to amend Contract C-9241 and authorize the additional expenditure of Community Development Block Grant (CDBG) funds in the amount of $22,202 for the Emergency Home Repair Program.

Background

Annually, the City of Glendale is awarded CDBG funds by the U.S. Department of Housing and Urban Development (HUD) to be used for eligible activities. Each year the City Council, through the CDBG grants process, allocates funding for the Glendale Emergency Home Repair Program, which is a critical component of the City's Residential Rehabilitation Program.

In FY 2014-15, the Community Development Advisory Committee (CDAC) conducted a formal grants process and made funding recommendations to the Mayor and Council. As part of this process, Glendale's Emergency Home Repair program was allocated $372,298 in CDBG funds to provide emergency repairs to qualifying homeowners located within the City of Glendale. Subsequent to this action, a contract (C-9241) was approved and entered into with Habitat for Humanity Central Arizona for emergency repair services.

Because of the unanticipated number of requests for emergency repair assistance, the Agency has expended all of its FY 2014-15 contract funding, but still has approximately $21,756.68 in additional expenses, covering the period of August 23, 2015, through September 18, 2015, that have not been reimbursed. The city has a FY 2015 -16 funding contract in place with Habitat for Humanity, but it cannot be used to pay for any expenditure prior to the environmental clearance date of September 18, 2015, because of the federal National Environmental Protection Act (NEPA) rules and regulations. Because of this, it is necessary to increase the available CDBG funds under contract C-9241 by $22,202. If approved, the additional funds will be taken from the existing Single Family Rehabilitation account to pay for these expenses and will not impact the operations of the Community Revitalization division.

Analysis

Over the course of FY 2014-15, the Emergency Home Repair program assisted 172 homeowners utilizing approximately $394,500 in CDBG funds. This amount is consistent with the expected participation in the program and has allowed for much needed repairs to our low-to-moderate income homeowners, especially those that are elderly and on a fixed income.

It is important to note that each applicant whose assistance exceeds $1,000 has a five-year lien placed against their home for the amount of CDBG funds they received over this amount. Each year, one-fifth of the amount is forgiven, and after five years, the lien is released. If the homeowner were to sell their home before the end of the five year period, the remaining balance will be paid to the city upon sale of the house. Should this occur, these funds are considered "program income" and would be used to further fund the program in subsequent years.

The program is entirely funded with CDBG funds previously recommended by the Community Development Advisory Committee (CDAC) and subsequently approved by the City Council. As such, the use of these funds does not impact on the City's General Fund.

Previous Related Council Action

On May 13, 2014, the City Council authorized the Acting City Manager to enter into agreements using FY14-15 CDBG funds for the Community Revitalization Residential Rehabilitation program with Resolution 4799.

On November 17, 2015, the city executed Amendment #1 to Contract C-9241; extending the contract term to February 25, 2016.

Community Benefit/Public Involvement

The Glendale Emergency Home Repair Program is one component of the City's Residential Rehabilitation program that helps stabilize neighborhoods and improve the quality of life for low-to-moderate homeowners. To date, thousands of homeowners have had emergency assistance, such as the replacement of broken water heaters, water lines, malfunctioning electrical panels, and non-working air-conditioning units. This has helped homeowners, especially seniors, with needed emergency repairs to help them stay in their homes.

Budget and Financial Impacts

Since this is a federally-funded program, there is no impact to the City General Fund.

Cost	Fund-Department-Account
$22,202	**1320-31098-518200- CDBG Emergency Home Repair Program-Professional and Contractual**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

AMENDMENT #2 TO
SUBRECIPIENT CONTRACT C-9241

This Amendment to Subrecipient Contract C-9241-2 ("Amendment") is made this ____ day of _____, 2016, by and between the City of Glendale, an Arizona municipal corporation ("City") and Habitat for Humanity Central AZ, an Arizona non-profit corporation authorized to do business in Arizona ("Agency").

RECITALS

A. City and Agency previously entered into a Subrecipient Contract No. C-9241 ("Agreement");

B. The City and the Agency, extended into Amendment #1 to contract C-9241-1 on November 17, 2015 which extended the term of the Agreement until February 25, 2016.

C. City and Agency wish to further modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Contract Amount**. Section 1.2 of the Contract provides that the City will provide financial assistance in the amount not to exceed $372,298.00. This provision is hereby superseded and amended to provide " The amount of financial assistance the City will provided shall not exceed $394,500.00."

3. **Ratification of Agreement.** City and Agency hereby agree that, except as expressly provided herein, all provisions of the Agreement shall be, and remain in full force and effect. If any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Habitat for Humanity Central Arizona
an Arizona non-profit corporation

_____
By: Rodger Schweirjohn
Its: CEO

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing amendment was acknowledged before me this _____ day of _____, 20_____, by _____ in the capacity as _____ with the _____, an Arizona non-profit corporation.

_____
Notary Public

My Commission Expires:

_____

File #: 15-846, **Version:** 1

AUTHORIZATION TO RELOCATE THE CITY COUNCIL WORKSHOPS TO THE CITY COUNCIL CHAMBERS
Staff Contact: Jennifer Campbell, Assistant City Manager

Purpose and Policy Guidance

As per previous Council discussion, staff is seeking approval to relocate the City Council Workshops from room B-3 to the City Council Chambers.

Background

On December 2, 2015, Councilmember Aldama brought forward a Council Item of Special Interest to relocate the City Council Workshops from room B-3 to the City Council Chambers. Vice Mayor Hugh also expressed support for this relocation. On January 5, 2016, this item was brought to Workshop and received City Council consensus to relocate the Workshops from room B-3 to the City Council Chambers.

Analysis

Relocating the Workshops to the City Council Chambers is not anticipated to impact facilities, audio and visual or communications. The relocation will require an additional police officer be present during the meetings. The new location may make it difficult when there are multiple presenters for an item because there is only one microphone. During long presentations speakers will need to stand and there is limited area for materials for presenters to use. Staff has reviewed the layout and will try to mitigate these issues with a new seating arrangement.

Previous Related Council Action

On January 5, 2016, City Council gave consensus to relocate the Workshops from room B-3 to the City Council Chambers.

On August 13, 2013, City Council voted and approved to conduct Workshops in City Hall room B-3, voting meetings in the City Council Chambers and as a contingency to move Workshops to the Council Chambers in the event of inadequate seating in B-3.

Community Benefit and Public Involvement

Relocating the workshops to the City Council Chambers will allow for more citizens and guests to attend the meetings due to the increased seating capacity of the chambers.

Budget and Financial Impacts

The cost of an additional officer for one hour could be as much as $76 dollars. This will vary depending on the officer assigned to the meeting. Meeting times will vary and the officer assigned to the meetings will vary. Both these factors will affect cost. These costs will be absorbed in the current Police Operating Budget. No additional funding is necessary. The costs are assigned to the officer's home division and vary throughout the department.

File #: 15-816, **Version:** 1

AUTHORIZATION TO RATIFY THE EXPENDITURE OF FUNDS FOR MONTHLY PAYMENTS MADE TO MARICOPA COUNTY FOR PRISONER DETENTION SERVICES AND PROVIDE EXPENDITURE AUTHORIZATION FOR FUTURE PAYMENTS NECESSARY IN FISCAL YEAR 2015-16

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to ratify the expenditure of funds for payments made to Maricopa County for prisoner detention services for July through November 2015 in the amount of $570,525.36 and provide expenditure authorization for future payments necessary in the remaining 2015-16 fiscal year (FY) for a total expenditure in the approximate amount of $1,200,000.

Background

Glendale Police Department (GPD) has been using Maricopa County's detention facility for over 50 years. Although GPD has a detention facility, it is only deemed for temporary stays and is not permitted to hold misdemeanor defendants past 48 hours, due to the lack of shower facilities, laundry facilities, and a medical clinic, which are standards set by the Commission on Accreditation for Law Enforcement Agencies, Inc. The GPD pays Maricopa County for housing inmates that are sentenced to more than 48 hours by Glendale City Court, or anyone held on charges for more than 48 hours waiting to see a judge.

Analysis

It is Maricopa County's practice to distribute annual Jail per Diem Billing Rates for Cities and Towns, but not to enter into an Intergovernmental Agreement. For FY 2015-16 the rates are: $285.94 per booking and $85.49 per day. The annual GPD budget for Maricopa County prisoner detention services is calculated from a predicted number of bookings and per day use, which can vary from month to month.

Maricopa County has the only detention facility in the county that has the ability to provide these services for the City of Glendale. GPD performs monthly audits on the invoices to ensure accuracy. Staff is requesting Council ratify the expenditure of funds for monthly payments already made for July through November 2015, and provide expenditure authorization for future payments necessary in the remaining fiscal year.

Previous Related Council Action

On November 24, 2014, Council ratified the expenditure of funds for monthly payments made to Maricopa County for prisoner detention services for July through October 2014, and approved expenditure authorization for future payments necessary in the remaining 2014-15 fiscal year.

Budget and Financial Impacts

Funding for these detention services is available in the General Fund and was approved in the FY 2015-16 Council adopted budget for the Police Department.

Cost	Fund-Department-Account
$1,200,000	1000-12220-531800, General Fund-PD Detention-Prisoner Maintenance

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

File #: 15-837, **Version:** 1

AUTHORIZATION TO RATIFY THE EXPENDITURE OF FUNDS FOR PAYMENT OF REQUIRED UPGRADES AND QUARTERLY OPERATING AND MAINTENANCE COSTS, AND PROVIDE EXPENDITURE AUTHORIZATION FOR FUTURE PAYMENTS NECESSARY IN FISCAL YEAR 2015-16 FOR THE REGIONAL WIRELESS COOPERATIVE
Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to ratify the expenditure of funds for payment of fees in the amount of $903,337.28 for required upgrades as part of the Regional Wireless Cooperative (RWC). Staff is further requesting Council ratify the expenditure of funds for the two quarterly payments made to the Regional Wireless Cooperative for operating and maintenance (O & M) costs for July through December 2015, and provide expenditure authorization for future payments necessary in the remaining 2015-16 fiscal year (FY) for a total O & M expenditure in the amount of $577,821.60. The total amount of the expenditure in this request is $1,481,158.80.

Background

On February 22, 2011, Council authorized the entering into of an intergovernmental agreement (Resolution No. 4462 New Series) to plan, design, construct, operate, maintain, and finance the Regional Wireless Cooperative (RWC). The RWC is a coalition designed to create efficiency and reduce costs for a valley-wide public safety communications system that includes both fire and police departments. The RWC includes the following cities and towns: Avondale, Buckeye, Chandler, El Mirage, Glendale, Goodyear, Guadalupe, Maricopa, Paradise Valley, Peoria, Phoenix, Scottsdale, Surprise, Tempe, and Tolleson. The RWC also includes the following fire districts: Daisy Mountain, Sun City, Sun City West, and Sun Lakes, as well as the Maricopa County Community College District.

Continued participation in the RWC will provide public safety personnel with true radio interoperability between disciplines and departments in the Phoenix metropolitan area, for safety and coordination during major events and emergency situations. Additional benefits include enhanced radio coverage, system redundancy, and a mechanism for controlling network costs through the economy of scale provided by the cooperative.

Analysis

Ongoing operating and maintenance costs for the RWC have been built into the annual Police Department, Fire Department, and Field Operations budgets as a specific line item, submitted for Council approval. Upon further review by Finance staff, due to the amount, it has been suggested the O & M payments be brought forward as a Council agenda item to be certain Council is aware of the expenditure. Expenses for the required narrowbanding and software upgrades over $50,000 were not part of the annual budget and now require

Council approval. Ratification is necessary for the payment of upgrades, as the invoices were due no later than December 10, 2015 in order to avoid monetary penalties.

Staff is requesting Council ratify the expenditure of funds for the payment of fees in the amount of $903,337.28 for the required upgrades as part of the RWC. Staff is further requesting Council ratify the expenditure of funds for the two quarterly payments to the RWC for O & M costs, and provide expenditure authorization for future payments necessary in the remaining 2015-16 FY for a total O & M expenditure in the amount of $577,821.60.

Previous Related Council Action

On March 24, 2015, Council approved expenditure authorization by the City Manager for fees to the RWC in an amount not to exceed $1,475,092 for FY 2014-15.

Budget and Financial Impacts

Expenses for the RWC upgrade costs and O & M costs will be charged to the Police Department operating budget and subsequently allocated to the other user departments. Should the total appropriation not be sufficient to cover this expense, a potential fourth quarter budget transfer may be necessary.

Cost	Fund-Department-Account
$1,481,158.80	**1000-12230-522200, Police Radio Repairs**

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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File #: 15-836, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE ASSOCIATES CONSULTING ENGINEERS, DOING BUSINESS AS DIBBLE ENGINEERING, AND APPROVE THE EXPENDITURE OF FUNDS FOR ARROWHEAD RANCH SEWER LINE AND MANHOLE REHABILITATION (PHASE I)

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with Dibble Associates Consulting Engineers, DBA Dibble Engineering and approve the expenditure of funds in an amount not to exceed $315,660 for engineering services for Arrowhead Ranch sewer line and manhole rehabilitation (phase I).

Background

The city's wastewater collection system consists of over 707 miles of pipes, 14,400 manholes and cleanouts designed to transport wastewater from residential and commercial customers to treatment facilities. As the system ages, it is necessary to replace and/or rehabilitate the sewer lines and attached manholes to ensure continued compliance with existing regulations, increase efficiencies, reduce maintenance issues, and extend the life of the system.

As part of the city-wide rehabilitation program, the large diameter sewer line specifically located along Union Hills Road from 67th Avenue to the Arrowhead Ranch Water Reclamation Facility (ARWRF) will be rehabilitated over several years in multiple phases. Phase I will evaluate the rehabilitation recommendations proposed in the 2009 Engineering Study - Arrowhead Ranch Water Reclamation Facility Sewer Lines Rehabilitation and develop other options for system modifications. Upon completion of the evaluation, the construction phases work will begin.

Analysis

The Engineering Department advertised the Request for Proposal (Project 141518) on February 5, 2015 for engineering services. Three firms responded and Dibble Engineering was selected as the best qualified.

This action will authorize the Acting City Manager to enter into a professional services agreement with Dibble Engineering for arrowhead ranch sewer line and manhole rehabilitation (phase I) and approve the expenditure of funds.

Previous Related Council Action

On November 24, 2014, Council authorized the City Manager to enter into professional services agreement

with Primatech, LLC for design services for the Sewer Line Replacement.

Community Benefit/Public Involvement

Benefits to be realized from the project includes; maintaining the integrity of the wastewater collection system, minimizing service interruptions, ensures continued compliance with environmental regulations and decreases traffic disruptions caused by maintenance crews.

Budget and Financial Impacts

Funds are available in the Water Services FY 2015-16 Capital Improvement Plan budget.

Cost	Fund-Department-Account
$315,660	2420-63006-550800, Arrowhead Sewer Lines

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

C-

PROFESSIONAL SERVICES AGREEMENT
CITY OF GLENDALE
ARROWHEAD SEWER & MANHOLE
REHABILITATION
PHASE I - COMPUTER MODELING
Project No. 141518

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Dibble Associates Consulting Engineers, dba Dibble Engineering, an Arizona corporation, ("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.

Consultant must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-consultant to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other consultants 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 $315,660 as specifically detailed in **Exhibit D** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

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

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

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

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

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

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

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. Insurance. For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of $1,000,000 for each claim and a $2,000,000 annual aggregate limit.

c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.6 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. Immigration Law Compliance.

9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

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

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

Dibble Engineering
c/o Steven Rex
7500 N. Dreamy Draw Drive, Ste 200

Phoenix, AZ 85020

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

City of Glendale
c/o Bill Passmore
Principal Engineer
5850 W. Glendale Avenue
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. Term. The term of this Agreement commences upon the Effective Date 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 1 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 thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between 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: Richard A. Bowers
Its: Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Dibble Associates Consulting Engineers
dba Dibble Engineering,
an Arizona Corporation

By: Steven E. Rek
Its: COO

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A

Professional Services Agreement

City of Glendale
ARROWHEAD SEWER AND MANHOLE REHABILITATION
PHASE I – COMPUTER MODELING
Project No. 141518

PROJECT

DESCRIPTION OF PROJECT:

The City of Glendale is rehabilitating an existing sanitary sewer system located in north Glendale along Union Hills Drive, from 67th Avenue to the Arrowhead Ranch Water Reclamation Facility (ARWRF). A section of large diameter sewer pipe (30 to 42-inch) was installed in the 1980's, with some sections of reinforced concrete pipe (RGRCP) and some with vitrified clay pipe (VCP). The overall length of the sewer pipe in question is approximately 10,000 linear feet in length with approximately twenty-two (22) associated sewer access manholes.

Consultant (Dibble Engineering), with the assistance of their subconultants, will conduct a hydraulic evaluation of the Union Hills pipe and surrounding contributory area as part of Phase I – Computer Modeling to verify the appropriate sewer pipe diameter and velocity to prevent settlement of solids. Three alternative approaches to system modifications that will be modeled to alleviate the settlement of solids include:

1) Divert additional collection system flows into the Union Hills pipe from a surrounding area to increase the velocity of flow to allow self-cleaning of the system.
2) Rehabilitate the existing pipe by slip lining a smaller diameter pipe into the interior to increase velocity sufficiently to prevent settlement of solids,
3) Design and construct a smaller parallel relief sewer that is adequately sized to carry flow with sufficient velocity to prevent settlement of solids.

The Phase 1 – Computer Modeling will verify the rehabilitation recommendations proposed in the 2009 Engineering Study - Arrowhead Ranch Water Reclamation Facility Sewer Lines Rehabilitation or develop other options for system modifications. Dibble will initiate the development of design drawings of the options that is determined to be in the best interest of the City.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B

Professional Services Agreement

City of Glendale
ARROWHEAD SEWER AND MANHOLE REHABILITATION
PHASE 1 – COMPUTER MODELING

Project No. 141518

SCOPE OF WORK

The City of Glendale is rehabilitating an existing sanitary sewer system located in north Glendale along Union Hills Drive, from 67th Avenue to the Arrowhead Ranch Water Reclamation Facility (ARWRF). A section of large diameter sewer pipe (30 to 42-inch) was installed in the 1980's, with sections constructed of reinforced concrete pipe (RGRCP) and some with vitrified clay pipe (VCP). The overall length of the sewer pipe to be rehabilitated is approximately 10,000 linear feet in length with approximately twenty-two (22) associated sewer access manholes. The City is currently experiencing odors emanating from the sewer and as a result are cleaning the pipe on a routine quarterly basis. According to the 2009 Study, the existing sewer pipe is oversized for the current capacity needs of the City and is experiencing operational issues and creating objectionable odor complaints from adjacent area residents and businesses.

The Dibble team will conduct a hydraulic evaluation of the Union Hills pipe and surrounding contributory area as part of Phase I – Computer Modeling to verify the appropriate sewer pipe diameter and velocity to prevent settlement of solids. Three alternative approaches to system modifications that will be modeled to alleviate the settlement of solids include:

1) Divert additional collection system flows into the Union Hills pipe from a surrounding area to increase the velocity of flow to allow self-cleaning of the system.
2) Rehabilitate the existing pipe by slip lining a smaller diameter pipe into the interior to increase velocity sufficiently to prevent settlement of solids,
3) Design and construct a smaller parallel relief sewer that is adequately sized to carry flow with sufficient velocity to prevent settlement of solids.

Areas of work are identified in the following list:

TABLE 1 – PROJECT SEGMENT LIST

Segment No.	Location	Upstream MH	Downstream MH	Material	Diameter (in)	Segment Length (LF)
1	Union Hills Drive - 67th Avenue to 71st Avenue	39-12-005	39-12-004	VCP	30	668
2	Union Hills Drive - 67th Avenue to 71st Avenue	39-12-004	39-12-003	VCP	30	647
3	Union Hills Drive - 67th Avenue to 71st Avenue	39-12-003	39-12-002	VCP	30	683
4	Union Hills Drive - 67th Avenue to 71st Avenue	39-12-002	39-12-001	VCP	30	653
					Sub-Total 30-inch diameter pipe =	**2,651**

5	Union Hills Drive - 71st Avenue to 73rd Avenue	39-12-001	39-11-035	VCP	36	423
6	Union Hills Drive - 71st Avenue to 73rd Avenue	39-11-035	39-11-034	VCP	36	233
7	Union Hills Drive - 71st Avenue to 73rd Avenue	39-11-034	39-11-002	VCP	36	668
8	Union Hills Drive - 73rd Avenue to 75th Avenue	39-11-002	39-11-001	VCP	36	658
9	Union Hills Drive - 73rd Avenue to 75th Avenue	39-11-001	39-11-048	VCP	36	677
					Sub-Total 36-inch diameter pipe =	**2,659**
10	Union Hills Drive - 75th Avenue to 77th Avenue	39-11-048	39-10-047	T-Lock	42	651
11	Union Hills Drive - 75th Avenue to 77th Avenue	39-10-047	39-10-014	T-Lock	42	655
12	Union Hills Drive - 77th Avenue to 79th Avenue	39-10-014	39-10-013	T-Lock	42	555
13	Union Hills Drive - 77th Avenue to 79th Avenue	39-10-013	39-10-008	T-Lock	42	663
14	Union Hills Drive - 79th Avenue to I-17	39-10-008	39-09-007	T-Lock	42	378
15	Union Hills Drive - 79th Avenue to I-17	39-09-007	39-09-006	T-Lock	42	262
16	Union Hills Drive - 79th Avenue to I-17	39-09-006	39-09-005	T-Lock	42	48
17	NB Ramp to I-17	39-09-005	39-09-004	T-Lock	42	98
18	NB Ramp to I-17	39-09-004	39-09-003	T-Lock	42	737
19	Under I-17	39-09-003	39-09-002	T-Lock	42	360
20	WWTP *	39-09-002	39-09-001	T-Lock	48	126
21	WWTP *	39-09-001	39-09-030	T-Lock	48	44
					Sub-Total 42 and 48-inch diameter pipe =	**4,577**
					Project Total =	**9,887**

❖ As-Built information

Should it be in the City's best interest, Dibble can provide a scope and corresponding engineering fee to perform final design, construction administration, and permitting services (ADOT, MCESD) upon the request of the City.

The services listed in this scope of work include the following:

Task 100 - General Project Administration:

Task 110 **Project Coordination:** Dibble will perform coordination with the Project Team during the Phase I – Computer Modeling of the project. Dibble will coordinate with sub consultants to ensure their progress remains on task and budget and report progress to City Project Manager throughout Phase I of the work.

Task 120 **Meetings:** Dibble will attend project meetings as necessary to maintain the project budget and schedule; chairing computer modeling milestone meetings; setting agendas and preparing and distributing meeting minutes. Meetings under basic services include:

Meetings with City staff and management to present finding at the following milestones. Total of four (4) meetings as follows.

a. Coordination and confirmation of existing and future flows assumptions (one (1) meeting),
b. Review of model calibration results with comparison existing flow (one (1) meeting),
c. Review Preliminary Memorandum including hydraulic model results to discuss recommendations according to the three work scenarios previously presented (one (1) meeting)
d. Discuss Final Assessment Report for concurrence of project approach for the scenario that is in the best interest of the City (one (1) meeting)

Task 130 **Monthly Progress Report:** Dibble will submit a written monthly progress report to the City's Project Team. Dibble will submit a monthly project schedule update and status report, as well as a quarterly project cash flow schedule. This information will be submitted to City Engineering Administration for the entire period of the assessment project.

Task 131 **Project Schedule:** Dibble will prepare a significant event calendar within fourteen (14) days of the Notice to Proceed (NTP). The initial schedule will show the original start date with initial completion date as a reference. One copy of the original overall schedule with original time line and data dates will be submitted at the project kick-off meeting. Additionally, minimum general time frames for project milestones will be provided. Dibble will update the schedule monthly to keep it current showing comparison with the baseline/target schedule. The updated schedule report will be submitted with the monthly invoice.

Task 132 **Invoices:** Dibble will submit a projection of monthly project billings with the fee proposal. The projected billing will be consistent with the project tasks, the project schedule, and the fee proposal. The City shall provide the format for invoices. Projected invoices, with progress and status reports will be delivered to the City's Project Manager no later than the 25th day of the month. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete will be determined from the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed, the amount due for the current period, the project balance and the percent complete per tasks.

a. Dibble will submit one (1) hard copy invoice to the City's Project Manager, City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301.

Task 133 **Cash Flow:** The cash flow schedule will provide information to the City regarding future funds needed to complete the project. It is the responsibility of Dibble to submit the project life cycle cash flow spreadsheet on a quarterly basis. Non-response to this requirement could delay payments to Dibble.

Dibble will collect or estimate the cash flow information from all the parties involved in the project (e.g., design engineers, sub-consultants, etc.) and will combine this information using the Excel four (4) page workbook provided to Dibble by the City. Dibble will complete the applicable four (4)-page worksheet and send it electronically to the Engineering Department. To request an electronic form, address requests to the above. To request by telephone, call 623-930-3630.

Task 200 - Flow Evaluation

Task 210 **Coordination of Hydraulic Model:** Dibble will coordinate with a sub-consultant Black and Veatch (BV), who are tasked with development and operation of the hydraulic model of the Union Hills sanitary sewer pipe and contributory area within the City for flow analysis. The model will be used to confirm hydraulic capacity for the three scenarios previously discussed. Model results will be summarized in a Computer Modeling Memorandum.

Task 220 **Flow Monitoring:** Consultant will coordinate with a sub-consultant to measure existing flow within the collection system for use in calibration of the hydraulic model.

Task 230 **Control Survey:** Consultant will conduct horizontal and vertical control surveys necessary to identify project control. Survey control shall include the following:

a. Sectional Control: Section and quarter section corners will be field located utilizing Global Positioning System (GPS) technology, collecting data on Arizona state plane coordinate system, central zone. Horizontal control data will be reported as ground coordinates, with grid to ground scaling. Sectional control line distances will be reported using measured distances in ground coordinates.

Task 240 **Pipe Invert Utility Survey:** Consultant will provide Global Positioning System (GPS) survey data collection for existing manhole rim and pipe invert elevation at locations along the Union Hills collection pipe. Consultant will collect survey data for 21 locations along the pipe to verify pipe slope for modeling computer purposes. Project survey will occur at upstream manhole locations identified in Table 1 –Project Segment List.

Task 300 – Reporting

Task 310 **Computer Modeling Memorandum:** Black and Veatch (BV), as a sub-consultant to Dibble, shall prepare a Computer Model Memorandum outlining the procedures undertaken to calibrate the model to existing flows and extrapolation to future conditions. Memorandum will summarize the findings and recommendations for the three scenarios previously discussed.

MEMORANDUM DELIVERABLES: Dibble will coordinate and distribute the following deliverables:

a. 90% Preliminary Computer Model Memorandum submittal: Submittal will include the following:
   i. Four (4) bound copies 90% Preliminary Computer Model Memorandum, stamped Draft.
   ii. Electronic copy on DVD of above in .pdf format,

b. Final Computer Model Memorandum submittal: Submittal will include the following:
   iii. Four (4) bound copies of the Final Computer Model Memorandum, sealed by a professional civil engineer employed by Black and Veatch, registered in the State of Arizona.
   iv. Electronic copy on DVD of above in .pdf format.

Task 930 – SUBCONSULTANT, BLACK AND VEATCH, GENERAL SERVICES

Task 930.01 **Computer Modeling:** As a sub-consultant to Dibble, Black and Veatch (BV) will develop a skeletonized model of the existing sanitary sewer collection system servicing the Arrowhead

service area. The model will simulate the contributing flows to the large diameter pipes located within Union Hills Drive. The model will be calibrated to predict current flow volumes present within the pipe and then extrapolated to future conditions to evaluate hydraulic performance of system modifications.

The City of Glendale has identified a need to evaluate the size of the existing influent sewer at the Arrowhead Ranch Water Reclamation Facility (ARWRF). In order to determine the optimal pipe size, a hydraulic model must be developed and adjusted to simulate current and future flow conditions. The segment in question consists of approximately 10,000 linear feet of sanitary sewer pipe (primary interceptor) along Union Hills Drive from 67th Avenue to the ARWRF. A computer model will be developed and adjusted accordingly to determine the proper sizing of the sanitary pipe based on current and future sanitary sewer flow projections.

Task 930.02 **Project Management, Invoicing and Progress Reports:** Internal personnel scheduling, and general and financial project management is included as part of this task for the duration of the project. Consultant will review project budget, update and submit invoicing to Dibble, and prepare progress reports with a description of each task and the work completed through the invoice period.

Task 930.03 **Project Kickoff Meeting:** Consultant will attend a project kick-off meeting with City staff to discuss preliminary scheduling, data requirements, and to solicit input from City personnel.

Meeting attendees are assumed to include the Black & Veatch Project Manager and Senior Hydraulic
Modeler.

Task 930 Deliverables:

- Monthly progress reports and invoices.

Task 930.1 – EXISTING DATA REVIEW

Task 930.11 **Sanitary Sewer Inventory**: Consultant will review information on the existing sanitary sewer within the Arrowhead Ranch WRF service area to confirm structures, manholes, and pipe specific sizing, slopes, and other pertinent design criteria for use in preparing the model. Data will be summarized in a spreadsheet or other medium for review by the City.

Task 930.12 **Existing Flow and Point Loading Data**: Consultant will collect and review existing flow data for the Arrowhead Ranch WRF basin. Data anticipated to be reviewed is inclusive of the following:

a. Flows that are conveyed by the modeled interceptor (Average Dry Weather Flow, Peak Dry Weather Flow, Peak Wet Weather Flow).
   i. Most upstream loading point.
   ii. Each loading point along the interceptor.
   iii. Population and employment numbers broken down by loading point.
      1. Most upstream loading point.
      2. Each loading point along the interceptor.
   iv. Large sanitary sewer flow generators broken down by loading point.
      1. Most upstream loading point.
      2. Each loading point along the interceptor.
   v. Average Dry Weather Flow to Peak Dry Weather Flow factor
   vi. Peak Dry Weather Flow to Peak Wet Weather Flow factor

In addition to the data above, flow monitoring is anticipated to be required to provide accurate point loading information for model calibration purposes. Consultant will provide suggested locations for flow meters to be placed. Meters are assumed to be placed by the City or a third party as determined by the City.

Task 930.13 **Future Flow and Point Loading Conditions**: Consultant will prepare one additional model run for future flow conditions as defined by the City of Glendale. The future flow conditions are expected to include the following:

a. Flow Loading adjustments for one (1) future condition:
   i. Service Increases:
      1. Population and employment numbers broken down by modeled interceptor loading point.
         - Most upstream loading point.
         - Each loading point along the interceptor.

      2. Large sanitary sewer flow generators broken down by loading point.
         - Most upstream loading point.
         - Each loading point along the interceptor.
   ii. Or % flow increases or growth factor for Existing to Future condition:
      1. Most upstream loading point.
      2. Each loading point along the interceptor.

Task 930.20 Deliverables:
- None; information gathered will be used in Group 300

Task 930.2 - BUILD HYDRAULIC MODEL

Task 930.21 **Model Inventory**: Consultant will use inventory data received under Task Group 200 to develop a sanitary sewer hydraulic model using InfoSWMM modeling software. The model will include approximately 10,000 linear feet of sanitary sewer pipe interceptor and 22 manholes located along Union Hills Drive from 67th Avenue to the ARWRF. Additionally, up to seven (7) additional pipe segments (manhole to manhole) and seven (7) manholes that connect to the primary interceptor pipes will be included to determine what upstream affects may be observed with varying influent sewer sizes. Pipe segment Manning's "n" values will be assigned based on pipe material and over pipe conditions.

Task 930.22 **Flow Data Setup**: Flow data received under Task Group 200 will be loaded into the sewer hydraulic model. Each sanitary sewer pipe that connects to the modeled interceptor and the most upstream loading point will have flow loadings assigned for the following scenarios:

a. Dry Weather Flow
   i. Average Dry Weather Flow is 24 hr. volume
   ii. Peak Dry Weather Flow is peak in flows from sanitary diurnal pattern

b. Wet Weather Flow
   i. Peak Wet Weather Flow is the peak in flows where wet weather flows are added to the dry weather flows.

Task 930.23 **Model Initialization, Calibration, and Checks**: Consultant will setup both modeling scenarios described in Subtask 302 for a 24hr simulation in order to represent one day. Consultant will review results and compare with the flow data collected during the flow metering described under Task 202. Reviews will be performed to ensure flow loadings are correct based on model input data and metering information.

Task 930.2 Deliverables:

- Hydraulic model figures

Task 930.3 – EXISTING SYSTEM ANALYSIS

Task 930.31 **Existing Model Runs and Response Analysis**: Using the hydraulic model, Consultant will perform an analysis on the existing system and will determine peak flows in the interceptor segments for both modeling runs (Dry Weather, Wet Weather).

Results output for each scenario are expected to include the following:

a. Modeled peak flows.
b. Modeled peak d/D ratios.
c. Modeled average velocities.
d. Modeled peak velocities.
e. Modeled flow volumes.
f. Highlight any modeled pipe segments which do not result in proper sanitary sewer flow conveyance.
g. Estimated pipe size requirements to bring the highlighted pipe segments back to proper sanitary sewer flow conveyance.

Task 930.32 **Basin Flow Diversion Review**: Consultant will review the Glendale sanitary sewer collection system to look for alternatives that may be feasible to divert additional flows into the hydraulically modeled interceptor sewer pipe. The purpose of the alternatives is to determine if flows from other basins in the City can be diverted to aid in the hydraulic performance of the existing and future interceptor sewer pipe or pipes. The purpose of this task is to list alternatives that may be feasible and warrant a more detailed analysis with inclusion into the hydraulic model scenarios.

Task 930.33 **Draft Model Results Workshop**: Consultant will present the existing system analysis results and flow diversion review to City staff via maps and/or shape files, spreadsheets, and other graphics as appropriate and will discuss the results in a workshop with the City. The purpose of the workshop is to present the model analysis and flow diversion review results and discuss the results with City staff to get City staff's feedback and approval to move forward with flow diversion analysis and future model analysis and sizing of the plant influent sewer based on current and future conditions.

Task 930.34 **Finalize Existing System Analysis**: Based on feedback received at the workshop described under Subtask 403, Consultant will make adjustments to the existing system hydraulic model.

Task 930.35 **Basin Flow Diversion Analysis**: Consultant will use the final existing system hydraulic model as the starting point for modeling up to three (3) flow diversion scenarios to determine the effectiveness of each scenario in adjusting the flows in the modeled interceptor to result in proper sanitary sewer flow conveyance. The scenarios will expand the limits of the hydraulic model to include planning level infrastructure required to convey the flows from the diversion point into the

loading point in the modeled interceptor. For this task, the City will need to provide the following data for the scenarios to be modeled:

a. Flows that are to be diverted within each scenario (Average Dry Weather Flow, Peak Dry Weather Flow, Peak Wet Weather Flow).
   i. Each diversion point.
   ii. Population and employment numbers broken down by diversion point.
   iii. Large sanitary sewer flow generators broken down by diversion point.
   iv. Average Dry Weather Flow to Peak Dry Weather Flow factor at each diversion point
   v. Peak Dry Weather Flow to Peak Wet Weather Flow factor at each diversion point

Task 930.36 **Finalize Existing System Results**: The final existing system model runs with the additional scenario results will be published for use by the City.

Task 930.3 Deliverables:
- Workshop agenda / minutes
- Model results for existing system analysis

Task 930.4 – FUTURE SYSTEM ANALYSIS

Task 930.41 **Future Model Runs and Response Analysis**: Consultant will use the existing system model as a starting point and will make necessary adjustments to the hydraulic model to adjust flows for the future condition including up to three (3) diversion scenarios. Consultant will determine peak flows in the interceptor segments for each of the future modeling runs (Dry Weather, Wet Weather) and scenarios and will recommend the optimal influent sewer sizes.

Results output for each run are expected to include the following:
a. Modeled peak flows.
b. Modeled peak d/D ratios.
c. Modeled average velocities.
d. Modeled peak velocities.
e. Modeled flow volumes.
f. Highlight any modeled pipe segments which do not result in proper sanitary sewer flow conveyance.
g. Estimated pipe size requirements to bring the highlighted pipe segments back to proper sanitary sewer flow conveyance.

Task 930.42 **Draft Technical Memorandum**: Consultant will develop a draft Technical Memorandum (TM) to present the results of all modeling runs and scenarios making recommendations on pipe sizes required for proper sanitary sewer flow conveyance. Consultant will submit eight (5) hard copies and an e-mailed pdf copy for use by the City.

Task 930.43 **Draft Technical Memorandum Review Workshop**: Consultant will present the draft TM to City staff in a workshop. The purpose of the workshop is to present the TM with the model analysis results and discuss the results with City staff and to get and City staff feedback.

Task 930.44 **Final Technical Memorandum**: Consultant will prepare the final TM based on City staff feedback and will incorporate any City comments received through the review period. Consultant will deliver a final PDF copy of the TM on a CD and eight (5) hard copies. Consultant will provide an electronic copy of the hydraulic model on a CD for use by the City.

Task 930.4 Deliverables:

- Workshop agenda / minutes
- Model results for future system analysis
- Draft and Final TM

The above scope of work assumes the following information will be provided or made available by the City:

a. Sanitary Sewer Inventory data in electronic format (shape file, geodatabase, Microsoft Access database or Microsoft Excel spreadsheet):
   i. Structure Inventory (including one manhole upstream of any pipe segments that connect into the primary interceptor):
      1. Manhole Number
      2. Manhole Diameter
      3. Manhole Rim Elevation (or manhole depth)
      4. Manhole Invert Elevation
   ii. Pipe Inventory (including any pipe segments that tie into the primary interceptor):
      1. Upstream Manhole Number
      2. Downstream Manhole Number
      3. Upstream Invert Elevation (if different from Manhole Invert Elevation)
      4. Downstream Invert Elevation
      5. Pipe Diameter
      6. Pipe Material
      7. General condition based on input from the City and other Consultants
   iii. Special Structures (if any exist along primary interceptor) like weirs, drop manholes, etc.
      1. Any data available
b. Flow Loading Data for existing conditions:
   i. Flows that are conveyed by the modeled interceptor (Average Dry Weather Flow, Peak Dry Weather Flow, Peak Wet Weather Flow).
      1. Most upstream loading point.
      2. Each loading point along the interceptor.
   ii Or:
      1. Population and employment numbers broken down by loading point.
         - Most upstream loading point.
         - Each loading point along the interceptor.
      2. Large sanitary sewer flow generators broken down by loading point.
         - Most upstream loading point.
         - Each loading point along the interceptor.
      3. Average Dry Weather Flow to Peak Dry Weather Flow factor
      4. Peak Dry Weather Flow to Peak Wet Weather Flow factor
   iii. Flows that are conveyed by the diversion scenarios (Average Dry Weather Flow, Peak Dry Weather Flow, Peak Wet Weather Flow).
      1. Each diversion point.
   iv. Or:
      1. Population and employment numbers broken down by diversion point.
      2. Large sanitary sewer flow generators broken down by diversion point.
      3. Average Dry Weather Flow to Peak Dry Weather Flow factor at each diversion point
      4. Peak Dry Weather Flow to Peak Wet Weather Flow factor at each diversion point

c. Flow Loading adjustments for one (1) future condition:
   i. Service Increases:
      1. Population and employment numbers broken down by modeled interceptor loading point.
         - Most upstream loading point.
         - Each loading point along the interceptor.
      2. Large sanitary sewer flow generators broken down by modeled interceptor loading point.
         - Most upstream loading point.
         - Each loading point along the interceptor.
      3. Or % flow increases or growth factor for Existing to Future condition:
         - Most upstream loading point.
         - Each loading point along the interceptor.
      4. Service Increases:
         - Population and employment numbers broken down by diversion point.
         - Large sanitary sewer flow generators broken down by diversion point.
      5. Or % flow increases or growth factor for Existing to Future condition:
         - Each diversion point.

Task 940 - ALLOWANCE ITEMS:

Task 940.01 **ALLOWANCE 1 – Initiate Preliminary Design:** Dibble will initiate the Preliminary Design process consistent with the recommendations agreed upon by the City's project team. Dibble will develop a detailed scope of work and corresponding fee for approval by the City's project team prior to proceeding with work on this task. Dibble's design team can initiate the following upon authorization of the City:

1) Data Research and Collection: Dibble can research City records and files to obtain pertinent as-built construction plans, quarter section maps, CCTV records, aerial photographs, and other information for design development for the corridor and design option recommended by the BV computer modeling Report as approved by the City's Project Management team.

2) Field Survey: Dibble can field survey the project corridor to collect the location of existing surface features using Global Positioning System (GPS) equipment. The survey will be based on Glendale's vertical datum. Dibble will depict project data in Preliminary 30% Design Drawings that will be sealed by a professional land surveyor. Field survey will include the following.
   a. Topographic survey of existing land features along the recommended corridor extending the width of the street right-of-way line. Topographic survey will include location and elevation information of existing surface features, including fence lines, existing structure corners, curb, driveways returns and other observed surface features as well as center of existing sewer manholes (rim and invert). Topographic survey will be provided up to but not including within ADOT Loop 101 right-of-way.

3) Base Mapping: Dibble can initiate 30% Preliminary Design Drawings depicting existing surface features in Plan view and subsurface elevation profile of the sanitary sewer pipe as

necessary. Drawings can be prepared in AutoCad format using 1-inch = 30 feet horizontal scale and 1-inch = 5 feet vertical scale as appropriate.

4) Utility Coordination: Dibble can request system mapping from utility company that may have facilities within the project corridor. Utility locations as depicted in mapping received will be transferred to the 30% Preliminary Design Drawings.

Task 940.02 **ALLOWANCE 2 – Direct Expenses:** Reimbursements shall be made by the City for, but not limited to direct costs incurred for printing, document reproduction, plotting, and as-built drawings fees, fees charged for obtaining facility mapping and digital storage devices for data transfer to City.

Task 940.03 **ALLOWANCE 3 – Flow Measurements:** Dibble will provide a sub-consultant, as approved by the
City, to field measure existing sanitary sewer flow at eight (8) locations on a 24 hour basis for a thirty (30) day duration. Dibble will provide flow data to the sub-consultant (Black and Veatch) for their use in model calibration and flow prediction purposes. Flow data results will be summarized in a technical analysis memorandum, submitted in conjunction with the 90% DRAFT Condition Assessment Memorandum.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

Exhibit C

Professional Services Agreement

City of Glendale
ARROWHEAD SEWER AND MANHOLE REHABILITATION
PHASE 1 – COMPUTER MODELING
Project No. 141518

PROJECT SCHEDULE

Activity	Duration (days) (See Note 2)
PHASE I – COMPUTER MODELING Total =	**145**
Task 100: General Administration	**Concurrent**
• Project Management / Coordination • Meetings (4) • Monthly Progress Reports • Project Schedule • Invoices • Cash Flow	
Task 200: Flow Evaluation	**Concurrent**
• Coordination of Hydraulic Model • Flow Monitoring • Control Survey • Manhole Invert Survey	
Task 300: Reporting	**20 days**
• Computer Modeling Memorandum	
Task 930: Subconsultant – Black and Veatch – Computer Modeling	**60 days**
Task 940: Allowance 3 - Flow Monitoring	**25 days**
Task 940: Allowance 1 – Initiate Preliminary Design	**40 days**

NOTES:

1. Detailed Microsoft Project schedule will be provided at kickoff meeting.
2. Phase I schedule durations is based on working days and NOT calendar days.

EXHIBIT D
Professional Services Agreement

City of Glendale
ARROWHEAD SEWER AND MANHOLE REHABILITATION
PHASE I – COMPUTER MODELING
Project No. 141518

COMPENSATION

METHOD OF COMPENSATION
Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT
The total amount of compensation paid to Dibble Engineering, for full completion of all work required by the Project during the entire term of the Project must not exceed $315,660.

DETAILED PROJECT COMPENSATION
See attached spreadsheets for detail

ARROWHEAD SEWER AND MANHOLE REHABILITATION PHASE I - COMPUTER MODELING **Fee Schedule**		
TASK		COST
Task 100 – General Project Administration		$ 21,040
Task 200 – Flow Evaluation		$ 22,980
Task 300 - Reporting		$ 12,040
DIBBLE SUB-TOTALS		**$56,060**
SUBCONSULTANT, BLACK & VEATCH		
Task 930 – General Services		**$ 133,740**
ALLOWANCES:		**$125,860**
TOTAL PROJECT COST:		**$ 315,660**

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.

File #: 15-823, **Version:** 1

AUTHORIZATION FOR A BUDGET APPROPRIATION CONTINGENCY TRANSFER TO CAPITAL PROJECTS BUILDING MAINTENANCE RESERVE FOR VARIOUS CRITICAL OR SAFETY-RELATED REPAIR AND REPLACEMENT PROJECTS AT CITY FACILITIES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request seeking City Council approval for a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of $1,157,933. This request is to fund various critical or safety-related capital repair and replacement projects at city facilities.

Background

The Public Works Department's Facilities Management Division is responsible for completing preventative maintenance, emergency repairs, and capital improvements to over 150 city buildings and over 70 park facilities. Funding is available in the capital improvement program budget to complete capital upgrades and replacements at all city facilities with the majority of the funding allocated historically to the Capital Projects, Building Maintenance Reserve. For several years through the economic downturn, this capital budget was limited at a total amount of $100,000, which typically was only enough to fund immediate system failures or emergency repairs.

In fiscal year (FY) 2014-15, the Building Maintenance Reserve funding was increased to $500,000, and required the critical need and safety-related projects to be defined and prioritized. A total of $1,903,552 in immediate or high priority capital projects were identified for critical improvements and replacements, and funded through a budget appropriation contingency transfer of $1,403,552 to the capital projects building maintenance reserve. Other projects which were defined as a lower priority in FY 2014-15 have continued to degrade and are now deemed a high priority.

In FY 2015-16, the Building Maintenance Reserve funding is $500,000, and a total of $1,657,933 in capital projects have been identified for critical improvements and replacements, leaving an unfunded deficit in the Building Maintenance Reserve of $1,157,933.

Typical projects that are necessary to be completed during this fiscal year represent essential equipment replacement and rehabilitation of facility systems and associated infrastructure. Examples of on-going projects include replacement of cooling towers and HVAC units, lighting and energy management system replacements, and roof repairs and/or replacement at several city-owned facilities throughout Glendale.

Analysis

As with any type of facility, capital reinvestment is necessary to ensure the structure is operationally sound and that the city asset maintains its value. Additionally, staff will ensure that all capital upgrades and replacement projects follow city purchasing guidelines.

Funds in the Building Maintenance Reserve account are dedicated for the replacement and rehabilitation of necessary capital equipment and building infrastructure to keep city facilities safe, secure and operational for city business. Without funding and attention to these important projects, service interruptions will occur, there may be staff displacement and additional costs to continue city operations.

This budgetary transfer is consistent with the Cash and Budget Appropriation Transfer Policy approved December 10, 2013, which states contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.

Previous Related Council Action

On November 24, 2014, Council approved a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of $1,403,552 to fund various critical or safety-related capital repair and replacement projects at city facilities.

On December 10, 2013, Council adopted Resolution No. 4759 New Series, supporting the Cash and Budget Appropriation Transfer Policy.

Community Benefit/Public Involvement

Proper maintenance and capital repair/replacement projects to city facilities are necessary for the safety and comfort of all individuals who work at or visit the various facilities. In addition, it is necessary to invest capital dollars in city-owned facilities to maintain their value as assets to the city of Glendale.

Budget and Financial Impacts

Staff is seeking Council approval for a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of $1,157,933. This request is consistent with the Cash and Budget Appropriation Transfer Policy, which states contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.

Cost	Fund-Department-Account
$1,157,933	**1000-81013-551000, General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP**

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)

FY15-16 Building Maintenance Capital Repair and Replacement Projects						
Item #	Project Description	Notes	Cost Estimate	Priority	Reserve Fund	Contingency Request FY15-16
HVAC						
1	GMOC Cooling Towers	On-going replacement.	$ 547,148.00	Immediate	$ 417,340.00	$ 129,808.00
2	Equipment Management	Design for the replacement of HVAC evaporative cooler/heating units.	$ 39,185.00	High		$ 39,185.00
3	Foothills Branch Library	New energy management system.	$ 128,000.00	High		$ 128,000.00
4	Adult Center	Replace energy management system.	$ 143,000.00	High		$ 143,000.00
5	Foothills Branch Library	Replace cooling tower VFD.	$ 15,000.00	High		$ 15,000.00
6	Foothills PSB/Fire 155	Replace 7 HVAC Units, 1 evap.	$ 36,500.00	High		$ 36,500.00
7	GMOC HVAC Replacement	Design for the replacement of the HVAC equipment on floors 1,2,3,4.	$ 55,255.00	High		$ 55,255.00
8	Council Chambers HVAC Replacement	Design for the replacement of the HVAC equipment.	$ 39,185.00	High		$ 39,185.00
Roofing						
9	Gateway PD	Roof repairs, seal and coating.	$ 50,000.00	High		$ 50,000.00
10	Fire Admin (Sine)	Roof repairs and coating.	$ 48,000.00	Immediate		$ 48,000.00
11	Fire 152	Roof repairs and coating.	$ 41,000.00	Immediate		$ 41,000.00
12	Fire 154	Roof repairs and coating.	$ 5,000.00	Immediate		$ 5,000.00
13	Foothills Library	Roof repairs and coating.	$ 72,000.00	High		$ 72,000.00
14	Foothills Skate Park	Roof repairs and coating.	$ 2,000.00	High		$ 2,000.00
15	Ops BLDG A	Roof repairs	$ 20,000.00	High		$ 20,000.00
16	Ops BLDG B	Roof repairs	$ 20,000.00	High		$ 20,000.00
17	Ops BLGD C	Roof repairs	$ 18,000.00	High		$ 18,000.00
18	Ops BLDG D	Roof repairs	$ 8,000.00	High		$ 8,000.00
19	Ops BLDG O	Roof repairs	$ 18,000.00	High		$ 18,000.00
20	Ops BLDG P	Roof repairs	$ 8,000.00	High		$ 8,000.00
21	Rose Lane Rec. Center	Roof repairs and coating.	$ 9,000.00	High		$ 9,000.00
Interior						
22	Foothills Library	Replace carpeting. Carpet replacement identified in all three areas has deteriorated and have the potential to present a safety hazard.	$ 48,000.00	High		$ 48,000.00
23	GMOC	Replace carpeting - 3rd floor & (half) basement levels	$ 103,000.00	Immediate		$ 103,000.00
Exterior						
24	Fire Admin (Sine)	Replace siding & paint	$ 31,000.00	Immediate		$ 31,000.00
25	GMOC	Office Remodels	$ 24,510.00	High	$ 24,510.00	$ -
Electrical						
26	Fire Station 152	Lighting retrofit. These upgrades are necessary to convert lighting that is no longer manufactured.	$ 10,333.00	High		$ 10,333.00
27	Fire Support	Lighting retrofit	$ 9,000.00	High		$ 9,000.00
28	Fire Station 154	Lighting retrofit	$ 10,333.00	High		$ 10,333.00
29	Fire Station 155	Lighting retrofit	$ 10,333.00	High		$ 10,333.00
30	Ops BLDG A	Lighting retrofit	$ 10,333.00	High		$ 10,333.00
31	CCN	Lighting retrofit	$ 10,333.00	High		$ 10,333.00
32	Fire Station 153	Lighting retrofit	$ 10,335.00	High		$ 10,335.00
33	Main Public Safety	Electrical Assessment	$ 12,330.00	Immediate	$ 12,330.00	$ -
34	Grand Linear Canal Park	Replace underground wiring	$ 10,820.00	Immediate	$ 10,820.00	$ -
35	Contingency for Emergency Repairs	This is being held for any unforseen emergency repairs to city infrastructure.	$ 35,000.00		$ 35,000.00	$ -
		Total	**$ 1,657,933.00**		$ 500,000.00	**$ 1,157,933.00**

File #: 15-825, **Version:** 1

AWARD OF BID 15-71 TO WESCO DISTRIBUTION FOR THE SUPPLY OF LIGHT EMITTING DIODE (LED) STREETLIGHT LUMINAIRES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This a request for City Council to award the bid and authorize the Acting City Manager to enter into an agreement with WESCO Distribution, in an amount not to exceed $20,000 for the supply of Light Emitting Diode (LED) streetlight luminaires. This request also authorizes the City Manager, at the City Manager's discretion, to renew the agreement for an additional four years, in one-year increments, in an amount not to exceed $100,000 over the full term of the agreement.

Background

The current contract for supply of streetlight luminaires expired November 30, 2015, and did not include LED products. The street lighting program uses new luminaires to replace existing luminaires damaged due to pole knockdown or fall down, or due to product failure. The city now requires LED streetlights for new development projects; therefore replacement LED luminaires are necessary for continuity of service.

Analysis

The city's Materials Management division issued an Invitation for Bid (IFB) on July 2, 2015, for supply of both HPS and LED streetlight luminaires. Two manufacturer options were provided for the LED luminaires, General Electric (Evolve product line) and Acuity Brands (Autobahn product line), for testing and evaluation purposes. Seven responses to the IFB were received and evaluated, WESCO Distribution providing the lowest responsive and responsible bid for the Acuity Brands Autobahn LED luminaires.

Community Benefit/Public Involvement

Residents take great interest in the performance of neighborhood streetlights. Street lighting is critical to traffic and pedestrian safety and neighborhood visibility. Continued maintenance and repair of city streetlights will meet residents' expectations and provide for a safe transportation environment for travelers and visibility for neighborhood residents. In addition, the ability to access two leading LED street lighting products for testing and evaluation will allow more informed decisions about these products.

Budget and Financial Impacts

Funding for the remainder of this fiscal year in the amount of $8,000 is available in the street lighting program's FY 2015-16 budget. Expenditures with WESCO Distribution are not to exceed $20,000 annually or

$100,000 over the full five-year term of the agreement; contingent upon Council budget approval.

Cost	Fund-Department-Account
$4,000	**1340-16920-524400, Street Light Management**
$4,000	**1660-16311-524400, GO Street Light Management**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Company Name: Wesco Distribution

ORIGINAL C-_____

GLENDALE	**SOLICITATION NUMBER: IFB 15-71** **STREETLIGHT LUMINAIRES**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

4.0 **OFFER SHEET**

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. **IFB 15-71**
DESCRIPTION: **STREETLIGHT LUMINAIRES**

1. This is to notify you that on _____, 2015, the Glendale City Council will be voting to award IFB 15-71 to your company_____.

2. Subject to City Council approval, this notification constitutes a conditional acceptance of your offer to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.

3. The term of the proposal Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.

4. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.

5. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.

6. You are required to sign and return this Acceptance with this offer. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Contractor Name: Wesco Distribution
Company Address: 3425 E. Van Buren #140 Phoenix AZ 85008
Company Federal I.D: 25-1723345
Contractor Signature: Laura Sundberg
Printed Name and Title: Laura Sundberg - Acct Rep
Email Address: lsundberg@wesco.com
Telephone No.: 602-275-8521

ACCCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
Printed Name and Title: Richard A. Bowers, Acting City Manager
Date: _____

GLENDALE	SOLICITATION NUMBER: IFB 15-71 STREETLIGHT LUMINAIRES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

5.0 PRICE SHEET

Offerors shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 STREETLIGHT LUMINARIES

GROUP A

Item No.	Estimated Annual Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
5.1.1	65	Each	COBRAHEAD LUMINARY, 100W HPS W/PC RECPT, AEL# 115-10S-CA-MT1-R2-FG-LC	$116.80	$7,592.00
5.1.2	90	Each	COBRAHEAD LUMINARY, 150W HPS W/PC RECEPT, AEL# 115-15S-CA-MT1-R2-FG-LC-OR	$116.80	$7,592.00
5.1.3	70	Each	COBRAHEAD LUMINARY, 250W HPS W/PC RECPT, AEL# 125-25S-CA-MT1-R3-FG-LC	$164.00	$11,480.00
5.1.4	15	Each	COBRAHEAD LUMINARY, 400W HPS W/PC RECPT, AEL# 125-40S-CA-MT1-R3-FG-LC	$170.00	$2,550.00
5.1.5	10	Each	SHOEBOX LUMINARY, 100W HPS W/PC RECPT, BRONZE, AEL# 53-10S-XH-MT1-R2-FG	$170.00	$1,700.00
5.1.6	30	Each	SHOEBOX LUMINARY, 100W HPS W/PC RECPT, BLACK, AEL# 53-10S-XH-MT1-R2-FG-BK	$170.00	$5,100.00
5.1.7	10	Each	SHOEBOX LUMINARY, 150W HPS W/PC RECPT, BRONZE, AEL# 53-15S-XN-MT1-R2-FG-HK	$180.00	$1,800.00
5.1.8	10	Each	SHOEBOX LUMINARY, 150W HPS W/PC RECPT, BLACK, AEL# 53-15S-XN-MT1-R2-FG-BK-HK	$180.00	$1,800.00
5.1.9	10	Each	SHOEBOX LUMINARY, 250W HPS W/PC RECPT, BRONZE, AEL# C-530091	$215.00	$2,150.00
5.1.10	10	Each	SHOEBOX LUMINARY, 250W HPS W/PC RECPT, BLACK, AEL# C-530091-BK	$215.00	$2,150.00
5.1.11	45	Each	POST-TOP LUMINARY, 100W HPS W/PC RECPT, BLACK, AEL# 247-10S-RN-120-R2-FC	$192.00	$8,640.00
5.1.12	10	Each	LUMINARY, 250W METAL HALIDE, SPAULDING PULSE-START,		

			BRONZE, #MY2-A-P25-V3-F-Q-DB-ETOHSF	$NO Bid	$ NO Bid
SUB-TOTAL GROUP A (Items 5.1.1 through 5.1.12)					$52,554.00

GROUP B					
5.1.13	10	Each	GE EVOLVE LED LUMINARY ERS1-0-A3-B1-7-40-A-GRAY-R, 60 WATT, 5100 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$362.00	$3,120.00
5.1.14	10	Each	GE EVOLVE LED LUMINARY ERS1-0-C3-C1-7-40-A-GRAY-R, 95 WATT, 8200 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$353.00	$3,530.00
5.1.15	10	Each	GE EVOLVE LED LUMINARY ERS2-0-D3-E1-7-40-A-GRAY-R, 113 WATT 10000 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$408.00	$4,080.00
5.1.16	5	Each	GE EVOLVE LED LUMINARY, ERS2-0-G3-C1-1-40-A- GRAY-R, 257 WATT, 19200 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$530.00	$2,650.00
SUB-TOTAL GROUP B (Items 5.1.13 through 5.1.16)					$13,380.00

GROUP C					
5.1.17	10	Each	ACUITY AUTOBAHN LED LUMINARY ATB0 20BLEDE10 MVOLT R2 MP NL P7, 73 WATT, 6414 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$263.00	$2,630.00
5.1.18	10	Each	ACUITY AUTOBAHN LED LUMINARY, ATBM C MVOLT R2 MP NL P7, 81 WATT, 8827 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$263.00	$2,630.00
5.1.19	10	Each	ACUITY AUTOBAHN LED LUMINARY, ATBM D MVOLT R3 MP NL P7, 95 WATT, 11534 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$287.00	$2,870.00

5.1.20	5	Each	ACUITY AUTOBAHN LED LUMINAIRY, ATB2 80BLEDE85 MVOLT R3 MP NL P7, 232 WATT, 21668 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$720.00	$3,600.00
SUB-TOTAL GROUP C (Item Nos. 5.1.17 through 5.1.20)					$11,730.00

GRAND TOTAL GROUP A Through C (Item Nos. 5.1.1 through 5.1.20)	$_____

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

Tax: 8.3 %

5.3 **DELIVERY** Offerors states that all orders shall be delivered within 45 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

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

_____NO, I will not accept payment under this contract with the Procurement Card.

Company Name: Wesco Distribution

1.0 SPECIFICATIONS

1.1 BACKGROUND AND GENERAL REQUIREMENTS

The City of Glendale, Arizona, Engineering Department is requesting bids from qualified vendors for the City's street lighting program. The streetlight luminaires listed on the Price Sheet are samples of items that are required by the City. Vendors shall thoroughly complete the Price Sheet as requested. Vendors may submit bids for any Group, a combination of two Groups, or for all Groups.

Throughout the term of this contract, the City reserves the right to add, revise or make changes to the specifications to best serve the needs of the City.

The brand names, manufacturer's name or product numbers in the Price Sheet are used for purposes of designating the standard of quality, performance, and characteristics needed to meet City requirements and are not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

The resultant contract requires delivery of any items within forty-five (45) days from the date of the purchase order or written notice to proceed from the City. The City reserves the right to purchase any item under the resultant contract from other suppliers if the awarded vendor(s) is unable to meet this requirement.

2.0 SPECIAL INSTRUCTIONS TO OFFERORS

2.1 **RETURN OF OFFER** **One (1) hard copy marked as "original", one (1) copy marked as "Copy" and one (1) flash drive containing all original documents in PDF format.** The original and copy of the proposal shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF OFFER PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

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

2.2.1 OFFER SHEET, Section 4.0
2.2.2 PRICE SHEET, Section 5.0
2.2.3 ADDENDUM, Return all addenda (if applicable).
2.2.4 SPECIFICATIONS, Section 1.0
2.2.5 SPECIAL INSTRUCTIONS TO OFFERORS, Section 2.0
2.2.6 TERMS AND CONDITIONS, Section 3.0

2.3 **EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids.

2.4 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" offers shall be rejected.

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

2.6 **BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

2.7 **ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

2.8 **PROPRIETARY INFORMATION** Offerors shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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

2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Offeror as it deems necessary to establish the competence and financial stability of any Offeror submitting an offer.

2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

2.12 **EVALUATION LITERATURE** Offers submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to

evaluate the product(s) offered. Offers submitted without this product information may be considered as non-responsive and rejected.

2.13 **WITHDRAWAL OF OFFER** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the offer by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

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

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

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

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

Please go to: http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm for information and instructions on how to file a protest with the City of Glendale.

2.16 **CONFLICT OF INTEREST** The Offeror shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

3.0 TERMS AND CONDITIONS

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

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

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

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

3.4 **PRICE** All prices quoted shall be firm and fixed for the specified contract period.

3.5 **DELIVERY** All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.

3.6 **DELIVERY TIME** All deliveries shall be made within 45 days upon receipt of written notification from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.

3.7 **TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.

3.8 **OPTION TO EXTEND** The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.9 **PRICE ADJUSTMENTS** Price adjustments will only be reviewed during contract renewal.

3.10 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.

3.11 **KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel may 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) any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

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

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

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

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

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

Type of Insurance (Minimum)	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	$1,000,000
Personal and Advertising	$1,000,000
General Aggregate	$2,000,000
Products-Completed Operations	$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	$1,000,000

Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	$1,000,000
Policy Aggregate	$2,000,000

3.13 **WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

3.14 **EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contactor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.15 **CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

3.15.1 The Contractor provides personnel that do not meet the requirements of the contract.
3.15.2 The Contractor fails to adequately perform the services required in the contract.
3.15.3 The Contractor attempts to impose on the City products and/or services which are of an unacceptable quality.
3.15.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
3.15.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

a. Cancel the contract;
b. Reserve all rights or claims to damage for breach of any convenants of the contract;

c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
   1. Deduction from an unpaid balance;
   2. Any combination of the above or any other remedies as provided by law.

3.16 **WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

3.17 **NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to by bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

BID TABULATION SHEET

FINANCE DEPARTMENT/MATERIALS MANAGEMENT

IFB NAME: STREETLIGHT LUMINAIRES

IFB NO: 15-71

DUE DATE: JULY 27, 2015

CONTRACT ANALYST: Elmer Garcia

Item No.	Est Annual Qty (A)	Unit of Measure	Description	LIGHTING UNLIMITED		WEST-LITE SUPPLY		CRESCENT ELECTRIC SUPPLY CO.		IBA LED, LLC		WESCO DISTRIBUTION		INDEPENDENT ELECTRIC SUPPLY		BORDER STATES ELECTRIC	
				Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)
GROUP A																	
5.1.1	65	EACH	COBRAHEAD LUMINARY, 100W HPS W/PC RECPT, AEL# 115-10S-CA-MT1-R2-FG-LC	$102.60	$6,669.00	$94.70	$6,155.50	$100.37	$6,524.05	No Bid	No Bid	$116.80	$7,592.00	$97.20	$6,318.00	$93.87	$6,101.55
5.1.2	90	EACH	COBRAHEAD LUMINARY, 150W HPS W/PC RECEPT, AEL# 115-15S-CA-MT1-R2-FG-LC-OR	$102.60	$9,234.00	$94.70	$8,523.00	$100.37	$9,033.30	No Bid	No Bid	$116.80	$10,512.00	$97.20	$8,748.00	$93.87	$8,448.30
5.1.3	70	EACH	COBRAHEAD LUMINARY, 250W HPS W/PC RECPT, AEL# 125-25S-CA-MT1-R3-FG-LC	$155.20	$10,864.00	$143.25	$10,027.50	$151.80	$10,626.00	No Bid	No Bid	$164.00	$11,480.00	$147.05	$10,293.50	$143.90	$10,073.00
5.1.4	15	EACH	COBRAHEAD LUMINARY, 400W HPS W/PC RECPT, AEL# 125-40S-CA-MT1-R3-FG-LC	$162.55	$2,438.25	$150.05	$2,250.75	$159.00	$2,385.00	No Bid	No Bid	$170.00	$2,550.00	$154.00	$2,310.00	$152.30	$2,284.50
5.1.5	10	EACH	SHOEBOX LUMINARY, 100W HPS W/PC RECPT, BRONZE, AEL# 53-10S-XH-MT1-R2-FG	$162.25	$1,622.50	$149.76	$1,497.60	$158.70	$1,587.00	No Bid	No Bid	$170.00	$1,700.00	$175.71	$1,757.10	$150.25	$1,502.50
5.1.6	30	EACH	SHOEBOX LUMINARY, 100W HPS W/PC RECPT, BLACK, AEL# 53-10S-XH-MT1-R2-FG-BK	$162.25	$4,867.50	$149.76	$4,492.80	$158.70	$4,761.00	No Bid	No Bid	$170.00	$5,100.00	$174.71	$5,241.30	$150.25	$4,507.50
5.1.7	10	EACH	SHOEBOX LUMINARY, 150W HPS W/PC RECPT, BRONZE, AEL# 53-15S-XN-MT1-R2-FG-HK	$171.75	$1,717.50	$158.54	$1,585.40	$168.00	$1,680.00	No Bid	No Bid	$180.00	$1,800.00	$162.72	$1,627.20	$161.20	$1,612.00
5.1.8	10	EACH	SHOEBOX LUMINARY, 150W HPS W/PC RECPT, BLACK, AEL# 53-15S-XN-MT1-R2-FG-BK-HK	$171.75	$1,717.50	$158.54	$1,585.40	$168.00	$1,680.00	No Bid	No Bid	$180.00	$1,800.00	$162.72	$1,627.20	$161.20	$1,612.00
5.1.9	10	EACH	SHOEBOX LUMINARY, 250W HPS W/PC RECPT, BRONZE, AEL# C-530091	$214.10	$2,141.00	$197.64	$1,976.40	$209.45	$2,094.50	No Bid	No Bid	$215.00	$2,150.00	$202.84	$2,028.40	$159.30	$1,593.00
5.1.10	10	EACH	SHOEBOX LUMINARY, 250W HPS W/PC RECPT, BLACK, AEL# C-530091-BK	$214.10	$2,141.00	$197.64	$1,976.40	$209.45	$2,094.50	No Bid	No Bid	$215.00	$2,150.00	$202.84	$2,028.40	$159.30	$1,593.00
5.1.11	45	EACH	POST-TOP LUMINARY, 100W HPS W/PC RECPT, BLACK, AEL# 247-10S-RN-120-R2-FC	$189.25	$8,516.25	$174.70	$7,861.50	$185.15	$8,331.75	No Bid	No Bid	$192.00	$8,640.00	$179.31	$8,068.95	$179.00	$8,055.00
5.1.12	10	EACH	LUMINARY, 250W METAL HALIDE, SPAULDING PURSE-START, BRONZE, #MY2-A-P25-V3-F-Q-DB-ETOHSF	NA	NA	NA	NA	NA	NA	No Bid	No Bid	NA	NA	NA	NA	NA	NA
Sub-Total (Item 5.1.1 through 5.1.12)					**$51,928.50**		**$47,932.25**		**$50,797.10**		**$0.00**		**$55,474.00**		**$50,048.05**		**$47,382.35**

GROUP B

5.1.13	10	EACH	GE EVOLVE LED LUMINARY ERS1-0-A3-B1-7-40-A-GRAY-R, 60 WATT, 5100 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	No Bid	No Bid	$230.48	$2,304.80	$322.00	$3,220.00	$277.00	$2,770.00	$312.00	$3,120.00	$210.53	$2,105.30	$303.00	$3,030.00
5.1.14	10	EACH	GE EVOLVE LED LUMINARY ERS1-0-C3-C1-7-40-A-GRAY-R, 95 WATT, 8200 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	No Bid	No Bid	$230.48	$2,304.80	$371.00	$3,710.00	$277.00	$2,770.00	$353.00	$3,530.00	$210.53	$2,105.30	$352.00	$3,520.00
5.1.15	10	EACH	GE EVOLVE LED LUMINARY ERS2-0-D3-E1-7-40-A-GRAY-R, 113 WATT 10000 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	No Bid	No Bid	$322.67	$3,226.70	$429.00	$4,290.00	$340.00	$3,400.00	$408.00	$4,080.00	$294.74	$2,947.40	$406.00	$4,060.00
5.1.16	5	EACH	GE EVOLVE LED LUMINARY, ERS2-0-G3-C1-1-40-A- GRAY-R, 257 WATT, 19200 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	No Bid	No Bid	$553.15	$2,765.75	$557.00	$2,785.00	$475.00	$2,375.00	$530.00	$2,650.00	$505.26	$2,526.30	$528.00	$2,640.00
Sub-Total (Items 5.1.13 through 5.1.16)					**$0.00**		**$10,602.05**		**$14,005.00**		**$11,315.00**		**$13,380.00**		**$9,684.30**		**$13,250.00**
					*						*				*		

GROUP C

5.1.17	10	EACH	ACUITY AUTOBAHN LED LUMINARY ATB0 20BLEDE10 MVOLT R2 MP NL P7, 73 WATT, 6414 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$281.10	$2,811.00	$259.47	$2,594.70	$275.00	$2,750.00	$277.00	$2,770.00	$263.00	$2,630.00	$266.31	$2,663.10	$274.90	$2,749.00
5.1.18	10	EACH	ACUITY AUTOBAHN LED LUMINARY, ATBM C MVOLT R2 MP NL P7, 81 WATT, 8827 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$297.50	$2,975.00	$274.59	$2,745.90	$291.00	$2,910.00	$277.00	$2,770.00	$263.00	$2,630.00	$281.82	$2,818.20	$276.00	$2,760.00
5.1.19	10	EACH	ACUITY AUTOBAHN LED LUMINARY, ATBM D MVOLT R3 MP NL P7, 95 WATT, 11534 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$310.80	$3,108.00	$286.89	$2,868.90	$304.00	$3,040.00	$340.00	$3,400.00	$287.00	$2,870.00	$294.44	$2,944.40	$285.40	$2,854.00
5.1.20	5	EACH	ACUITY AUTOBAHN LED LUMINAIRY, ATB2 80BLEDE85 MVOLT R3 MP NL P7, 232 WATT, 21668 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$814.75	$4,073.75	$752.08	$3,760.40	$797.00	$3,985.00	$475.00	$2,375.00	$720.00	$3,600.00	$771.87	$3,859.35	$755.70	$3,778.50
Sub-Total (Items 5.1.17 through 5.1.20)					**$12,967.75**		**$11,969.90**		**$12,685.00**		**$11,315.00**		**$11,730.00**		**$12,285.05**		**$12,141.50**
											*						

Grand Total Group A Through C (Items Nos. 5.1.1 through 5.1.20)					**$64,896.25**		**$70,504.20**		**$77,487.10**		**$22,630.00**		**$80,584.00**		**$72,017.40**		**$72,773.85**

***** **Bids submitted were deemed non-responsive.**

AWARD DETERMINATION

Group Awards are recommended to: BORDER STATES ELECTRIC (GROUP A & B) and WESCO DISTRIBUTION (GROUP C)

BORDER STATES ELECTRIC and **WESCO DISTRIBUTION** were determined to be the lowest, responsible and responsive bidders whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids.

File #: 15-828, **Version:** 1

AUTHORIZATION FOR THE RATIFICATION OF EXPENDITURES WITH ACCESS SECURITY SYSTEMS INTERNATIONAL, INC., FOR SECURITY AND FIRE ALARM MONITORING AND MAINTENANCE SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to ratify the expenditure of funds with Access Security Systems International, Inc. (ASSI) in an amount of $56,947 for services rendered from March 25, 2014 through December 31, 2014, and to ratify the expenditure of funds in an amount not to exceed $65,000 for services rendered from January 1, 2015 through November 30, 2015, for a total amount not to exceed $121,947 for Security and Fire Alarm Monitoring and Maintenance Services rendered to allow for uninterrupted service while new contracts could be presented to Council for approval.

Background

The Public Works Department is responsible for 85 fire and/or security alarm accounts at various city facilities, which are located over 55 square miles throughout the city. Many of these facilities are not staffed 24 hours a day, and are vacant over the weekend, holidays and evenings. Testing, maintenance, and repair of these systems, which include security alarms, card access systems, fire alarm signaling systems, and closed circuit television systems, ensure reliability and assists in maintaining a safe environment for citizens and employees.

On February 11, 2014, the Security and Fire Alarm Monitoring and Maintenance Contract with ASSI was administratively amended to extend the term of the agreement from March 25, 2014 through December 31, 2014 for $50,000, however, the actual amount used was $56,947.

No extensions were available beyond that date. Materials Management granted a Special Procurement Purchase Request in an amount not to exceed $65,000, starting January 1, 2015, until replacement contracts were awarded by Council, and to allow uninterrupted security and fire alarm monitoring and maintenance service to city facilities.

Request for Proposal (RFP 15-01) was issued on April 30, 2015, for security alarm system purchase, installation, and maintenance. Benson Security Systems, Inc. offered the most responsive, responsible proposal.

Request for Proposal (RFP 15-72) was issued on April 30, 2015, for security alarm system monitoring. Bonds Alarm Co., Inc. offered the most responsive, responsible proposal.

Analysis

The City was able to begin utilizing the new contracts on December 1, 2015. Until that point, ASSI continued to provide security alarm system purchase, installation, maintenance and monitoring services. This ensured the reliability of the security alarm systems in city facilities.

Previous Related Council Action

On October 13, 2015, Council authorized entering into an agreement with Benson Security Systems, Inc., to provide security alarm system purchase, installation, and maintenance services for the Public Works Department.

On October 13, 2015, Council authorized entering into an agreement with Bonds Alarm Co. Inc., to provide security alarm system monitoring services for the Public Works Department.

On September 24, 2013, Council increased the contract amount with ASSI, who had been providing security and fire alarm monitoring, testing, maintenance, repair and installation of new systems since 2008. The purpose for the increase was primarily to replace systems or hardware at the City's landfill and various Water Services locations.

Community Benefit/Public Involvement

By ensuring security alarm system monitoring and routine maintenance is performed at proper intervals and repairs are addressed in a timely manner, the reliability of the numerous security alarm systems in city facilities will be enhanced and the potential for theft and/or fire damage of city facilities and property will be minimized.

Budget and Financial Impacts

Funds for Security and Fire Alarm Monitoring and Maintenance are available in the Facilities Management operating budget.

Cost	Fund-Department-Account
$121,947	1000-13450-518200, Facilities Management, Professional and Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

File #: 15-829, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF OFF ROAD EQUIPMENT CUTTING EDGES AND CUTTING TOOL ATTACHMENTS WITH BRANCO MACHINERY CO.
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Branco Machinery Co. and approve the purchase of off road equipment cutting edges and cutting tool attachments for the Glendale Municipal Landfill (Landfill) in an amount not to exceed $35,000 annually, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four (4), one-year renewals in an amount not to exceed $175,000 for the full term of the agreement.

Background

Earthwork, processing waste, and road maintenance are the primary landfill functions that create wear on the cutting edges of equipment such as graders and scrapers. The cutting edges and blades are designed to be the wear point on the landfill equipment to preserve the equipment's overall integrity, and, similar to tires on a car, the cutting edges and blades can be replaced as they wear down. The agreement with Branco Machinery Co. will be utilized to provide cutting edges and cutting tool attachments on an as-needed basis as outlined in the linking agreement.

Branco Machinery Co. was awarded a bid by the City of Phoenix to provide off road equipment cutting edges and cutting tool attachments. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract P-10440-20 was awarded on April 9, 2015. The initial period of this agreement ends on April 8, 2016, and includes an option to renew the term of the contract for an additional four years, in one-year periods, allowing the contract to be extended through April 8, 2020.

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

Analysis

Currently, the Landfill purchases the cutting edges through the local NAPA dealer which incurs a substantial

markup. Establishing a contract directly with the vendor to acquire the necessary parts will simplify the process, ultimately reducing operating costs for the Landfill.

Community Benefit/Public Involvement

The Landfill is a responsible, progressive and environmentally sound long-term solution to solid waste management essential to the future health, welfare and prosperity of Glendale residents.
The equipment will be used to efficiently and effectively manage the operations at the Glendale Municipal Landfill in a safe effective manner.

Budget and Financial Impacts

Funds for this purchase are available in the Fiscal Year 2015-16 Landfill operating budget. Expenditures with Branco Machinery Co. are estimated to be $35,000 annually, with a not to exceed amount of $175,000 over the entire term of the agreement; contingent upon Council budget approval.

Cost	Fund-Department-Account
$35,000	**2440-17710-523400, Landfill, Equipment Maintenance**

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
BRANCO MACHINERY CO.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Branco Machinery Co., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. On April 9, 2015, the City of Phoenix entered into a contract with Contractor to purchase the goods and services described in the Off Road Equipment Cutting Edges & Cutting Tool Attachments Requirements contract ("Phoenix Contract"), which is attached hereto as Exhibit A. Section III, Paragraph 13 of the Phoenix Contract permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Phoenix Contract. Contractor consents to the City's utilization of the Phoenix Contract 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 under the same terms and conditions as the Phoenix Contract, except as provided herein. According to the Phoenix Contract, purchases can be made by governmental entities from the date of award, which was April 9, 2015, until the date the contract expires on April 8, 2016, unless the term of the Phoenix Contract is extended by the mutual agreement of the original contracting parties. The Phoenix Contract, however, the term may not be extended beyond April 8, 2020. The initial period of this Agreement therefore is the period from its Effective Date until April 8, 2016. The City may renew the term of this Agreement for four (4) one-year periods until the Phoenix Contract expires on April 8, 2020. Renewals are not

automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

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

   A. Contractor shall provide City, at the rates provided in Exhibit B, the supplies and/or services identified in the Scope of Work, which is attached hereto as Exhibit C.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Phoenix Contract. 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 Phoenix Contract, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed thirty five thousand dollars ($35,000) annually, or one hundred seventy five thousand dollars ($175,000) over the entire term of this Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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

7. 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 Ernie Ruiz Solid Waste Superintendent LF/MRF
   6210 W. Myrtle Suite 111
   Glendale, Arizona 85301
   623-930-4722

   and

Branco Machinery Co.
c/o Brad A. Conover
1205 N. McQueen Road
Gilbert, AZ 85233
480-892-3174

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

"Contractor"

Branco Machinery Co.
a(n) Arizona company

By: _____
Name: Brad A. Conover
Title: President

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRANCO MACHINERY CO.

EXHIBIT A
CITY OF PHOENIX IFB-15-115
OFF ROAD EQUIPMENT CUTTING EDGES & CUTTING TOOL ATTACHMENTS

EXHIBIT A

140377--0

CITY OF PHOENIX
Procurement Division

INVITATION FOR BID
IFB 15-115 (LD)

OFF ROAD EQUIPMENT CUTTING EDGES & CUTTING TOOL ATTACHMENTS-REQUIREMENTS CONTRACT

CONTACT PERSON
Linda Duarte
Contract Specialist II
602-262-7789
linda.duarte@phoenix.gov

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	SECTION I - INSTRUCTIONS	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181

Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

☐ 1. All forms have been signed. All of Section V, Submittals, is included.

☐ 2. The prices offered have been reviewed.

☐ 3. The price extensions and totals have been checked.

☐ 4. Any required drawings or descriptive literature have been included.

☐ 5. The delivery information block has been completed.

☐ 6. If required, the amount of the bid surety has been checked and the surety has been included.

☐ 7. Review the insurance requirements, if any, to assure you are in compliance.

☐ 8. The specified number of copies of your offer has been included.

☐ 9. Any addenda have been signed and are included.

☐ 10. The mailing envelope has been addressed to:
City of Phoenix, Procurement, 8th Floor, 251 W. Washington Street, Phoenix, AZ 85003.

The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the bid opening date.

☐ 11. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.

1. **INTRODUCTION**

The City of Phoenix invites sealed bids for OFF ROAD EQUIPMENT CUTTING EDGES & CUTTING TOOL ATTACHMENTS for a one-year period commencing on or about April 1, 2015, in accordance with the specifications and provisions contained herein.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-7181/Fax (602) 534-1933 or TTY (602) 534-5500 for assistance.

2. **SOLICITATION NOTICE**

A notice of this solicitation was issued via the City's Vendor Management System (http://bizopps.phoenix.gov) using the following commodity codes. To receive any future notifications regarding this solicitation, companies and/or individuals must register with the City's Vendor Management System and select one or more of the following codes:

A. 578-64	Recycling Equipment, Machines, and Supplies
B. 760-00	Road and Highway Equipment: Earth Handling, Grading, Moving, Packing, Etc.
C. 760-06	Blades and Edges: Dozer, Grader, Scraper, Snow Plow, etc.
D. 760-84	Scrapers
E. 863-15	Tires and Tubes, Off-Road Equipment
F. 863-30	Tires and Tubes, Misc. (Not Otherwise Listed)
G. 929-04	Agricultural Implements, Parts and Accessories Maintenance and Repair
H. 929-31	Construction Equipment Maintenance and Repair (Not Otherwise Listed)
I. 929-35	Earth Handling, Grading, Moving, and Packing Equipment Maintenance and Repair

3. **VENDOR SELF REGISTRATION**

Any Offeror that is recommended for contract award resulting from this solicitation must be registered in the City's on-line Vendor Management System (VMS) prior to issuance of a contract award or purchase order. Access to the VMS for registration purposes is available at http://bizopps.phoenix.gov . The City may, at its sole discretion, reject any offer from an Offeror who has not registered in VMS within three (3) business day following award notice.

4. **SCHEDULE OF EVENTS**

Bid Due Date:	February 6, 2015 at 2:00 p.m. Local Arizona Time
Bid Submittal Location:	Calvin Goode Building City of Phoenix Finance Department Procurement Division 251 W. Washington Street, 8th Floor Phoenix, AZ 85003
Pre-bid Conference Date:	January 26, 2015 at 9:00 a.m. Local Arizona Time
Pre-bid Location:	Calvin Goode Building City of Phoenix Finance Department Procurement Division 251 W. Washington Street, 8th Floor Phoenix, AZ 85003

City reserves the right to change dates and/or locations as necessary.

5. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA**
Interested offerors may download the complete solicitation and any/all associated from https://www.phoenix.gov/solicitations. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

6. **PREPARATION OF BID**

6.1 All forms provided in Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due date and time. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any submission of an alternate term or condition to Sections I, II or III with your offer may result in rejection of your bid. This solicitation is deemed to be thorough and complete to meet the City's needs.

6.2 It is the responsibility of all offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.

6.3 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

6.4 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.

6.5 Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must

be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

6.6 If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Deputy Finance Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.

6.7 Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

6.8 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take the tax into consideration.** Taxes must be listed as a separate item on all invoices.

7. **ADDENDA**

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at https://www.phoenix.gov/solicitations or by calling (602) 262-7181. The offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the bid submittal.

8. **LICENSES**

If required by law for the operation of the business or work related to this Bid, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

9. **CERTIFICATION**

By signature in the offer section of the Offer and Acceptance page, offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- 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.

10. **SUBMISSION OF BID**

Bids must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late bids shall not be considered. The prevailing clock shall be the City Finance Department, Procurement Division's clock.

Bids must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Offeror's Name
Offeror's Address (as shown on the Certification Page)
IFB Number

IFB Title

All bids must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

11. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

12. BID RESULTS

Bids will be opened on the bid due date, time and location indicated in the Schedule of Events at which time the name of each offeror and the prices shall be read. Bids and other information received in response to the Invitation for Bid shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Bids are not available for public inspection until after award recommendation has been posted on the City's website.

A preliminary bid tabulation will be posted on the Procurement Division's website, https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

13. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all bids or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Bids do not become contracts until they are executed by the Deputy Finance Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

14. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a bid herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

15. **OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS**

The Offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

16. **SOLICITATION TRANSPARENCY POLICY**

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for Off Road Equipment Cutting Edges and Cutting Tool Attachments, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors will refrain, from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who are not involved in the selection process

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Linda Duarte, conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **Offerors that violate this policy shall be disqualified.**

17. **PROTEST PROCESS**

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division's website **https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations**. Any unsuccessful offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

- Identification of the IFB or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Authority will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

"A.R.S."	Arizona Revised Statute
"Offeror"	Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB) or Request for Quotation (RFQ).
"Broker, Packager, Manufacturer's Representative, Jobber"	A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which fund are passed in order to obtain services, materials, equipment or product.
"Buyer"	City of Phoenix, City Procurement Division staff person responsible for the solicitation.
"CBP"	U.S. Customs and Border Control.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Days"	Means calendar days unless otherwise specified.
"Deputy Finance Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state

	and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"EPA"	Environmental Protection Agency
"FIFRA"	Federal Insecticide, Fungicide and Rodenticide Act
"FIS"	Federal Inspection Services.
"Manufacturer"	A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
"Offer"	Means bid or quotation.
"Regular Dealer"	A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
"Solicitation"	Means an Invitation for Bid (IFB) or Request for Quote (RFQ).
"Suppliers"	Firms, entities or individuals furnishing goods or services directly to the City.
"Vendor"	A seller of goods or services.

2. CONTRACT INTERPRETATION

2.1 **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2 **IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

2.3 **CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

A. Special terms and conditions

B. Standard terms and conditions
C. Statement or scope of work
D. Specifications
E. Attachments
F. Exhibits
G. Instructions to Offerors
H. Other documents referenced or included in the Invitation for Bid

2.4 **ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

2.5 **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

2.6 **NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.7 **PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

3.1 **RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

3.2 **PUBLIC RECORD:** All bids submitted in response to this Invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.

If an offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

3.3 **CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the Department's Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

The obligations of Contractor under this section shall survive the termination of this Agreement.

3.4 **DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

3.5 **LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

3.6 **ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.

3.7 **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

3.8 **OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

3.9 **HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

3.10 **COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

3.11 **LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot established that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

3.12 **CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.13 **EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

3.14 **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

4.1 **PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.

4.2 **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

4.3 **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

4.4 **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.5 **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

4.6 **FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

4.7 **MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror 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 Offeror shall promptly notify the City of such price reductions.

4.8 F.O.B. POINT: All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

5.1 **CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.

5.2 **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.

5.3 **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.

5.4 **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. **RISK OF LOSS AND LIABILITY**

6.1 **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

6.2 **ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

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

6.4 **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK.** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any

third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

6.5 **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

6.6 **LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.7 **DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES

7.1 **GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item

shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

7.2 **QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.

7.3 **RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.

7.4 **LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.

7.5 **QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the offeror.

7.6 **REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

7.7 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. **CITY'S CONTRACTUAL RIGHTS**

8.1 **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

8.2 **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.

8.3 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

8.4 **ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.

8.5 **DEFAULT:** In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

8.6 **COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

8.7 **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.

8.8 **COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

8.9 **WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

9. CONTRACT TERMINATION

9.1 **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

9.2 **CONDITIONS AND CAUSES FOR TERMINATION:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

9.3 **CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

1. **INQUIRIES**
To be considered, written inquiries shall be received by January 29, 2015, 10:00 a.m. local Arizona time. Written inquiries must be emailed linda.duarte@phoenix.gov. Inquiries received will then be answered in an addendum and published on the Procurement Website.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of proposals. All questions concerning or issues related to this solicitation shall be presented in writing.

2. **FOB POINT**
Prices quoted shall be FOB destination and delivered, as required, to the following point(s): Please see Exhibit A.

3. **PRICE**
All prices submitted shall be firm and fixed for the initial one year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to IFB 15-115, 251 W Washington Street, 8th floor, Phoenix, AZ 85003. Price increases agreed to by any staff other than Deputy Finance Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director.

4. **DISCOUNT OR MARKUP**
All discounts and/or markup offered shall be firm and fixed for the specified contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

5. **AWARD**
Award will be made on an "all or none" basis by group. For any group, offer must be shown for each item(s) within their group. Submittal without individual item prices listed will be considered as non-responsive and rejected.

6. **MULTIPLE AWARDS**
The City reserves the right to award to more than one (1) contractor. The City's decision will be based upon the ability of the primary source to supply acceptable goods or services within the City's time requirements. The City's decision to utilize multiple contractors shall be final and conclusive.

7. **OPTION TO EXTEND**
The City may, at its option and with approval of the Contractor, extend the period of this contract up to four additional year(s), in increments of up to one year.

8. **METHOD OF ORDERING – (AUTO STORES)**
Individuals specifically authorized by the Deputy Finance Director, Procurement Division, will place verbal orders directly to the Contractor with an Auto Stores Parts Requisition (APR) number. A copy of the Auto Stores Purchase Requisition (APR) will not be mailed to the Contractor. Contractors packing slips/delivery tickets shall identify each item with a part number,

description and be individually priced. Each packing slip or delivery ticket shall also include the Auto Stores Purchase Requisition (APR) number and be signed.

9. **METHOD OF PAYMENT (AUTO STORES)**
Payment to be made from Contractor's invoice submitted to cover items received and accepted. Two (2) copies of each invoice are required. All invoices shall include the Auto Store Purchase Requisition (APR) number. Any inquiries regarding invoices should be directed to
Auto Stores
2441 S. 22nd Avenue
Phoenix, Arizona 85009

10. **NEW PRODUCT AVAILABILITY**
The City intends to award contracts for specified products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

A. A formal announcement from the manufacturer that the product or model has been discontinued.
B. Documentation from the manufacturer that names the replacement product or model.
C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
E. Documentation confirming that the price for the replacement is the same as, or less, than the discontinued item.

11. **SUBSTITUTION OF SPECIFIED ITEMS**
Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications shall be used for the purpose of facilitating descriptions of the item or process and shall be followed by the words "or equal." The Offeror may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications then the Offeror must furnish the item or material with one that in, the opinion of the City of Phoenix, is equal.

12. **PRODUCT DISCONTINUANCE**
The City may award contracts for particular products and/or models of equipment as a result of the solicitation. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and provide the following:

A. A formal announcement from the manufacturer that the product or model has been discontinued.
B. Documentation from the manufacturer that names the replacement product or model.
C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

E. Documentation from the manufacturer confirming the price for the replacement item.
Deputy Finance Director will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

13. **COOPERATIVE AGREEMENT**
In addition to the City of Phoenix and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on Contracts, "S.A.V.E." listing and "ICPA". Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City of Phoenix shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

14. **PERFORMANCE INTERFERENCE**
Contractor shall notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

Department Contact: Tom Crider

Phone: 602-534-0686

1.1. **SCOPE**

The City of Phoenix, Public Works Department, Fleet Services Division (City) is responsible for the acquisition, management and maintenance of a citywide off road fleet of over 260 different vehicles and support equipment. To ensure the continued operations of this fleet, the City has 18 maintenance facilities. Annually, the City spends approximately $65,000 for cutting edges, teeth and other attachment accessories.

The Contractor shall provide parts and accessories as required for the City's off road fleet. These parts and accessories shall be supplied on an "as needed" / "if needed" basis for a period of one (1) year beginning after City Council approval, according to the requirements contained herein.

1.2. **CONTRACTOR REQUIREMENTS**

2.1 **Inventory and Delivery Requirements**

2.1.1 The Contractor shall establish and maintain sufficient local product inventory to support the City's fleet of vehicles and equipment. The Contractor shall guarantee that stock of products specified in this agreement is available locally and shall provide parts delivery and will call services, excluding weekends. If special handling and/or freight are required, the Contractor will assume all charges unless prior authorization from the City is provided. If such authorization is received, the City will reimburse the Contractor as a pass through cost on the invoice with documentation.

2.1.2 The Contractor must meet the following fill rates:

i The Contractor will make available or deliver 85% of all orders within 3 business days after receipt of order.

ii The Contractor will make available or deliver 100% of all orders within 7 business days after the receipt of order.

iii For orders requiring more time than allowed, as outlined above, the Contractor will notify the City authorized representative by email. This notification must include the reason for the delay, backorder information and estimated date/time of delivery. The Contractor will provide status updates on the order until delivered.

2.1.3 In the event that an item cannot be supplied immediately from Contractor's stock, the City reserves the right to purchase the item from other sources when the City determines that it is an emergency purchase need.

2.1.4 Deliveries will be made to various City locations. A list of current locations is found in Exhibit A. However, the City may add or remove locations as necessary.

2.2 **Invoice Requirements**

2.2.1 All correspondence including invoices, credit memos, statements and account inquiries are to be mailed to 2441 S. 22nd Avenue, Phoenix, Arizona 85009, Attention: Auto Stores or emailed to pwd.auto.stores@phoenix.gov, unless otherwise requested by specific accounts.

2.2.2 All invoices must be supplied within three (3) business days of component delivery to the service location.

2.2.3 If offered, the prompt payment discounts eligible days will begin upon receipt of the invoice at Auto Stores via emailed at pwd.auto.stores@phoenix.gov, or by USPS mail, mailing address at 2441 S. 22nd Avenue, Phoenix, Arizona 85009, Attention: Auto Stores.

2.2.4 At a minimum the invoice must include the following: identify the City of Phoenix as the customer, the City issued purchase order number, the contract agreement number, and itemized parts charges.

2.2.5 If special handling and/or freight are required, the Contractor will assume all charges unless prior authorization from the City is provided. If such authorization is received, the City will reimburse the Contractor as a pass through cost on the invoice with documentation.

2.3 Warranty Requirements

2.3.1 Contractor will guarantee all products supplied under this contract for a minimum period of three (3) months against defects in material and workmanship.

2.3.2 Contractor shall issue a credit memo to the City of Phoenix Auto Stores for failed products. Replacement parts will not be accepted under this contract.

2.3.3 All merchandise involved in warranty claims will be picked up from City locations by the Contractor on a weekly basis. Warranty claims must be processed within three (3) weeks of pick up. All Contractor disputed warranty claims will be brought to the attention of the Fleet Services Division's Warranty Program within that same three (3) week period in writing. If the claim is not disputed in the allotted time period the claim shall be deemed approved and payable to the City.

1.3. CONTRACTOR QUALIFICATIONS

3.1 Contractor shall utilize properly qualified employees in the performance of this contract. A qualified employee is defined as one who is trained and capable of properly, safely, and promptly providing services requested in association with this contract. Unqualified employees are not permitted to provide assistance of any kind under this contract.

3.2 Contractor will not subcontract, use third party companies, or use any other parties to perform these services without written authorization from the City. Should authorization for such be granted, use of any subcontractors or other parties shall not relieve, release or affect in any manner the Contractor's duties, liabilities or obligations under this contract.

3.3 If the City determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated this agreement or is otherwise detrimental to the City, a written notice will be issued to the Contractor. Upon receipt of such notice the Contractor shall promptly provide a qualified replacement person(s) to provide services under this contract. Examples of such conduct include: performing unsatisfactory services; poor customer service; interfering with operation of City fleet; or inappropriate behavior towards occupants, other contractors or subcontractors.

1.4. CONTRACTOR SERVICES

4.1 Upon request, the Contractor shall provide an accurate and complete report detailing all orders placed under this contract. This report shall include:

4.1.1 The date the order was placed.

4.1.2 Description of the part and accessory (Manufacturer's Part Number, Catalog Date, List Price, Discount Price).

4.1.3 Carrier shipping information.

4.1.4 The date the order is complete.

4.1.5 City reference order number.

4.2 Services provided under this contract shall be performed in conformance with all provisions of this agreement; legal statutes; code requirements; applicable OEM specifications; and Fleet Services Policies.

4.3 City has the right to return new parts in their original packaging for credit through Contractor who is an authorized (dealer/vendor/reseller) for the manufacturer, whether purchased from the current Contractor on this contract or another contractor on a previous contract.

1.5. **PROMOTIONAL PRICING**

The Contractor may offer sales promotions to the City at the Contractor's discretion, for specific products or groups of products within the scope of this Contract. Sales promotions can include additional rebates, specials, product discounts offered by manufacturers, etc.

6. **PRODUCT GROUPS AND SPECIFICATIONS**

6.1 **Group 1 Rubber Cutting Edge & Hardware**

6.1.1 Item 1, Rubber cutting edge to be made of a wedge shaped piece of 48" solid industrial strength rubber, it must have 5-1/2" of usable rubber; with a universal channel mount system that allows for hardware to be moved along the track to desired bolt pattern specification.

The following are excluded from the contract: cutting edges with side plates and/or laminated rubber construction.

6.1.2 Item 2, Rubber cutting edge to be made of a wedge shaped piece of 60" solid industrial strength rubber, it must have 5-1/2" of usable rubber; with a universal channel mount system that allows for hardware to be moved along the track to desired bolt pattern specification.

The following are excluded from the contract: cutting edges with side plates and/or laminated rubber construction.

6.1.3 Item 3, Hardware kit for the rubber edges must be for a bolt hole of 1-1/8" and include one 4" bolt, one channel plate, one flat washer, one lock washer, and one nut.

6.2 **Group 2 Carbon Alloy Cutting Edge**

6.2.1 Bolt-on cutting edge material must be Black Cat Blade, BCB1084, High Carbon Alloy Abrasion Resistant Bar, or offered in an equivalent brand that meets the material hardness and composition requirements listed in the table below:

Group 2 - High Carbon Alloy Abrasion Resistant Bar
Equivalent Material Hardness and Composition Requirements

Including	Target Hardness
Bolt on Construction Blades	250 to 320 Brinell (25 to 34 HRC)
Element	**Spec (in weight percentage)**
Carbon (C)	0.84
Manganese (Mn)	0.70
Sulphur (S)	0.05 maximum
Phosphorous (P)	0.04 maximum
Silicon (Si)	0.25
Iron (Fe)	Remainder
Total	100%

6.2.2 Group 2 High Carbon Alloy Abrasion Resistant Bar - Product Requirements

Material Requirements: BCB1084 or Equivalent						
Item No.	Thickness	Width	Length	Holes	Hole Size	Edge Type
The following items will be priced per blade						
4	3/4"	8"	59-7/8"	5	1/2"	Flat Square
5	3/4"	10"	90-1/2"	16	5/8"	Flat Double Bevel
6	3/4"	8"	34"	3	1/2"	Flat Square
7	3/4"	8"	92-1/2"	8	3/4"	Flat Double Bevel
8	3/4"	6"	59-5/8"	6	1/2"	Flat Double Bevel
9	1/2"	4"	88-3/4"	8	1/2"	Flat Single Bevel
10	3/4"	8"	80"	7	5/8"	Flat Double Bevel
The following items will be priced by the square inch						
11	1/2"	6"	TBD	TBD	TBD	Flat Square
12	1/2"	6"	TBD	TBD	TBD	Flat Double Bevel
13	1/2"	6"	TBD	TBD	TBD	Flat Single Bevel
14	1/2"	8"	TBD	TBD	TBD	Flat Square
15	1/2"	8"	TBD	TBD	TBD	Flat Double Bevel
16	1/2"	8"	TBD	TBD	TBD	Flat Single Bevel
17	3/4"	6"	TBD	TBD	TBD	Flat Square
18	3/4"	6"	TBD	TBD	TBD	Flat Double Bevel
19	3/4"	6"	TBD	TBD	TBD	Flat Single Bevel
20	3/4"	8"	TBD	TBD	TBD	Flat Square
21	3/4"	8"	TBD	TBD	TBD	Flat Double Bevel
22	3/4"	8"	TBD	TBD	TBD	Flat Single Bevel

6.2.3 Weld-on cutting edge material must be Black Cat Blade, BCB1055, Medium Carbon Alloy Weld Friendly Bar, or offered in an equivalent brand that meets the material hardness and composition requirements listed in the table below:

Group 2 - Medium Carbon Alloy Weld Friendly Bar
Equivalent Material Hardness and Composition Requirements

Including	Target Hardness
Weld in Single Bevel	240 to 300 Brinell (22 to 32 HRC)
Element	**Spec (in weight percentage)**
Carbon (C)	0.55
Manganese (Mn)	0.75
Sulphur (S)	0.05 maximum
Phosphorous (P)	0.04 maximum
Silicon (Si)	0.25
Iron (Fe)	Remainder
Total	100%

6.2.2 Group 2 Medium Carbon Alloy Weld Friendly Bar - Product Requirements

Material Requirements: BCB1055 or Equivalent						
The following items will be priced per blade:						
Item No.	Thickness	Width	Length	Holes	Hole Size	Edge Type
23	3/4"	6"	62"	N/A	N/A	Flat Single Bevel
24	1/2"	4"	89"	N/A	N/A	Flat Single Bevel
25	3/4"	8"	110"	N/A	N/A	Flat Single Bevel
The following items will be priced per blade:						
26	1/2"	4"	TBD	N/A	N/A	Flat Single Bevel
27	1/2"	6"	TBD	N/A	N/A	Flat Single Bevel
28	1/2"	8"	TBD	N/A	N/A	Flat Single Bevel
29	3/4"	6"	TBD	N/A	N/A	Flat Single Bevel
30	3/4"	8"	TBD	N/A	N/A	Flat Single Bevel

6.3 **Group 3 Kennametal Road Planing and Trenching Tools**

6.3.1 Item 31, RZ1-01P (RP18), Road Rehabilitation Conicals, RoadRazor II, RZ Series 20mm (.76") Shank. No substitutions for Kennametal brand will be accepted under this contract.

6.3.2 Item 32, QC110HD, Soil Stabilization Toolholder System, Quick Change Series. No substitutions for Kennametal brand will be accepted under this contract.

6.3.3 Item 33, SM06, SM Series Trenching Tool. No substitutions for Kennametal brand will be accepted under this contract.

6.4 **Optional Pricing**

Item 34, Price option for complete Kennametal line of road planing and trenching tools.

ORIGINAL

	SECTION V - SUBMITTAL	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181

Please submit one (1) printed complete original one (1) complete electronic copy (on a CD/DVD or USB drive). **Please submit only Section V, do not submit a copy of the entire IFB document.** This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

1. **ALL OR NONE BID PRICE SCHEDULE AND DELIVERY SCHEDULE**

Note: Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on all invoices.

Failure to supply complete documentation below may result in your response being non-compliant:

Document	Original	Electronic	Copy
Section V- Submittal (Signed and Completed)	Yes	Yes	Yes
Submittal Spreadsheet (Excel Format Only) PDF or other formats will not be accepted	Yes	Yes	Yes

1. **PAYMENT TERMS**

Contractor offers a prompt payment discount of 0 % _____ days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

2. **SERVICE CONTACT**

Name: Frank Agostino

Telephone Number: 480-892-5657

Alternate Contact: Brad Conover

Telephone Number: 480-980-2876 cell

	SECTION V - SUBMITTAL	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181

OFFER

TO THE CITY OF PHOENIX:
The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. 07-215215-A

Use Tax No. for Out-of State Suppliers

City of Phoenix Sales Tax No.

Taxpayer's Federal Identification No. : If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

THE VENDOR MANAGEMENT SYSTEM ID NUMBER,
OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD
NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND/OR REJECTED

Enter Vendor Management System ID Number **ID number can be located by signing on at** http://blzopps.phoenix.gov	00006868

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Brad A. Conover — Authorized Signature

2-5-2015 — Date

Brad A. Conover President — Printed Name and Title

Company Name: Branco Machinery Co.

Address: 1205 N. McQueen Road

City, State and Zip Code: Gilbert, AZ 85233

Telephone Number: 480-892-5657

Company's Fax Number: 480-892-3174

Company's Toll Free # _____

Email Address brad @ brancomachinery.com

	SECTION V - SUBMITTAL	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7161

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 City.

This contract shall henceforth be referred to as Contract No. P-10440-20. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

City Clerk

Jim Campion, Deputy Finance Director

Approved as to form this 19 day of November, 2014

Awarded this 9th day of APRIL, 2015.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

CITY CLERK DEPT.
2015 APR -9 AM 10:52

SECTION V - SUBMITTAL SPREADSHEET

IFB 15-115(LD)
OFF ROAD EQUIPMENT CUTTING EDGES & CUTTING TOOL ATTACHMENTS - REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Offeror Name:	Branco Machinery Co.

Offeror shall not modify this form in any way other than providing the information and prices as requested.
Offeror shall determine which products to bid and shall fill in the City bid price in the appropriate cell.
For the products offered, offerors shall submit the manufaturer, product name, and specification sheets.
Prices shall be all inclusive with the exception of applicable taxes.
Cells shaded blue contain formulas and shall not be modified.

GROUP 1 - Rubber Cutting Edges & Hardware

Item No.	Description of Product	Unit of Measure (UOM)	Product Being Bid: Manufacturer, Product Name/Number	Estimated Quantities	Unit Price	Extended Price
1	48" Rubber Edge	EA		4		$ -
2	60" Rubber Edge	EA		34		$ -
3	1-1/8" Hardware Kit	EA		90		$ -
					GROUP 1 - TOTAL	$ -

GROUP 2 - Carbon Alloy Cutting Edges

Item No.	Description of Product	Unit of Measure (UOM)	Product Being Bid: Manufacturer, Product Name/Number/Grade	Estimated Quantities	Unit Price	Extended Price
4	3/4"x8"x59-7/8" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	6	$ 199.20	$ 1,195.20
5	3/4"x10x90-1/2" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	5	$ 440.44	$ 2,202.20
6	3/4"x8"x34" FSE	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	4	$ 119.34	$ 477.36
7	3/4"x8"x92-1/2" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	2	$ 341.31	$ 682.62
8	3/4"x6"x59-5/8" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 166.80	$ 166.80
9	1/2"x4"x88-3/4" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 123.71	$ 123.71
10	3/4"x8"x80" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 276.80	$ 276.80
11	1/2"x6"xTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 1.50	$ 1.50
12	1/2"x6"xTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 1.46	$ 1.46
13	1/2"x6"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 1.86	$ 1.86
14	1/2"x8"xTBD FSE	SQ IN	Not Available	1	N/A	N/A
15	1/2"x8"xTBD FDB	SQ IN	Not Available	1	N/A	N/A
16	1/2"x8"xTBD FSB	SQ IN	Not Available	1	N/A	N/A
17	3/4"x6"xTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.26	$ 2.26
18	3/4"x6"xTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.28	$ 2.28
19	3/4"x6"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.16	$ 2.16
20	3/4"x8"xTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 3.06	$ 3.06
21	3/4"x8"xTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 3.02	$ 3.02

22	3/4"x6"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.90	$ 2.90
23	3/4"x6"x62" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	90	$ 133.92	$ 12,052.80
24	1/2"x4"x89" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	2	$ 83.66	$ 167.32
25	3/4"x6"x110" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 319.00	$ 319.00
26	1/2"x4"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 0.94	$ 0.94
27	1/2"x6"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 1.86	$ 1.86
28	1/2"x8"xTBD FSB	SQ IN	Not Available	1	N/A	N/A
29	3/4"x6"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.16	$ 2.16
30	3/4"x8"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.90	$ 2.90
				GROUP 2 - TOTAL		$ 281.62

GROUP 3 - Kennametal Road Planing and Trenching Tools

Item No.	Product No.	Unit of Measure (UOM)	[redacted]	Estimated Quantities	Unit Price	Extended Price
31	RZ1-01P	EA		3,400	$ 5.99	$ 20,366.00
32	QC110HD	EA		120	$ 33.24	$ 3,988.80
33	SM06	EA		200	$ 8.61	$ 1,722.00
				GROUP 3 - TOTAL		$ 26,076.80

OPTIONAL PRICING - Kennametal Road Planing and Trenching Tools

Item No.	Manufacturer	Price Options (Identify Only One) % Discount or % Markup	Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and identifier (i.e. expiration, number or edition, etc.)
34	Kennametal		

[redacted]

Current Listing of City of Phoenix Delivery Locations

PUBLIC WORKS - EQUIPMENT MANAGEMENT LOCATIONS:

AUTO STORES/CENTRAL TIRE SHOP:
- 2441 South 22nd Ave., Phoenix, AZ

SERVICE CENTERS:
- Fire Resources Center, 2625 South 19th Ave., Phoenix, AZ
- Glenrosa, 4021 West Glenrosa Ave., Phoenix, AZ
- Okemah, 3828 East Anne St., Phoenix, AZ
- Union Hills, 202 East Union Hills Dr., Phoenix, AZ
- Salt River, 3045 South 22nd Ave., Phoenix, AZ

91st AVENUE TREATMENT PLANT:
- 5615 South 9151 Ave., Tolleson, AZ

LANDFILL & REFUSE OPERATIONS:
- SR85 Landfill, 28361 West Patterson Rd., Buckeye, AZ
- North Gateway Transfer Station, 30205 North Black Canyon Rd., Phoenix, AZ
- 27th Avenue Solid Waste Management Facility, 3060 South 22nd Ave., Phoenix, AZ

OTHER LOCATIONS:

AVIATION FLEET MAINTENANCE:
- 2515 East Buckeye Rd., Phoenix, AZ

ENCANTO STORES:
- 1602 West Encanto Blvd., Phoenix, AZ

VARIOUS OTHER CITY OF PHOENIX LOCATIONS, AS NEEDED.

	SOLICITATION ADDENDUM	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181
	Solicitation Number: IFB 15-115 (LD) Addendum #1 * Page 1 of 1	
	Solicitation Due Date: Friday, February 6, 2015, 2:00 p.m. Local Time	

Please make the following changes to the above-referenced solicitation:

QUESTION/ANSWER

Q1: The only portion we can bid on is the rubber cutting edge portion - is that OK or do we have to bid on all items?

A1: Yes, it is acceptable to bid on only one group, but the group must be bid in its entirety.

Q2: If indeed the buckets are 120" would we be allowed to quote (3) of a 40" edge which also equals the 120" or does it HAVE to be 60"?

A2: The bid MUST be for a 60" edge.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid or proposal submittal.

Name of Company: Branco Machinery Co.

Address: 1205 N. McQueen Road Gilbert, AZ 85233

Authorized Signature: Brad A. Conover

Print Name and Title: Brad A. Conover President

	SOLICITATION ADDENDUM	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181
	Solicitation Number: IFB 15-115 (LD) Addendum #2 Page 1 of 1 Solicitation Due Date: Friday, February 6, 2015, 2:00 p.m. Local Time	

Please make the following changes to the above-referenced solicitation:

QUESTION/ANSWER

Q1: In regards to 6.3 in Section IV Scope of Work, Empire requests that CAT bits be an acceptable brand for this contract.

See the attached reference guide to support the quality of the CAT bit. Empire has conducted head to head testing with Kennametal on client jobsites. References available on request.

A1: The information provided is a reference guide, we will need to see verified performance data for the the scope of the bid to be changed. The performance data must show a head to head comparison of the Caterpillar bits to at least the following Kennametal bits: RZ1-01P and SM06.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid or proposal submittal.

Name of Company: Branco Machinery Co.

Address: 1205 N. McQueen Road Gilbert, AZ 85233

Authorized Signature: Brad A. Conover

Print Name and Title: Brad A. Conover President

Material Hardness Values

All Black Cat Blades Through Hardened cutting edges for Mining, Road Maintenance, and Construction applications are manufactured using high alloy "Boron" steels which are then heat treated, quenched and tempered to the following specifications:

BCB400 High Alloy Weld Friendly Quenched and Tempered

Including	Target Hardness
Weld on Blades	301 to 390 Brinell (32 to 42 HRC)*
Bolt on C.A.R.M Blades	336 to 421 Brinell (36 to 45 HRC)
Half Arrow Weld On (Rolled Bar)	362 to 421 Brinell (39 to 45 HRC)
Half Arrow Bolt On (Rolled Bar)	410 to 512 Brinell (44 to 52 HRC)
Wear Bar	336 to 390 Brinell (36 to 42 HRC)

BCB500 High Alloy High Abrasion Quenched and Tempered

Including	Target Hardness
Bolt on Blades	410 to 512 Brinell (44 to 52 HRC)
Heat Treated Grader Blades	421 to 512 Brinell (45 to 52 HRC)
End Bits	381 to 443 Brinell (41 to 47 HRC)
Weld on Blades	301 to 390 Brinell (32 to 42 HRC)

Black Cat Blades High Carbon "as rolled" cutting edges for Road Maintenance and Construction applications are manufactured using high carbon alloy steels which are processed in "as rolled" condition and meet the following specifications:

BCB 1084 High Carbon Alloy Abrasion Resistant Bar

Including	Target Hardness
Bolt on Carbon Grader Blades	250 to 320 Brinell (25 to 34 HRC)
Bolt on Snow Plow Blades	250 to 320 Brinell (25 to 34 HRC)
Bolt on Construction Blades	250 to 320 Brinell (25 to 34 HRC)

BCB1055 Medium Carbon Alloy Weld Friendly Bar

Including	Target Hardness
Small Sizes Weld in Single Bevel	240 to 300 Brinell (22 to 32 HRC)

**Rockwell (HRC) hardness values are conversions using SAE tables, all process hardness measurements at Black Cat Blades are obtained with Brinell test equipment.*

Material & Composition

Through Hardened Steels

The nominal chemical composition is as follows (in weight %):

Element	BCB600 up to 1-1/2"	BCB500 over 1-1/2"	BCB400 all sizes
Carbon (C)	0.25	0.25	0.16
Manganese (Mn)	1.25	1.25	1.25
Sulphur (S)	0.05 maximum	0.05 maximum	0.05 maximum
Phosphorous (P)	0.04 maximum	0.04 maximum	0.04 maximum
Silicon (Si)	0.25	0.25	0.25
Copper (Cu)	0.50 maximum	0.50 maximum	0.50 maximum
Chromium (Cr)	0.80	0.95	0.95
Boron (B)	0.0005 minimum	0.0005 minimum	0.0005 minimum
Iron (Fe)	Remainder	Remainder	Remainder
Total	100%	100%	100%

High Carbon As Rolled Steels

The nominal chemical composition is as follows (in weight %):

Element	BCB1084	BCB1055
Carbon (C)	0.84	0.55
Manganese (Mn)	0.70	0.76
Sulphur (S)	0.05 maximum	0.05 maximum
Phosphorous (P)	0.04 maximum	0.04 maximum
Silicon (Si)	0.25	0.25
Iron (Fe)	Remainder	Remainder
Total	100%	100%

Black Cat Blades Through Hardened parts are covered by a limited warranty against breakage during the usable life of the part.

Black Cat Blades High Carbon parts are warranted against defects in material and workmanship.

**Exact chemical composition ranges of specific Black Cat products can be obtained by requesting an uncontrolled copy of "Material Specifications" from our Quality department.*

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRANCO MACHINERY CO.

EXHIBIT B
AWARD AND RATE SHEET

	SECTION V - SUBMITTAL	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7161

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 City.

This contract shall henceforth be referred to as Contract No. P-10440-20. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

City Clerk

Jim Campion, Deputy Finance Director

Approved as to form this 19 day of November, 2014

Awarded this 9th day of APRIL, 2015.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

CITY CLERK DEPT.
2015 APR -9 AM 10:52

SECTION V - SUBMITTAL SPREADSHEET

IFB 15-116(LD)
OFF ROAD EQUIPMENT CUTTING EDGES & CUTTING TOOL ATTACHMENTS - REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7161

Offeror Name:	Branco Machinery Co.

Offeror shall not modify this form in any way other than providing the information and prices as requested.
Offeror shall determine which products to bid and shall fill in the City bid price in the appropriate cell.
For the products offered, offerors shall submit the manufaturer, product name, and specification sheets.
Prices shall be all inclusive with the exception of applicable taxes.
Cells shaded blue contain formulas and shall not be modified.

GROUP 1 - Rubber Cutting Edges & Hardware

Item No.	Description of Product	Unit of Measure (UOM)	Product Being Bid: Manufacturer, Product Name/Number	Estimated Quantities	Unit Price	Extended Price
1	48" Rubber Edge	EA		4		$ -
2	60" Rubber Edge	EA		34		$ -
3	1-1/8" Hardware Kit	EA		90		$ -
					GROUP 1 - TOTAL	$ -

GROUP 2 - Carbon Alloy Cutting Edges

Item No.	Description of Product	Unit of Measure (UOM)	Product Being Bid: Manufacturer, Product Name/Number/Grade	Estimated Quantities	Unit Price	Extended Price
4	3/4"x8"x59-7/8" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	6	$ 199.20	$ 1,195.20
5	3/4"x10x90-1/2" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	5	$ 440.44	$ 2,202.20
6	3/4"x8"x34" FSE	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	4	$ 119.34	$ 477.36
7	3/4"x8"x92-1/2" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	2	$ 341.31	$ 682.62
8	3/4"x6"x59-5/8" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 166.80	$ 166.80
9	1/2"x4"x88-3/4" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 123.71	$ 123.71
10	3/4"x8"x80" FDB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 276.80	$ 276.80
11	1/2"x6"xTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 1.50	$ 1.50
12	1/2"x6"xTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 1.46	$ 1.46
13	1/2"x6"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 1.86	$ 1.86
14	1/2"x8"xTBD FSE	SQ IN	Not Available	1	N/A	N/A
15	1/2"x8"xTBD FDB	SQ IN	Not Available	1	N/A	N/A
16	1/2"x8"xTBD FSB	SQ IN	Not Available	1	N/A	N/A
17	3/4"x6"xTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.26	$ 2.26
18	3/4"x6"xTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.28	$ 2.28
19	3/4"x6"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.16	$ 2.16
20	3/4"x8"xTBD FSE	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 3.06	$ 3.06
21	3/4"x8"xTBD FDB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 3.02	$ 3.02

22	3/4"x8"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.90	$ 2.90
23	3/4"x6"x62" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	90	$ 133.92	$ 12,052.80
24	1/2"x4"x89" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	2	$ 83.66	$ 167.32
25	3/4"x6"x110" FSB	EA	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 319.00	$ 319.00
26	1/2"x4"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 0.94	$ 0.94
27	1/2"x6"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 1.86	$ 1.86
28	1/2"x8"xTBD FSB	SQ IN	Not Available	1	N/A	N/A
29	3/4"x6"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.16	$ 2.16
30	3/4"x8"xTBD FSB	SQ IN	Black Cat Blades / BCB1084 / High Carbon Alloy Abrasion Resistant Bar	1	$ 2.90	$ 2.90
					GROUP 2 - TOTAL	$ 281.62

GROUP 3 - Kennametal Road Planing and Trenching Tools

Item No.	Product No.	Unit of Measure (UOM)	[redacted]	Estimated Quantities	Unit Price	Extended Price
31	RZ1-01P	EA		3,400	$ 5.99	$ 20,366.00
32	QC110HD	EA		120	$ 33.24	$ 3,988.80
33	SM06	EA		200	$ 8.61	$ 1,722.00
					GROUP 3 - TOTAL	$ 26,076.80

OPTIONAL PRICING - Kennametal Road Planing and Trenching Tools

Item No.	Manufacturer	Price Options (Identify Only One) % Discount or % Markup	Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and identifier (i.e. expiration, number or edition, etc.)
34	Kennametal		

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRANCO MACHINERY CO.

EXHIBIT C
SCOPE OF WORK

PROJECT

The City of Glendale, Public Works, Landfill/MRF is responsible for the acquisition, management and maintenance of heavy off-road equipment. To ensure the continued operations of this fleet, the Glendale Landfill/MRF maintains this fleet on the Landfill site. Annually, the Glendale Landfill/MRF spends approximately $35,000 for cutting edges, teeth and other attachment accessories each year.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRANCO MACHINERY CO.

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Purchase requisition not to exceed $35,000 annually, or $175,000 over the entire term of this Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $175,000.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation at the same rate and on the same schedule as the Phoenix Contract, unless the City and Contractor agree otherwise. Payment to be made by the City from the Contractor's invoice submitted to cover items received and accepted. All invoices must include the Purchase Requisition number.

File #: 15-830, **Version:** 1

AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF STREETLIGHT MONITORING NODES (PHOTOCELLS) FROM ACUITY BRANDS LIGHTING, INC., DOING BUSINESS AS HOLOPHANE
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This a request for City Council to approve expenditure authority by the Acting City Manager for the purchase of Remote Operations Asset Management (ROAM) streetlight monitoring nodes (photocells) from Acuity Brands Lighting, Inc., dba Holophane, in an amount not to exceed $100,000 through April 10, 2017, when the 10-year ROAM Master Agreement expires.

Background

The city entered into an agreement (C-5991) with ROAM, a division of Strategic Services Group, Inc., in April 2007 to deploy and maintain the ROAM streetlight monitoring system. In 2009, Strategic Services Group was acquired by Acuity Brands, Inc. The monitoring system requires that only replacement parts compatible with this system be used. Holophane, a subsidiary of Acuity Brands, Inc., is the sole provider of this proprietary equipment. ROAM has advised that the expected life of these nodes is about eight years. During FY 2014-15, the city purchased 1,139 ROAM nodes at a cost of $49,300. Due to technology changes, the city uses two types of nodes. The first generation type is deployed throughout the city except in the southern area west of 75th Avenue where second generation nodes are deployed. The unit price including taxes and shipping for the first generation nodes is $40 and the unit price for second generation nodes is $60. The city currently has 20,126 streetlights each with a monitoring node.

Analysis

In April 2007 Council approved the ROAM Master agreement which provided for the installation of ROAM nodes (photocells) to allow monitoring of streetlight performance. Streetlight monitoring has allowed the city to keep street light outages routinely to less than one percent of the streetlight system. New nodes are required for three reasons:

- Replacements due to failure of existing nodes from age or weather events.
- Replacements due to damage sustained from a streetlight pole being hit by a vehicle or pole failure from severe rust.
- New streetlight installations which require monitoring.

Previous Related Council Action

On April 10, 2007, Council approved an agreement with ROAM, a division of Strategic Services Group, Inc., for

the purchase, installation, and maintenance of the ROAM streetlight monitoring system. The maintenance agreement was for a 10-year term.

Community Benefit/Public Involvement

Residents take great interest in the performance of neighborhood streetlights. Street lighting is critical to traffic and pedestrian safety and neighborhood visibility. Continued maintenance and repair of city streetlights will meet residents' expectations and provide for a safe transportation environment for travelers and visibility for neighborhood residents.

Budget and Financial Impacts

Funding for the remainder of this fiscal year in the amount of $50,000 is available in the street lighting program FY 2015-16 operating budget. Funding for the remainder of the 10-year contract in the amount of $50,000 is contingent upon Council approval of the next fiscal year's operating budget. Expenditures with Holophane are not to exceed $100,000 during the remainder of the ROAM Master Agreement which expires April 10, 2017.

Cost	Fund-Department-Account
$25,000	**1660-16311-524400, GO Street Light Management, Line Supplies**
$25,000	**1340-16920-524400, Street Light Management, Line Supplies**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

GLENDALE

Materials Management
Sole Source Request

Revised 6/4/15

Submit the completed form to your director. Once your director has reviewed and signed this form, he/she will forward it to the Materials Manager as approval to proceed.

SOLE SOURCE REQUESTOR INFORMATION:

Requestor: Michael Sills-Trausch	Date: September 17, 2015	Department: Engineering
Phone Number: x2019	Email Address: msills@glendaleaz.com	

PROPOSED VENDOR INFORMATION:

Proposed Vendor: Acuity Brands Lighting, Inc. doing business as Holophane	Proposed Vendor Contact: Karen Holcom, Senior Vice President
Proposed Vendor Address: One Lithonia Way	
City, State and Zip Code: Conyers, GA 30012	
Vendor Phone: 770-922-9000	Vendor Fax: 770-388-0229

SOLE SOURCE PURCHASE INFORMATION:

Total Cost of this Order: $100,000	One time purchase: Yes ☐ No X☐ Federal Money: Yes ☐ No X ☐ If yes, explain funding source:
Fund #: 1660 / Department #: 16311 / Account #: 524400 (GO) Fund #: 1340 / Department #: 16920 / Account #: 524400 (HURF)	
Description of the product or service requested: ROAM photocells and control nodes for monitoring street lighting performance supplied through Holophane, a division of Acuity Brands.	

Check the reason(s) below to identify why you have determined the purchase is a sole source and attach supporting documentation.

	REASON	GUIDELINES FOR JUSTIFICATION
X	Compatibility	ROAM photocells (IWT and NIVIS types) provided solely by Holophane for ROAM deployments.
☐	Unique repair/replacement item	Identify item to be used with previous PO number item purchased, and warranty period
☐	Supplementary or necessary part required from same manufacturer	Identify in-house equipment and use with existing system
☐	Unique Item	Identify project/program, equipment or unique design (make/model), and include reason required. What other makes/sources were considered.
☐	Unique Service	In what area is facility, equipment, or expertise unique? Include reason required.
X	Proprietary Specifications (Copyright, patented, etc.)	ROAM photocells (IWT and NIVIS types) provided solely by Holophane for ROAM deployments.
☐	Other reasons, if not above	Explain in detail

Rec'd 9/24/15

GLENDALE

Materials Management
Sole Source Request

Revised 6/4/15

JUSTIFICATION:

The city entered into an agreement, contract #C-5991-2, with ROAM, a division of Strategic Services Group in April 2007 to deploy and maintain a streetlight monitoring system. In 2009, ROAM was acquired by Acuity Brands, Inc. The monitoring system requires that only replacement parts compatible with this system be used. Holophane, a subsidiary of Acuity Brands, Inc., is the sole provider of this proprietary equipment.

MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:

Only Holophane-supplied photocells may be used with ROAM deployments.

REQUESTOR CERTIFICATION:

I hereby certify that in accordance with Finance Administrative Policy No. 12, I have conducted a good faith review of available sources and have determined that there is only one known source for the required items in accordance with the Guidelines for Justification above.

Requestor Michael Sills-Trausch Division Engineering Date September 17, 2015

DEPARTMENT DIRECTOR APPROVAL:

I hereby certify that in accordance with Finance Administrative Policy No. 12, I have conducted a good faith review of available sources and have determined that there is only one known source for the required items in accordance with the Guidelines for Justification above..

Director Jack Friedline Division Public Works Date 9.18.15

MATERIALS MANAGEMENT APPROVAL:

I hereby certify that in accordance with Finance Administrative Policy No. 12, I have conducted a good faith review of this request and have agreed that there is only one known source for the required items in accordance with the Guidelines for Justification above.

Materials Manager Date 9-22-15

SOLE SOURCE AUTHORIZATION RENEWAL:

An Approval of a Vendor as a Sole Source shall only be valid for the duration of the procurement. Materials Management requires reevaluation and resubmission of a Sole Source Request for this procurement:

Single Use Only: ☐
Annually: ☐
End of first term of Contract: ☐
End of Contract, including any extensions: X☐

GLENDALE AZ

Materials Management
Sole Source Request

Revised 6/4/15

SUBMITTAL INSTRUCTIONS: Please complete this document and email the request to the Materials Manager, requesting approval. Attach additional documents, if needed, to support your request.

The subject line of the email is to read:

"Request for approval of a sole source purchase"

The text of the email is to read:

"Your authorization to proceed with a sole source purchase is requested. The completed form is attached for your review."

PREPARER NOTE: When submitting the purchase requisition, please attach the following:

- this completed form with approval by Materials Management
- the form required if it's a vehicle or technology purchase

HOLOPHANE
An AcuityBrands Company

Quoted To: CITY OF GLENDALE
WAREHOUSE
6210 W. MYRTLE AVE
GLENDALE, AZ 85301

Job Name: City of Glendale, AZ ROAM 0722 CK REQ
Quote #: 2151-15-11074-2
Quote Label: Revised Quote 9 21 15
Job Location: Glendale, Arizona
Issue Date: 9/21/2015
Bid Date: 8/24/2015

Quoted By: John Caratozzolo
623-465-9135
JCaratozzolo@Holophane.com

Type	Qty	Catalog #	Unit $	Ext $
	1	REN127 NM1 J50	$60.00	$60.00
	1	REN124 T J50	$40.00	$40.00

Estimated Lead Time: 0 days

Notes

* WESTERN REGION SUPPORT:

PHONE: 855-209-6363

Customer Care (Order entry, Expedites, Status)HLP.West.CC@Holophane.com

Inside Sales Support: (Quotes, Drawing Requests or Post Sales Issues)
WesternSalesSupport@Holophane.com

* Quote Number Must Be Written On Purchase Order
* All quotes subject to standard terms and conditions unless specifically noted.
* Quote is based on our interpretation of information provided. It is not intended as a guarantee of the acceptance.
* Spare or replacement parts (including lamps) are only included if noted specifically within the quotation above.
* Price is for above Bill of Material, no other material is offered or implied.
* Quotation is based on information available at bid time. All material subject to approval.
* The lead time shown in manufacturing time only. For delivery lead time, please add 5-10 business days to cover transportation and processing time.

Terms

HOLOPHANE: This quote is valid for 90 calendar days from date of quote. Shipment lead times begin the day after the order is released and are based on working days only. Shipments are FOB Shipping Point on all orders. Holophane shall pay freight on orders of $3,000 or more ($750 for replacement ballast kits) to all points in the continental United States and Canada. Upon release of your order, poles and non-standard material cannot be cancelled or returned. Terms are subject to revision. Items with "Hold" status have not been allocated any labor, material, or scheduled production time. The lead time to shipment will begin when Holophane receives your clarification or approval to release your purchase order item(s) from "Hold" status. Prices in this acknowledgement are firm for release within a period of six months from the date of order. At the end of six months, Holophane, at its option, shall either increase prices by 3% or renegotiate pricing. Thereafter, escalation of 1-1/2% per three month period will be added. In the event of an extraordinary change in raw material costs, Holophane reserves the right to renegotiate pricing. Pricing will be reevaluated and confirmed upon receipt of your clarification or approval to release the purchase order item(s) from "Hold" status.

File #: 15-831, **Version:** 1

AWARD OF BID 15-71 TO BORDER STATES ELECTRIC FOR THE SUPPLY OF HIGH PRESSURE SODIUM (HPS) AND LIGHT EMITTING DIODE (LED) STREETLIGHT LUMINAIRES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This a request for City Council to award the bid and authorize the Acting City Manager to enter into an agreement with Border States Electric, in an amount not to exceed $50,000 for the supply of High Pressure Sodium (HPS) and Light Emitting Diode (LED) streetlight luminaires. This request also authorizes the City Manager, at the City Manager's discretion, to renew the agreement for an additional four years, in one-year increments, in an amount not to exceed $250,000 over the full term of the agreement.

Background

The current contract for supply of streetlight luminaires expired November 30, 2015. The street lighting program uses new HPS luminaires to replace existing HPS luminaires damaged due to pole knockdown or fall down, or due to product failure. The city now requires LED streetlights for new development projects; therefore replacement LED luminaires are necessary for continuity of service.

Analysis

The city's Materials Management division issued an Invitation for Bid (IFB) on July 2, 2015, for supply of both HPS and LED streetlight luminaires. Two manufacturer options were provided for the LED luminaires, General Electric (Evolve product line) and Acuity Brands (Autobahn product line), for testing and evaluation purposes. Seven responses to the IFB were received and evaluated, with Border States Electric providing the lowest responsive and responsible bid for the HPS and General Electric LED luminaires.

Community Benefit/Public Involvement

Residents take great interest in the performance of neighborhood streetlights. Street lighting is critical to traffic and pedestrian safety, and neighborhood visibility. Continued maintenance and repair of city streetlights will meet residents' expectations and provide for a safe transportation environment for travelers and visibility for neighborhood residents. In addition, the ability to access two leading LED street lighting products for testing and evaluation will allow more informed decisions about these products.

Budget and Financial Impacts

Funding for the remainder of this fiscal year in the amount of $20,000 is available in the street lighting program's FY 2015-16 budget. Expenditures with Border States Electric are not to exceed $50,000 annually or

$250,000 over the full five-year term of the agreement; contingent upon Council budget approval.

Cost	Fund-Department-Account
$10,000	**1340-16920-524400, Street Light Management**
$10,000	**1660-16311-524400, GO Street Light Management**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

GLENDALE	SOLICITATION NUMBER: IFB 15-71 STREETLIGHT LUMINAIRES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

4.0 OFFER SHEET

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. **IFB 15-71**
DESCRIPTION: **STREETLIGHT LUMINAIRES**

1. This is to notify you that on _____, 2015, the Glendale City Council will be voting to award IFB 15-71 to your company_____.

2. Subject to City Council approval, this notification constitutes a conditional acceptance of your offer to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.

3. The term of the proposal Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.

4. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.

5. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.

6. You are required to sign and return this Acceptance with this offer. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Contractor Name: Border States Electric
Company Address: 5519 E. Washington Phoenix AZ 85034
Company Federal I.D.: 45-0275004
Contractor Signature: [signature]
Printed Name and Title: Rick Carroll / Account Manager
Email Address: rcarroll@borderstates.com
Telephone No.: 602-797-4715

ACCCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
Printed Name and Title: Richard A. Bowers, Acting City Manager
Date: _____

GLENDALE	SOLICITATION NUMBER: IFB 15-71 STREETLIGHT LUMINAIRES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

5.0 PRICE SHEET

Offerors shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 STREETLIGHT LUMINARIES

GROUP A

Item No.	Estimated Annual Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
5.1.1	65	Each	COBRAHEAD LUMINARY, 100W HPS W/PC RECPT, AEL# 115-10S-CA-MT1-R2-FG-LC	$93.87	$6,101.55
5.1.2	90	Each	COBRAHEAD LUMINARY, 150W HPS W/PC RECEPT, AEL# 115-15S-CA-MT1-R2-FG-LC-OR	$93.87	$8,448.30
5.1.3	70	Each	COBRAHEAD LUMINARY, 250W HPS W/PC RECPT, AEL# 125-25S-CA-MT1-R3-FG-LC	$143.90	$10,073.00
5.1.4	15	Each	COBRAHEAD LUMINARY, 400W HPS W/PC RECPT, AEL# 125-40S-CA-MT1-R3-FG-LC	$152.30	$2,284.50
5.1.5	10	Each	SHOEBOX LUMINARY, 100W HPS W/PC RECPT, BRONZE, AEL# 53-10S-XH-MT1-R2-FG	$150.25	$1,502.50
5.1.6	30	Each	SHOEBOX LUMINARY, 100W HPS W/PC RECPT, BLACK, AEL# 53-10S-XH-MT1-R2-FG-BK	$150.25	$4,507.50
5.1.7	10	Each	SHOEBOX LUMINARY, 150W HPS W/PC RECPT, BRONZE, AEL# 53-15S-XN-MT1-R2-FG-HK	$161.20	$1612.00
5.1.8	10	Each	SHOEBOX LUMINARY, 150W HPS W/PC RECPT, BLACK, AEL# 53-15S-XN-MT1-R2-FG-BK-HK	$161.20	$1612.00
5.1.9	10	Each	SHOEBOX LUMINARY, 250W HPS W/PC RECPT, BRONZE, AEL# C-530091	$159.30	$1,593.00
5.1.10	10	Each	SHOEBOX LUMINARY, 250W HPS W/PC RECPT, BLACK, AEL# C-530091-BK	$159.30	$1593.00
5.1.11	45	Each	POST-TOP LUMINARY, 100W HPS W/PC RECPT, BLACK, AEL# 247-10S-RN-120-R2-FC	$179.00	$8,055.00
5.1.12	10	Each	LUMINARY, 250W METAL HALIDE, SPAULDING PULSE-START,		

			BRONZE, #MY2-A-P25-V3-F-Q-DB-ETOHSF	$ N/A*	$ —
SUB-TOTAL GROUP A (Items 5.1.1 through 5.1.12)					$ 47,382.45 35

GROUP B					
5.1.13	10	Each	GE EVOLVE LED LUMINARY ERS1-0-A3-B1-7-40-A-GRAY-R, 60 WATT, 5100 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$ 303.00	$ 3030.00
5.1.14	10	Each	GE EVOLVE LED LUMINARY ERS1-0-C3-C1-7-40-A-GRAY-R, 95 WATT, 8200 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$ 352.00	$ 3,520.00
5.1.15	10	Each	GE EVOLVE LED LUMINARY ERS2-0-D3-E1-7-40-A-GRAY-R, 113 WATT 10000 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$ 406.00	$ 4060.00
5.1.16	5	Each	GE EVOLVE LED LUMINARY, ERS2-0-G3-C1-1-40-A- GRAY-R, 257 WATT, 19200 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$ 528.00	$ 2,640.00
SUB-TOTAL GROUP B (Items 5.1.13 through 5.1.16)					$ 13,250.00

GROUP C					
5.1.17	10	Each	ACUITY AUTOBAHN LED LUMINARY ATB0 20BLEDE10 MVOLT R2 MP NL P7, 73 WATT, 6414 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$ 274.90	$ 2,749.00
5.1.18	10	Each	ACUITY AUTOBAHN LED LUMINARY, ATBM C MVOLT R2 MP NL P7, 81 WATT, 8827 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$ 276.00	$ 2,760.00
5.1.19	10	Each	ACUITY AUTOBAHN LED LUMINARY, ATBM D MVOLT R3 MP NL P7, 95 WATT, 11534 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$ 285.40	$ 2,854.00

* NO LONGER AVAILABLE

5.1.20	5	Each	ACUITY AUTOBAHN LED LUMINAIRY, ATB2 80BLEDE85 MVOLT R3 MP NL P7, 232 WATT, 21668 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$ 755.70	$ 3,778.50
SUB-TOTAL GROUP C (Item Nos. 5.1.17 through 5.1.20)					$ 12,141.50

GRAND TOTAL GROUP A Through C (Item Nos. 5.1.1 through 5.1.20)	$ 72,773.95

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

Tax: 8.3 %

5.3 **DELIVERY** Offerors states that all orders shall be delivered within 45 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

X YES, I will accept payment under this contract with the Procurement Card.*

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

* P. CARD MAY BE USED TO PAY FOR GOODS AT TIME OF PURCHASE, BUT MAY NOT BE USED TO PAY STATEMENT

Company Name: Border States Electric

1.0 SPECIFICATIONS

1.1 BACKGROUND AND GENERAL REQUIREMENTS

The City of Glendale, Arizona, Engineering Department is requesting bids from qualified vendors for the City's street lighting program. The streetlight luminaires listed on the Price Sheet are samples of items that are required by the City. Vendors shall thoroughly complete the Price Sheet as requested. Vendors may submit bids for any Group, a combination of two Groups, or for all Groups.

Throughout the term of this contract, the City reserves the right to add, revise or make changes to the specifications to best serve the needs of the City.

The brand names, manufacturer's name or product numbers in the Price Sheet are used for purposes of designating the standard of quality, performance, and characteristics needed to meet City requirements and are not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

The resultant contract requires delivery of any items within forty-five (45) days from the date of the purchase order or written notice to proceed from the City. The City reserves the right to purchase any item under the resultant contract from other suppliers if the awarded vendor(s) is unable to meet this requirement.

2.0 SPECIAL INSTRUCTIONS TO OFFERORS

2.1 **RETURN OF OFFER** **One (1) hard copy marked as "original", one (1) copy marked as "Copy" and one (1) flash drive containing all original documents in PDF format.** The original and copy of the proposal shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF OFFER PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

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

2.2.1 OFFER SHEET, Section 4.0
2.2.2 PRICE SHEET, Section 5.0
2.2.3 ADDENDUM, Return all addenda (if applicable).
2.2.4 SPECIFICATIONS, Section 1.0
2.2.5 SPECIAL INSTRUCTIONS TO OFFERORS, Section 2.0
2.2.6 TERMS AND CONDITIONS, Section 3.0

2.3 **EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids.

2.4 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" offers shall be rejected.

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

2.6 **BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

2.7 **ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

2.8 **PROPRIETARY INFORMATION** Offerors shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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

2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Offeror as it deems necessary to establish the competence and financial stability of any Offeror submitting an offer.

2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

2.12 **EVALUATION LITERATURE** Offers submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to

evaluate the product(s) offered. Offers submitted without this product information may be considered as non-responsive and rejected.

2.13 WITHDRAWAL OF OFFER At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the offer by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

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

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

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

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

Please go to: http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm for information and instructions on how to file a protest with the City of Glendale.

2.16 CONFLICT OF INTEREST The Offeror shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

3.0 TERMS AND CONDITIONS

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

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

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

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

3.4 **PRICE** All prices quoted shall be firm and fixed for the specified contract period.

3.5 **DELIVERY** All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.

3.6 **DELIVERY TIME** All deliveries shall be made within **45** days upon receipt of written notification from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.

3.7 TERM OF AGREEMENT The term of this agreement shall be for a one (1) year initial period.

3.8 OPTION TO EXTEND The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.9 PRICE ADJUSTMENTS Price adjustments will only be reviewed during contract renewal.

3.10 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.

3.11 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel may 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) any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

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

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

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

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

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

Type of Insurance (Minimum)	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	$1,000,000
Personal and Advertising	$1,000,000
General Aggregate	$2,000,000
Products-Completed Operations	$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	$1,000,000

Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	$1,000,000
Policy Aggregate	$2,000,000

3.13 **WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

3.14 **EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contactor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.15 **CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

3.15.1 The Contractor provides personnel that do not meet the requirements of the contract.
3.15.2 The Contractor fails to adequately perform the services required in the contract.
3.15.3 The Contractor attempts to impose on the City products and/or services which are of an unacceptable quality.
3.15.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
3.15.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

a. Cancel the contract;
b. Reserve all rights or claims to damage for breach of any convenants of the contract;

c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
   1. Deduction from an unpaid balance;
   2. Any combination of the above or any other remedies as provided by law.

3.16 WARRANTIES Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

3.17 NON-DISCRIMINATION By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to by bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

* 3.16 –

- METAL HALIDE FIXTURES - 1 YEAR WARRANTY ON PARTS ONLY.
- LED FIXTURES - 5 YEAR WARRANTY ON PARTS ONLY.
- ALL LABOR EXCLUDED

BID TABULATION SHEET

FINANCE DEPARTMENT/MATERIALS MANAGEMENT

IFB NAME: STREETLIGHT LUMINAIRES

IFB NO: 15-71

DUE DATE: JULY 27, 2015

CONTRACT ANALYST: Elmer Garcia

Item No.	Est Annual Qty (A)	Unit of Measure	Description	LIGHTING UNLIMITED		WEST-LITE SUPPLY		CRESCENT ELECTRIC SUPPLY CO.		IBA LED, LLC		WESCO DISTRIBUTION		INDEPENDENT ELECTRIC SUPPLY		BORDER STATES ELECTRIC	
				Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)
GROUP A																	
5.1.1	65	EACH	COBRAHEAD LUMINARY, 100W HPS W/PC RECPT, AEL# 115-10S-CA-MT1-R2-FG-LC	$102.60	$6,669.00	$94.70	$6,155.50	$100.37	$6,524.05	No Bid	No Bid	$116.80	$7,592.00	$97.20	$6,318.00	$93.87	$6,101.55
5.1.2	90	EACH	COBRAHEAD LUMINARY, 150W HPS W/PC RECEPT, AEL# 115-15S-CA-MT1-R2-FG-LC-OR	$102.60	$9,234.00	$94.70	$8,523.00	$100.37	$9,033.30	No Bid	No Bid	$116.80	$10,512.00	$97.20	$8,748.00	$93.87	$8,448.30
5.1.3	70	EACH	COBRAHEAD LUMINARY, 250W HPS W/PC RECPT, AEL# 125-25S-CA-MT1-R3-FG-LC	$155.20	$10,864.00	$143.25	$10,027.50	$151.80	$10,626.00	No Bid	No Bid	$164.00	$11,480.00	$147.05	$10,293.50	$143.90	$10,073.00
5.1.4	15	EACH	COBRAHEAD LUMINARY, 400W HPS W/PC RECPT, AEL# 125-40S-CA-MT1-R3-FG-LC	$162.55	$2,438.25	$150.05	$2,250.75	$159.00	$2,385.00	No Bid	No Bid	$170.00	$2,550.00	$154.00	$2,310.00	$152.30	$2,284.50
5.1.5	10	EACH	SHOEBOX LUMINARY, 100W HPS W/PC RECPT, BRONZE, AEL# 53-10S-XH-MT1-R2-FG	$162.25	$1,622.50	$149.76	$1,497.60	$158.70	$1,587.00	No Bid	No Bid	$170.00	$1,700.00	$175.71	$1,757.10	$150.25	$1,502.50
5.1.6	30	EACH	SHOEBOX LUMINARY, 100W HPS W/PC RECPT, BLACK, AEL# 53-10S-XH-MT1-R2-FG-BK	$162.25	$4,867.50	$149.76	$4,492.80	$158.70	$4,761.00	No Bid	No Bid	$170.00	$5,100.00	$174.71	$5,241.30	$150.25	$4,507.50
5.1.7	10	EACH	SHOEBOX LUMINARY, 150W HPS W/PC RECPT, BRONZE, AEL# 53-15S-XN-MT1-R2-FG-HK	$171.75	$1,717.50	$158.54	$1,585.40	$168.00	$1,680.00	No Bid	No Bid	$180.00	$1,800.00	$162.72	$1,627.20	$161.20	$1,612.00
5.1.8	10	EACH	SHOEBOX LUMINARY, 150W HPS W/PC RECPT, BLACK, AEL# 53-15S-XN-MT1-R2-FG-BK-HK	$171.75	$1,717.50	$158.54	$1,585.40	$168.00	$1,680.00	No Bid	No Bid	$180.00	$1,800.00	$162.72	$1,627.20	$161.20	$1,612.00
5.1.9	10	EACH	SHOEBOX LUMINARY, 250W HPS W/PC RECPT, BRONZE, AEL# C-530091	$214.10	$2,141.00	$197.64	$1,976.40	$209.45	$2,094.50	No Bid	No Bid	$215.00	$2,150.00	$202.84	$2,028.40	$159.30	$1,593.00
5.1.10	10	EACH	SHOEBOX LUMINARY, 250W HPS W/PC RECPT, BLACK, AEL# C-530091-BK	$214.10	$2,141.00	$197.64	$1,976.40	$209.45	$2,094.50	No Bid	No Bid	$215.00	$2,150.00	$202.84	$2,028.40	$159.30	$1,593.00
5.1.11	45	EACH	POST-TOP LUMINARY, 100W HPS W/PC RECPT, BLACK, AEL# 247-10S-RN-120-R2-FC	$189.25	$8,516.25	$174.70	$7,861.50	$185.15	$8,331.75	No Bid	No Bid	$192.00	$8,640.00	$179.31	$8,068.95	$179.00	$8,055.00
5.1.12	10	EACH	LUMINARY, 250W METAL HALIDE, SPAULDING PURSE-START, BRONZE, #MY2-A-P25-V3-F-Q-DB-ETOHSF	NA	NA	NA	NA	NA	NA	No Bid	No Bid	NA	NA	NA	NA	NA	NA
Sub-Total (Item 5.1.1 through 5.1.12)					**$51,928.50**		**$47,932.25**		**$50,797.10**		**$0.00**		**$55,474.00**		**$50,048.05**		**$47,382.35**

GROUP B

5.1.13	10	EACH	GE EVOLVE LED LUMINARY ERS1-0-A3-B1-7-40-A-GRAY-R, 60 WATT, 5100 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	No Bid	No Bid	$230.48	$2,304.80	$322.00	$3,220.00	$277.00	$2,770.00	$312.00	$3,120.00	$210.53	$2,105.30	$303.00	$3,030.00
5.1.14	10	EACH	GE EVOLVE LED LUMINARY ERS1-0-C3-C1-7-40-A-GRAY-R, 95 WATT, 8200 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	No Bid	No Bid	$230.48	$2,304.80	$371.00	$3,710.00	$277.00	$2,770.00	$353.00	$3,530.00	$210.53	$2,105.30	$352.00	$3,520.00
5.1.15	10	EACH	GE EVOLVE LED LUMINARY ERS2-0-D3-E1-7-40-A-GRAY-R, 113 WATT 10000 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	No Bid	No Bid	$322.67	$3,226.70	$429.00	$4,290.00	$340.00	$3,400.00	$408.00	$4,080.00	$294.74	$2,947.40	$406.00	$4,060.00
5.1.16	5	EACH	GE EVOLVE LED LUMINARY, ERS2-0-G3-C1-1-40-A- GRAY-R, 257 WATT, 19200 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	No Bid	No Bid	$553.15	$2,765.75	$557.00	$2,785.00	$475.00	$2,375.00	$530.00	$2,650.00	$505.26	$2,526.30	$528.00	$2,640.00
Sub-Total (Items 5.1.13 through 5.1.16)					**$0.00**		**$10,602.05**		**$14,005.00**		**$11,315.00**		**$13,380.00**		**$9,684.30**		**$13,250.00**
					*						*				*		

GROUP C

5.1.17	10	EACH	ACUITY AUTOBAHN LED LUMINARY ATB0 20BLEDE10 MVOLT R2 MP NL P7, 73 WATT, 6414 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$281.10	$2,811.00	$259.47	$2,594.70	$275.00	$2,750.00	$277.00	$2,770.00	$263.00	$2,630.00	$266.31	$2,663.10	$274.90	$2,749.00
5.1.18	10	EACH	ACUITY AUTOBAHN LED LUMINARY, ATBM C MVOLT R2 MP NL P7, 81 WATT, 8827 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$297.50	$2,975.00	$274.59	$2,745.90	$291.00	$2,910.00	$277.00	$2,770.00	$263.00	$2,630.00	$281.82	$2,818.20	$276.00	$2,760.00
5.1.19	10	EACH	ACUITY AUTOBAHN LED LUMINARY, ATBM D MVOLT R3 MP NL P7, 95 WATT, 11534 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$310.80	$3,108.00	$286.89	$2,868.90	$304.00	$3,040.00	$340.00	$3,400.00	$287.00	$2,870.00	$294.44	$2,944.40	$285.40	$2,854.00
5.1.20	5	EACH	ACUITY AUTOBAHN LED LUMINAIRY, ATB2 80BLEDE85 MVOLT R3 MP NL P7, 232 WATT, 21668 LUMENS. INCLUDES A STANDARD 5-YEAR WARRANTY.	$814.75	$4,073.75	$752.08	$3,760.40	$797.00	$3,985.00	$475.00	$2,375.00	$720.00	$3,600.00	$771.87	$3,859.35	$755.70	$3,778.50
Sub-Total (Items 5.1.17 through 5.1.20)					**$12,967.75**		**$11,969.90**		**$12,685.00**		**$11,315.00**		**$11,730.00**		**$12,285.05**		**$12,141.50**
											*						

Grand Total Group A Through C (Items Nos. 5.1.1 through 5.1.20)					**$64,896.25**		**$70,504.20**		**$77,487.10**		**$22,630.00**		**$80,584.00**		**$72,017.40**		**$72,773.85**

***** **Bids submitted were deemed non-responsive.**

AWARD DETERMINATION

Group Awards are recommended to: BORDER STATES ELECTRIC (GROUP A & B) and WESCO DISTRIBUTION (GROUP C)

BORDER STATES ELECTRIC and **WESCO DISTRIBUTION** were determined to be the lowest, responsible and responsive bidders whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids.

File #: 15-819, **Version:** 1

RESOLUTION 5055: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 5145 WEST ORANGEWOOD AVENUE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city-owned streetlight pole within public right-of-way located at 5145 West Orangewood Avenue.

Background

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

Analysis

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.
- Planning has reviewed and approved this site location

Community Benefit/Public Involvement

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

Budget and Financial Impacts

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at $39,000. All revenue shall be deposited into the General Fund.

AGREEMENT ESTIMATE RECAPITULATION

0000 MA GLN SF01501C — **CREATED:** 07/29/15

SRS-TA-GLN-0(239)T — **REVISED:** 11/06/15

MYRTLE AVENUE, 62ND AVENUE T0 66TH DRIVE — **ENGINEER:** Ghalib Mahdi

DESCRIPTION		FHWA CODE	ESTIMATED COST	FEDERAL PARTICIPATION	FEDERAL FUNDS	CITY OF GLENDALE FUNDS		LENGTH IN MILES
					100.00%	100.00%		
ROADWAY		4	333,333	333,333	333,333			0.480
			151,667			151,667		
SUBTOTAL			485,000	333,333	333,333	151,667		0.480
CONSTRUCTION ENGINEERING	14%	17	67,900	46,667	46,667	21,233		
CONSULTANT SERVICES	1%	17	4,850	3,333	3,333	1,517		
CONSTRUCTION CONTINGENCY	5%	4	24,250	16,667	16,667	7,583		
PROJECT TOTAL:			**582,000**	**400,000**	**400,000**	**182,000**		**0.480**

NOTE:

RESOLUTION NO. 5055 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 5145 WEST ORANGEWOOD AVENUE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or designee is authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 5145 West Orangewood Avenue in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

l_verizon_5145 orangewood.doc

CITY CLERK
ORIGINAL

ADOT CAR No IGA/JPA 13-0002426I
AG Contract No P001 2013003061
Project: Sidewalk Improvements
Section: Myrtle Avenue
Federal-aid No.: GLN-0(239)T
ADOT Project No.: SF0150 01C/01D02D
TIP/STIP No.: GLN12-102D; GLN12-102C
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

C-8675
10/22/2013

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date November 5, 2013, 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" or "ADOT") 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 design and construction of Myrtle Avenue realignment, new concrete curb gutter, sidewalks, and driveway approaches ADA accessible ramps, drainage appurtenances, and additional ancillary improvements along Myrtle Avenue from 62nd Avenue to 66th Drive, hereinafter referred to as the "Project" The improvements will connect existing sidewalk/curb and gutter currently installed near the two ends for the Project along with realignment of Myrtle Avenue and necessary drainage, facilities and basins, The Parties will jointly monitor the process of design and the State will advertise, bid and award, and administer the construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval

4 The City in order to obtain federal funds for the design and/or construction 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 scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SF015 02D (scoping/design):

Federal-aid funds @ 94.3% (capped)	**$137,018.00**
City's match @ 5.7%	**$8,282.00**
Design review fee (SF015 01D)*	**$ 60,713.00**
Subtotal – Scoping/Design	**$ 206,013.00**

SF015 01C (construction):

Federal-aid funds @ 100% (capped)	**$ 400,000.00**
City's additional funds @ 100%	**$ 106,410.00**
Subtotal – Construction (State administered)**	**$ 506,410.00**
Summary:	
Total Estimated City Funds	**$ 175,405.00**
Total Federal Funds	**$ 537,018.00**
TOTAL Project Cost	**$ 712,423.00**

* (Included in the City Estimated Funds)
** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final bid amount 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 State's design review fee, currently estimated at **$60,713.00** and the City's estimated share of the Project design costs, currently estimated at **$8,282.00**. Once the Project design costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs

c. Upon receipt of the design review fee and the City's estimated share of the Project design costs, currently estimated at **$68,995.00** on behalf and with consent of the City, contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design and post-

design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, and incorporate the City's comments as applicable Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement Issue the rights-of-way clearance after review of the Consultant's right of way submittal.

d Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping/design. Request the maximum programmed federal funds for the scoping/design of this Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

e. Upon notification by the City and the Consultant of the completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs currently estimated at **$106,410.00.** Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. Deobligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f Upon receipt of the local match and any contribution toward construction, 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

g. Upon authorization by FHWA and with the aid and consent of the City and the FHWA, administer the Project and proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project

h. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate and to turn over full responsibility of the Project improvements to the City De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 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 performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's design review fee, currently estimated at **$60,713.00** and the City's estimated share of the Project design costs, currently estimated at **$8,282.00** Be responsible for any difference between the estimated and actual design review costs.

c. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the project Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

d. Monitor, and as required, be involved with all rights-of-way activities and functions performed by the Consultant, including, but not specifically limited to, rights-of-way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management as applicable.

e. 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.

f. Upon completion of design and within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, remit to the State, the City's share of funds for the construction costs of the Project currently estimated at **$106,410.00.** Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

g. 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

h. 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 and lawful steps to remove or prevent any such encroachment or use.

i. 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, granting the State , its agents and/or contractors temporary construction easements or temporary rights-of-entry as required to accomplish among other things, soil and foundation investigations.

j. 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 attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

k. Upon completion of the Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide perpetual and proper maintenance of the Project. Upon completion of construction, be responsible for the electrical power and water necessary to maintain the Project.

l. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award 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 State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if 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.

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 costs and/or damage incurred by any of the above and from any other 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 work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of federal aid received

4 The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5 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.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

9. 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".

10. 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

11. 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.

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended

14. 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: Tom Kaczmarowski, P.E.
5850 W. Glendale Avenue
Glendale, Arizona 85301
(623) 930-3640
(623) 930-2861 Fax

With copies to:

City of Glendale
Attn: City Manager's Office
5850 W Glendale
Glendale, Arizona 85301

City of Glendale
Attn: Finance Department
5850 W Glendale Ave
Glendale, Arizona 85301

City of Glendale
Attn: Glendale Transportation Services
5800 W Glenn Drive
Suite 315
Glendale, Arizona 85301

City of Glendale
Attn: Engineering Department
5850 W Glendale Ave.
Glendale, Arizona 85301

City of Glendale
Attn: City Attorney's Office
5850 W. Glendale Ave.
Suite 450
Glendale, Arizona 85301

15 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

By _____
BRENDA S. FISCHER
City Manager

ATTEST:

By _____
PAMELA HANNA
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

IGA/JPA 13-0002426-I

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 23rd day of October, 2013

City Attorney

THOMAS C. HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. P0012013003061 **(ADOT IGA/JPA 13-0002426-I)**, an Agreement between public agencies, the State of Arizona and City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: November 5, 2013

THOMAS C. HORNE
Attorney General

Susan Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:rl:#3599126
Attachment

COMMUNICATIONS SITE LICENSE AGREEMENT FOR VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS, IN CITY OF GLENDALE RIGHT-OF-WAY

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way ("Agreement") is executed to be effective this ___day of _____, 2016 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless ("Licensee").

RECITALS

A. The City is the owner of certain right-of-way located in the City ("Licensed Area"), as more particularly described in the attached Exhibit A.

B. Licensee desires to install, maintain and operate a "small cell" wireless communications facility ("Small Cell") in the City's right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee's Small Cell facilities as shown in Exhibit A (collectively, the "Facilities").

C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 5145 West Orangewood, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to

the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.

B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.

C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.

D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of $3,368.00 for one (1) street light attachment, including ground equipment with a "footprint" of up to fifty (50) cubic feet, for Licensee's Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof ("Pole Attachment Fee").

B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.

C. The "Commencement Date" shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.

D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City's Community Development Fee Schedule.

F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.

B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City's prior

written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.

D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.

E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.

F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.

G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.

H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the

Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):

i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;

ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes

and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;

iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;

v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;

vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;

vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and

viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;

iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;

iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;

v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;

vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;

vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;

viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;

x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and

xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.

B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent

in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

12. ASSIGNMENT.

A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.

B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars ($2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.

B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:

i) Any Rent, including Base Rent, or other sum in default;

ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and

iii) Any expense, loss, or damage that City may suffer because of Licensee's default.

C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

A. The Licensee shall upon request provide to the City:

i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;

ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses

from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:

i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.

ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.

iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.

B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.

C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.

D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or

charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

A. This Agreement may be terminated for any of the following reasons:

i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.

ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.

iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.

iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this

Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:

i) Commercial general liability insurance in the minimum amount of $2,000,000 combined single limit per occurrence for bodily injury and property damage, $5,000,000 aggregate.

ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.

B. Insurance shall:

i) Be from a company rated at least A- by AM Best;

ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;

iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and

iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.

C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers,

employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:

i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.

ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.

iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.

iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.

v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post- termination removal operations.

21. NOTICE.

A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Project Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.

C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.

B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.

C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are

already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.

C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures on the following pages.]

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona municipal corporation

_____

Richard A. Bowers
Acting City Manager

ATTEST:

_____

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____

Michael D. Bailey
City Attorney

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

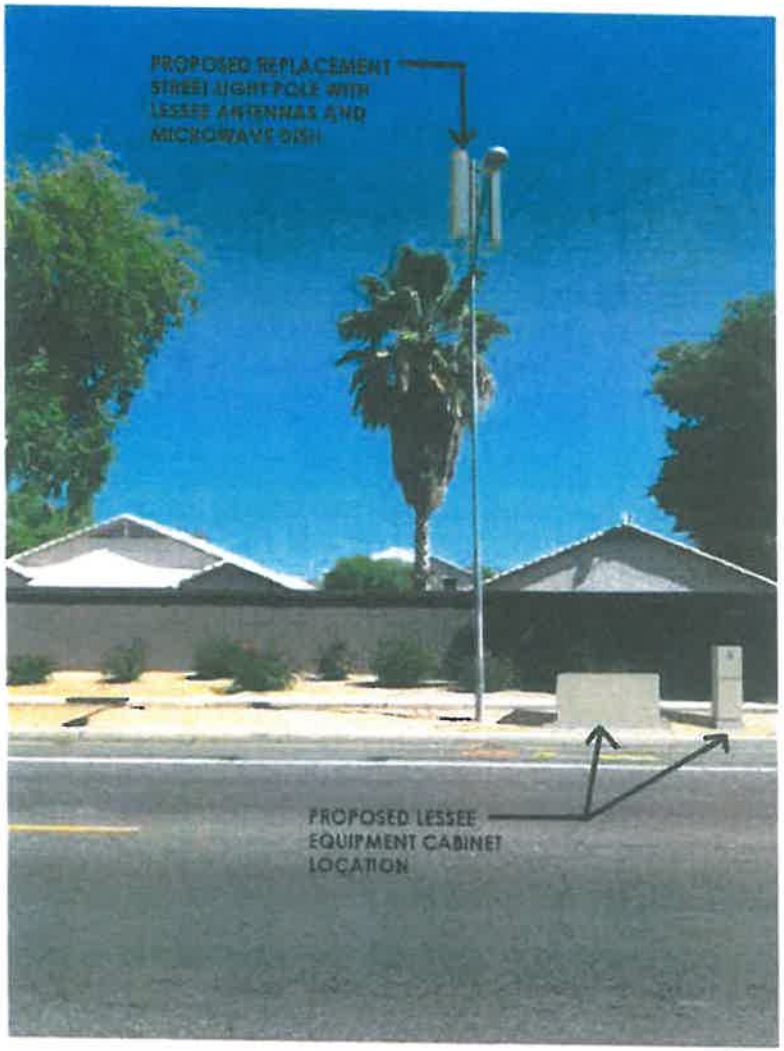
By: _____

Clifton Casey
Its: Executive Director - Network
Date: 03-Nov-15

EXHIBIT A

(see attached)

EXISTING
(View Looking North)



PROPOSED
(View Looking North)

RLS
RELIANT LAND SERVICES
7201 E. CAMELBACK RD, SUITE 310, SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH: (602) 453-0030 FAX: (602) 453-0002

SITE INFORMATION

PROJECT NUMBER:	PHO_MELVIN_SC
PROJECT NAME:	PHO_MELVIN_SC
PROJECT ADDRESS:	5145 W ORAGEWOOD AVE GLENDALE, AZ 85301

verizon wireless

verizon wireless

SITE NAME: PHO_MELVIN-SCHOOL_SC

(SMALL CELL)

SITE PHOTO

- T-1 PROJECT INFORMATION AND DATA
- 2-1 SITE PLAN

CLIENT

VERIZON WIRELESS

PROPERTY OWNER

CITY OF GLENDALE

SITE ACQUISITION

ARCHITECT

YOUNG DESIGN CORP

CONTACT: MATT YOUNG

SURVEYOR

TEMPE, AZ

PROJECT DATA

JURISDICTION: CITY OF GLENDALE

PROJECT DESCRIPTION

SITE COORDINATES

SITE DIRECTIONS

VICINITY MAP

CLIENT

verizon wireless

125 W. GEMINI DR.
TEMPE, AZ 85283

PLANS PREPARED BY

young design corp

PROJECT INFORMATION

PHO_MELVIN-SCHOOL_SC

5145 W. ORANGEWOOD AVE
GLENDALE, AZ

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

SURVEYOR'S NOTES

1 ALL TITLE EXCEPTIONS BASED UPON A COMMITMENT FOR TITLE INSURANCE PROVIDED BY FIDELITY NATIONAL TITLE AGENCY, ORDER NO. [illegible] EFFECTIVE DATE [illegible], 2015

2 SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE

3 THE LAND BY [illegible] HEREON IS PLOTTED FROM RECORD DESCRIPTION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY

4 *SURVEYOR'S NOTE* IT IS THE RESPONSIBILITY OF THE CONTRACTOR, TITLE AND UTILITY COMPANIES TO NOTIFY BLUE STAKE AND ANY OTHER PRIVATE UTILITY AGENCIES TO LOCATE ALL UTILITIES PRIOR TO EXCAVATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR FOR ANY DAMAGE OR RELOCATION AND/OR REPLACEMENT OF THE RESPECTIVE UTILITY COMPANY

SCHEDULE B EXCEPTIONS

4 A MAP REPORTED TO SHOW [illegible] AS PROPERTY RECORDED [illegible]

9 A MAP PURPORTED TO SHOW [illegible] AS PROPERTY RECORDED [illegible]

PROJECT DATA

1 [illegible] ARE REFERENCED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) [illegible] ARE BASED ON GPS OBSERVATIONS AND ARE REFERENCED TO [illegible] ORDER "B" OR BETTER STATIONS PUBLISHED BY [illegible]

2 BEARINGS ARE [illegible] AND ARE BASED UPON [illegible] RADIO OCCUPATION OF [illegible] STATE PLANE COORDINATE SYSTEM, [illegible] ZONE, ELEVATIONS ARE BASED ON [illegible] DATUM OF 1988 (NAVD 88)

LESSOR'S LEGAL DESCRIPTION

CITY OF GLENDALE RIGHT OF [illegible]

LICENSED [illegible]

LIGHT POLE DETAIL

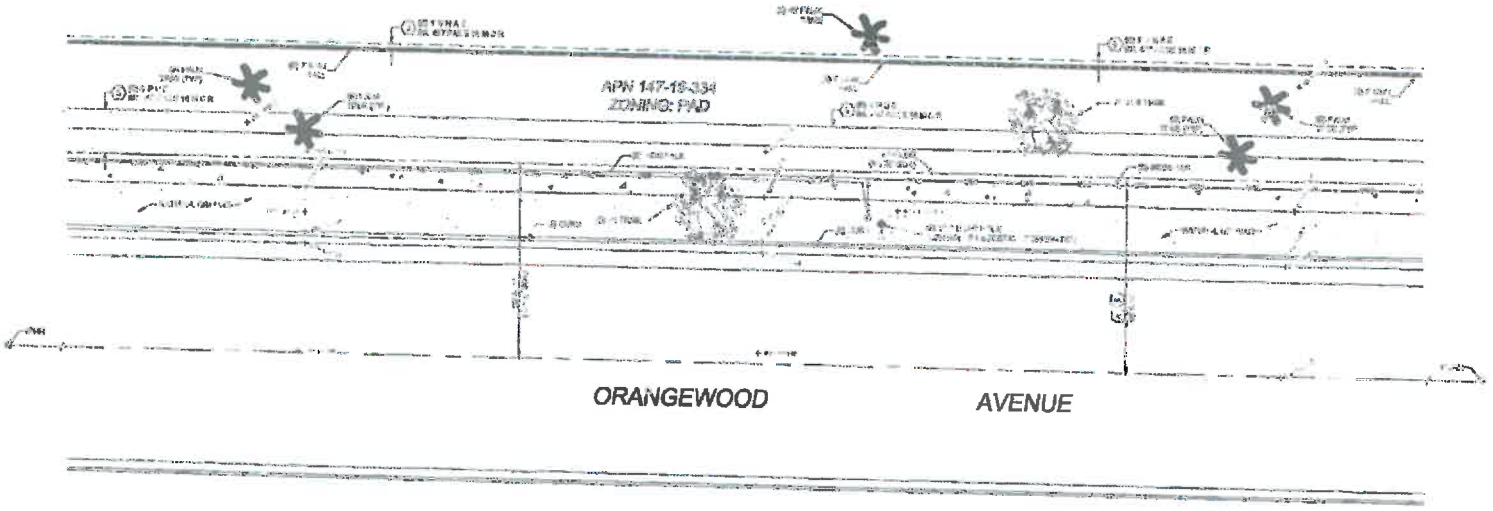
POSITION OF SURVEYING COORDINATE

LATITUDE [illegible] NORTH (NAD 83)
LONGITUDE [illegible] WEST (NAD 83)
ELEVATION @ GROUND = [illegible] (NAVD 88)

LEGEND

NG	NATURAL GRADE
RC	RACE OF CURB
R/W	RIGHT OF WAY
PL	PROPERTY
CL	CENTER LINE
CMU	CONCRETE MASONRY UNIT
C	CORP. METER
	GAS METER
	PAINTED STRIPING
	STREET LIGHT
	SITE TYPICAL PUBLIC
	ELECTRIC
	IRRIGATION CONTROL
	POSITION OF SURVEYING COORDINATE
	BF LINE
	CENTERLINE
	EXISTING LINE
	LIGHT LINE

10° 41'
MAGNETIC
DECLINATION



GRAPHIC SCALE

0 5 10 20 40

(IN FEET)
1 INCH = [illegible] FT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

young design corp

FIELD BY:	[illegible]
DRAWN BY:	[illegible]
CHECKED BY:	[illegible]

REVISIONS

NO.	DATE	DESCRIPTION
3	07.08.15	TITLE REVIEW ADD
2	06.12.15	REVISION
1	01.30.15	PRELIMINARY
NO.	DATE	DESCRIPTION

rlf

PROJECT NO.
09006812

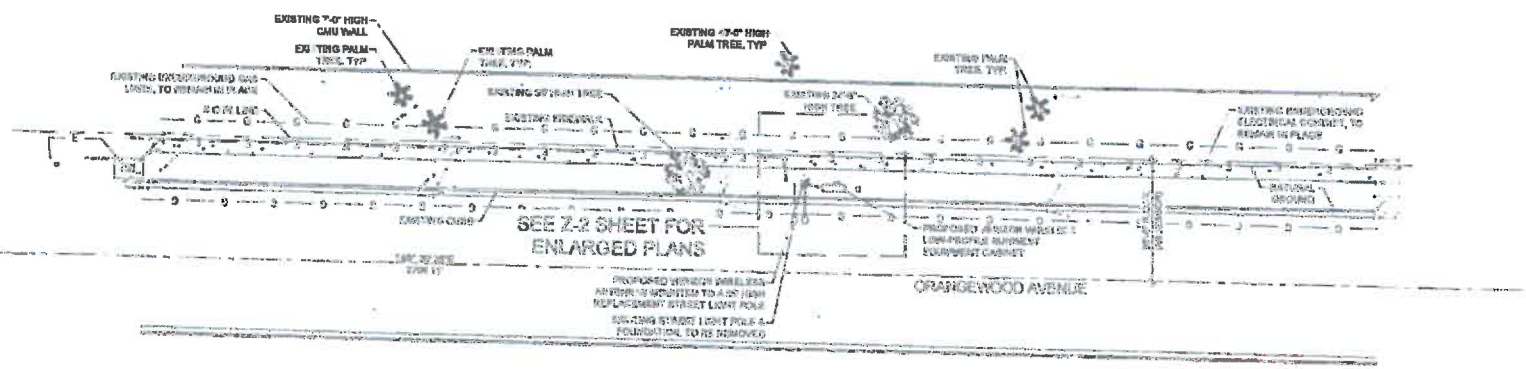
SITE NAME
PHO_MELVIN-SCHOOL_3C

SITE ADDRESS
5145 W. ORANGEWOOD AVE.
GLENDALE, AZ 85301

SHEET TITLE
SITE SURVEY

SHEET NO. LS-1

REVISION



SITE PLAN

SCALE: 1/16" = 1'-0"

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

PLANS PREPARED BY

young design corp

architecture / project management

0	8/13/2015

ARCHITECT'S JOB NO.

YDC-6331

PROJECT INFORMATION

PHO_MELVIN-SCHOOL_SC

5135 W. ORANGEWOOD AVE.
GLENDALE, AZ 85301

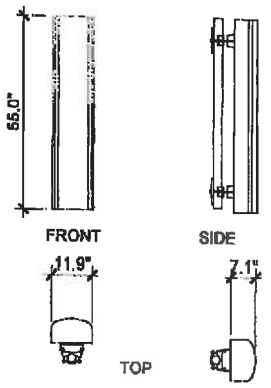
SHEET TITLE

OVERALL SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER

Z-1



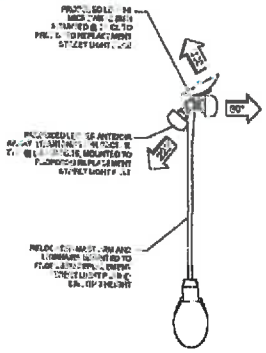
ANTENNA DETAIL 4

COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	90°	± 41'-0"	4	1/2"	T.B.D.
BETA	210°	± 41'-0"	4	1/2"	T.B.D.
MW	330°	± 41'-0"	1	1/2"	EW

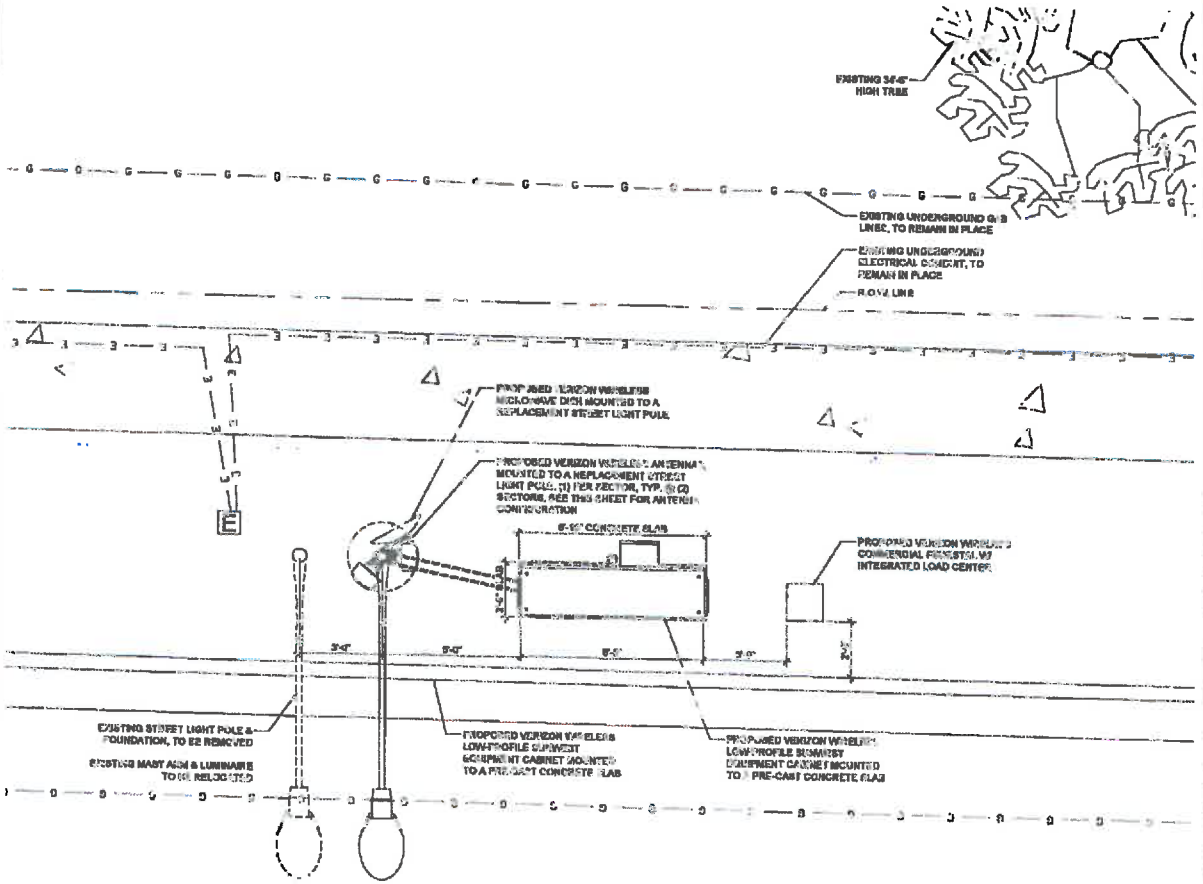
NOTE:
ALL AZIMUTHS SHOWN ARE RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE.

*IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR TO INSTALLING ANTENNAS

COAX CABLE INFORMATION 3



NEW ANTENNA CONFIGURATION 2



NORTH

1 / Z-2 ENLARGED LESSEE PLAN

SCALE: 1/2" = 1'-0"

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

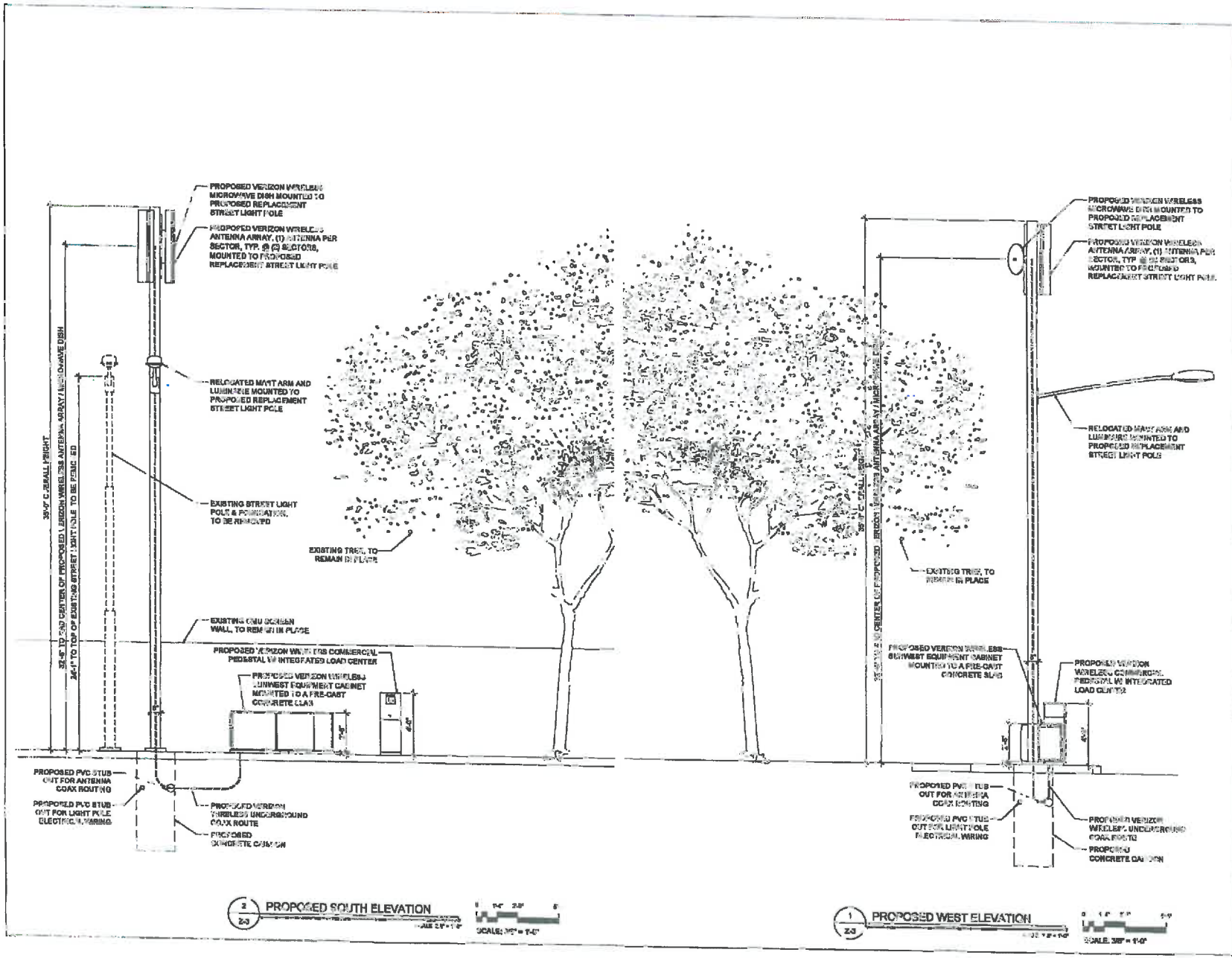
design corp

9 9/13/2015

PHO_MELVIN-SCHOOL_SC

ENLARGED SITE PLAN
SITE DETAILS

Z-2



verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

PLANS PREPARED BY
young design corp
architecture / project management

0	2/13/2010	INITIAL

ARCHITECTS JOB NO.
YDC-[illegible]

PROJECT INFORMATION
PHO_MELVIN-SCHOOL_SC
[illegible] GRANDEVIEW AVE
GLENDALE, AZ [illegible]

SHEET TITLE
ELEVATIONS

SHEET NUMBER
Z-3

STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE AGREEMENTS

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$3,368
51-200	$3,368	$6,271	$9,639
201-300	$3,368	$9,390	$12,758
301-400	$3,368	$12,493	$15,861
401 or more	$3,368	$15,649	$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$3,564
51-200	$3,564	$6,271	$9,835
201-300	$3,564	$9,390	$12,954
301-400	$3,564	$12,493	$16,057
401 or more	$3,564	$15,649	$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$4,810
51-200	$4,810	$6,271	$11,081
201-300	$4,810	$9,390	$14,200
301-400	$4,810	$12,493	$17,303
401 or more	$4,810	$15,649	$20,459

File #: 15-820, **Version:** 1

RESOLUTION 5056: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7771 NORTH 49TH AVENUE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city-owned streetlight pole within public right-of-way located at 7771 North 49th Avenue.

Background

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

Analysis

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.
- Planning has reviewed and approved this site location

Community Benefit/Public Involvement

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

Budget and Financial Impacts

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at $39,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5055 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 5145 WEST ORANGEWOOD AVENUE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or designee is authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 5145 West Orangewood Avenue in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

l_verizon_5145 orangewood.doc

RESOLUTION NO. 5056 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN THE CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 7771 NORTH 49TH AVENUE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or designee is authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 7771 North 49th avenue in Glendale, Arizona with Verizon wireless. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

l_verizon_7771 49th.doc

COMMUNICATIONS SITE LICENSE AGREEMENT FOR VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS, IN CITY OF GLENDALE RIGHT-OF-WAY

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way ("Agreement") is executed to be effective this ___day of _____, 2016 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless ("Licensee").

RECITALS

A. The City is the owner of certain right-of-way located in the City ("Licensed Area"), as more particularly described in the attached Exhibit A.

B. Licensee desires to install, maintain and operate a "small cell" wireless communications facility ("Small Cell") in the City's right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee's Small Cell facilities as shown in Exhibit A (collectively, the "Facilities").

C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 7771 North 49th Avenue, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to

the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.

B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.

C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.

D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of $3,368.00 for one (1) street light attachment, including ground equipment with a "footprint" of up to fifty (50) cubic feet, for Licensee's Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof ("Pole Attachment Fee").

B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.

C. The "Commencement Date" shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.

D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City's Community Development Fee Schedule.

F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.

B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City's prior

written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.

D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.

E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.

F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.

G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.

H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the

Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):

i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;

ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes

and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;

iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;

v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;

vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;

vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and

viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;

iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;

iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;

v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;

vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;

vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;

viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;

x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and

xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.

B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent

in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

12. ASSIGNMENT.

A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.

B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars ($2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.

B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:

i) Any Rent, including Base Rent, or other sum in default;

ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and

iii) Any expense, loss, or damage that City may suffer because of Licensee's default.

C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

A. The Licensee shall upon request provide to the City:

i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;

ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses

from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:

i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.

ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.

iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.

B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.

C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.

D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or

charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

A. This Agreement may be terminated for any of the following reasons:

i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.

ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.

iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.

iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this

Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:

i) Commercial general liability insurance in the minimum amount of $2,000,000 combined single limit per occurrence for bodily injury and property damage, $5,000,000 aggregate.

ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.

B. Insurance shall:

i) Be from a company rated at least A- by AM Best;

ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;

iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and

iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.

C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers,

employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:

i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.

ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.

iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.

iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.

v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post- termination removal operations.

21. NOTICE.

A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Project Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.

C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.

B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.

C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are

already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.

C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures on the following pages.]

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

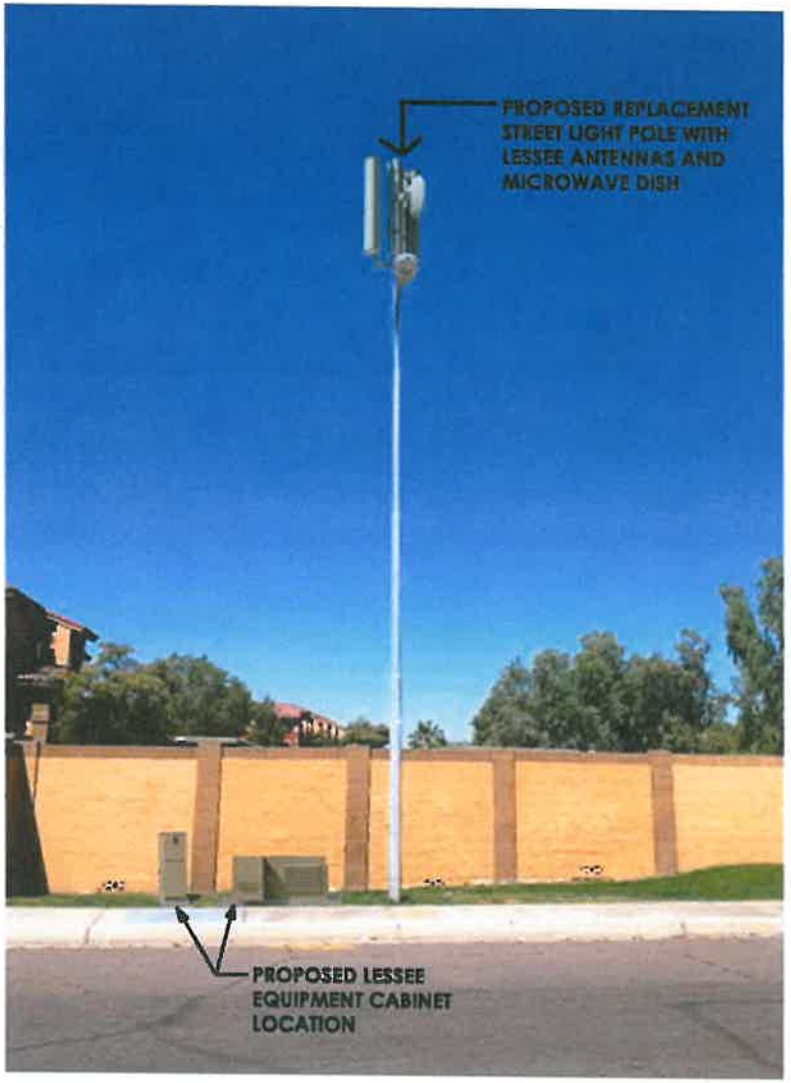
Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____
Clifton Casey
Its: Executive Director - Network
Date: 21-Oct-15

EXHIBIT A

(see attached)

EXISTING
(View Looking West)



PROPOSED
(View Looking West)

RLS
RELIANT LAND SERVICES
7331 E. CAMELBACK RD. SUITE 210 SCOTTSDALE, AZ 85251
WWW.RLSAZ.COM PH: (602) 453-0050 FAX: (602) 453-0002

SITE INFORMATION

PROJECT NUMBER:	PHO_MELVIN_2_SC
PROJECT NAME:	PHO_MELVIN_2_SC
PROJECT ADDRESS:	7771 N. 49TH AVENUE GLENDALE, AZ 85301

verizonwireless

verizon wireless

SITE NAME: PHO__MELVIN-SCHOOL__2__SC
(SMALL CELL)

SITE PHOTO

SHEET INDEX

T-1	PROJECT INFORMATION/VICINITY DATA
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

CLIENT

VERIZON WIRELESS
[illegible]
TEMPE, ARIZONA [illegible]
CONTACT TERRY [illegible]
PHONE [illegible]

PROPERTY OWNER

CITY OF GLENDALE
[illegible]
GLENDALE, AZ [illegible]
CONTACT MARK [illegible]
PHONE [illegible]

SITE ACQUISITION

[illegible]

ARCHITECT

[illegible]

SURVEYOR

[illegible]

PROJECT DATA

[illegible]

PROJECT DESCRIPTION

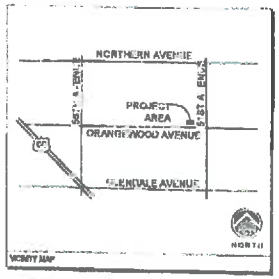
[illegible]

SITE COORDINATES

[illegible]

SITE DIRECTIONS

[illegible]



VICINITY MAP

CLIENT

verizon wireless
128 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW | DATE
CONSTRUCTION SIGNATURE
[illegible]
FACILITIES SIGNATURE
REAL ESTATE SIGNATURE

PLANS PREPARED BY

young design corp
architecture / project management
[illegible], Mesa, Arizona, AZ 85258
[illegible]
e-mail: corporal@ydcoffice.com

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NO.	DATE	DESCRIPTION
0	[illegible]	SUBMITTAL
1	[illegible]	REVISION

ARCHITECTS JOB NO.
YDC-6340

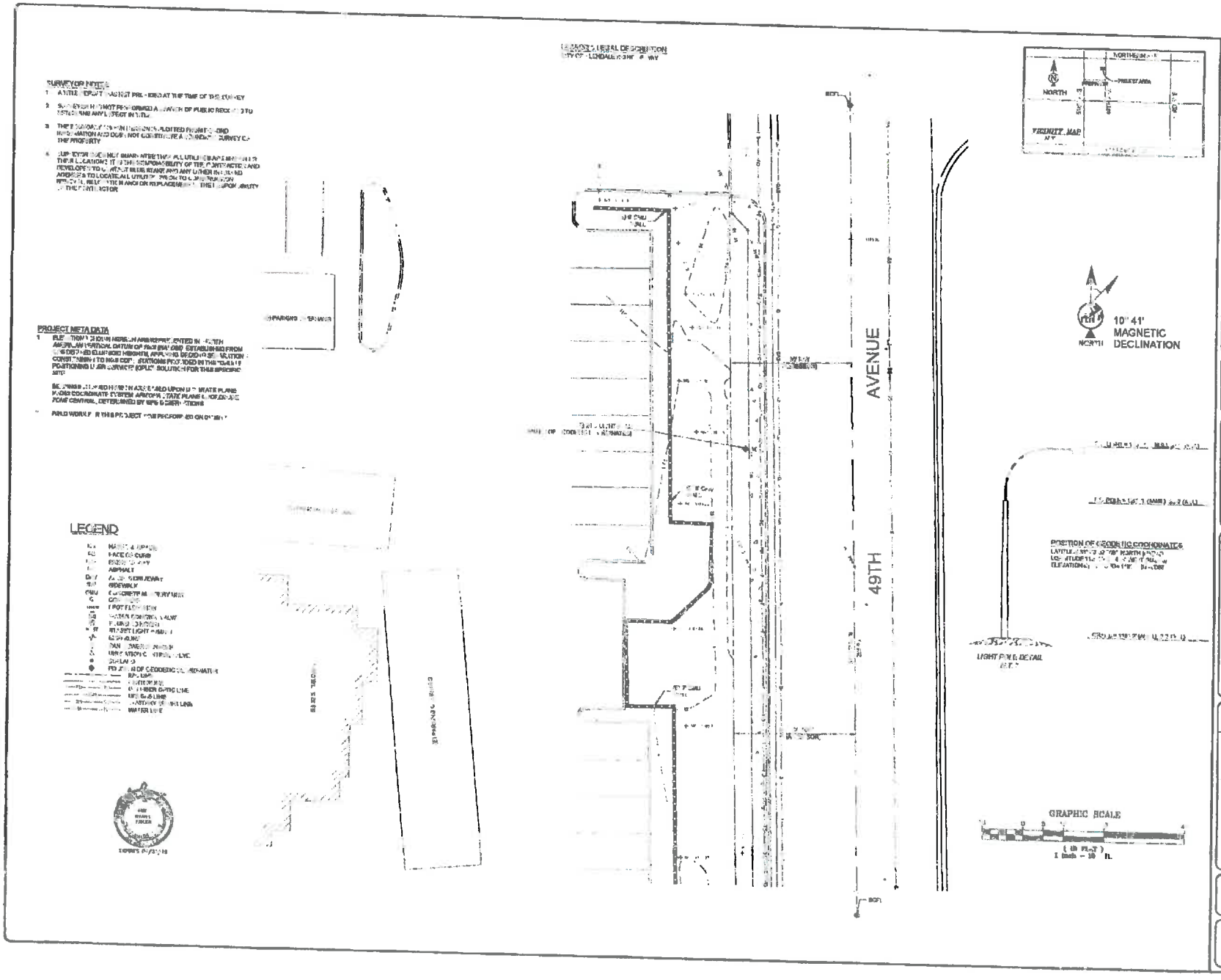
PROJECT INFORMATION

PHO_MELVIN-SCHOOL_2_SC
7771 N. 49TH AVENUE
GLENDALE, AZ 85301

SHEET TITLE
TITLE SHEET

JURISDICTION APPROVAL

SHEET NUMBER
T-1



verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9625
e-mail: vp@ydcoffice.com

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FIELD BY:	JMM
DRAWN BY:	JT/JMM
CHECKED BY	AFJ

REVISIONS

NO	DATE	DESCRIPTION
1	05/01/15	PRELIMINARY

rlf Consulting, llc

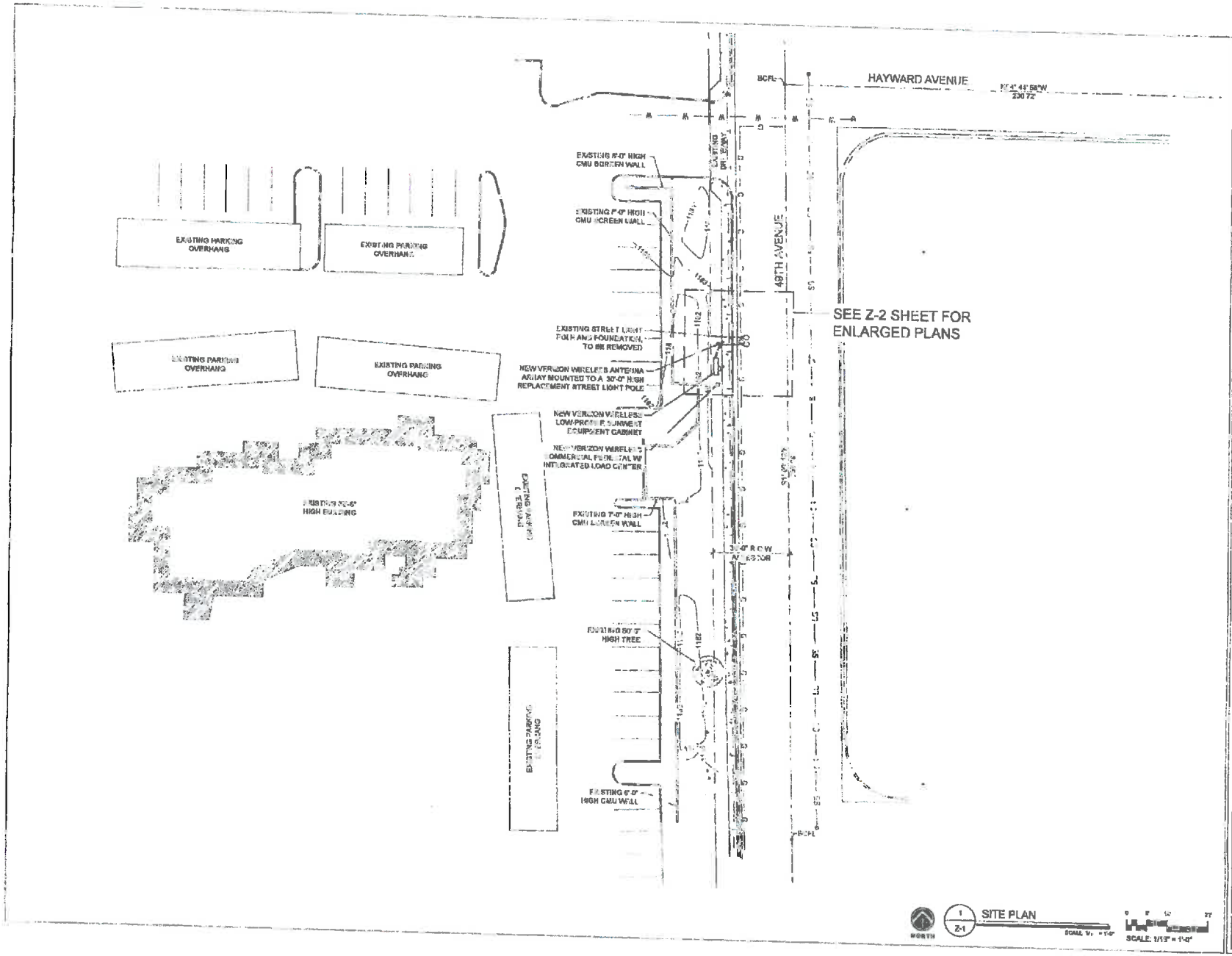
PROJECT No.
08006813

SITE NAME
PHO_MELVIN SCHOOL_2_SC

SITE ADDRESS
49TH AVE AND HAYWARD AVE
GLENDALE, AZ 85301

SHEET TITLE
SITE SURVEY

SHEET NO	REVISION:
LS-1	



verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

SITE MANAGEMENT	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY
young design corp
architecture / project management
[illegible] Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9698
e-mail: [illegible]@[illegible]

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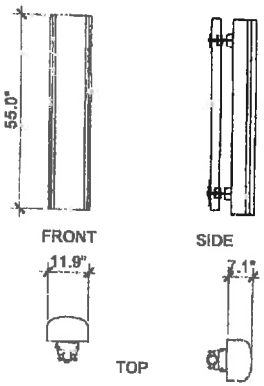
NO.	DATE	DESCRIPTION
0	8/04/2015	SUBMITTAL
1	9/[illegible]/2015	REVISION

ARCHITECT JOB NO.
YDC-0340

PROJECT INFORMATION
PHO_MELVIN-SCHOOL_2_SC
7771 N. 49TH AVENUE
GLENDALE, AZ 85301

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
Z-1



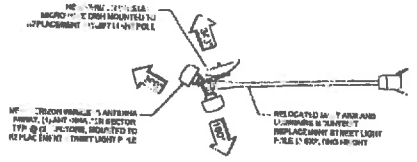
ANTENNA DETAIL 4

COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	160°	± 42'-0"	4	1/2"	T.B.D.
BETA	300°	± 42'-0"	4	1/2"	T.B.D.
MW	340°	± 32'-0"	1	1/2"	E55

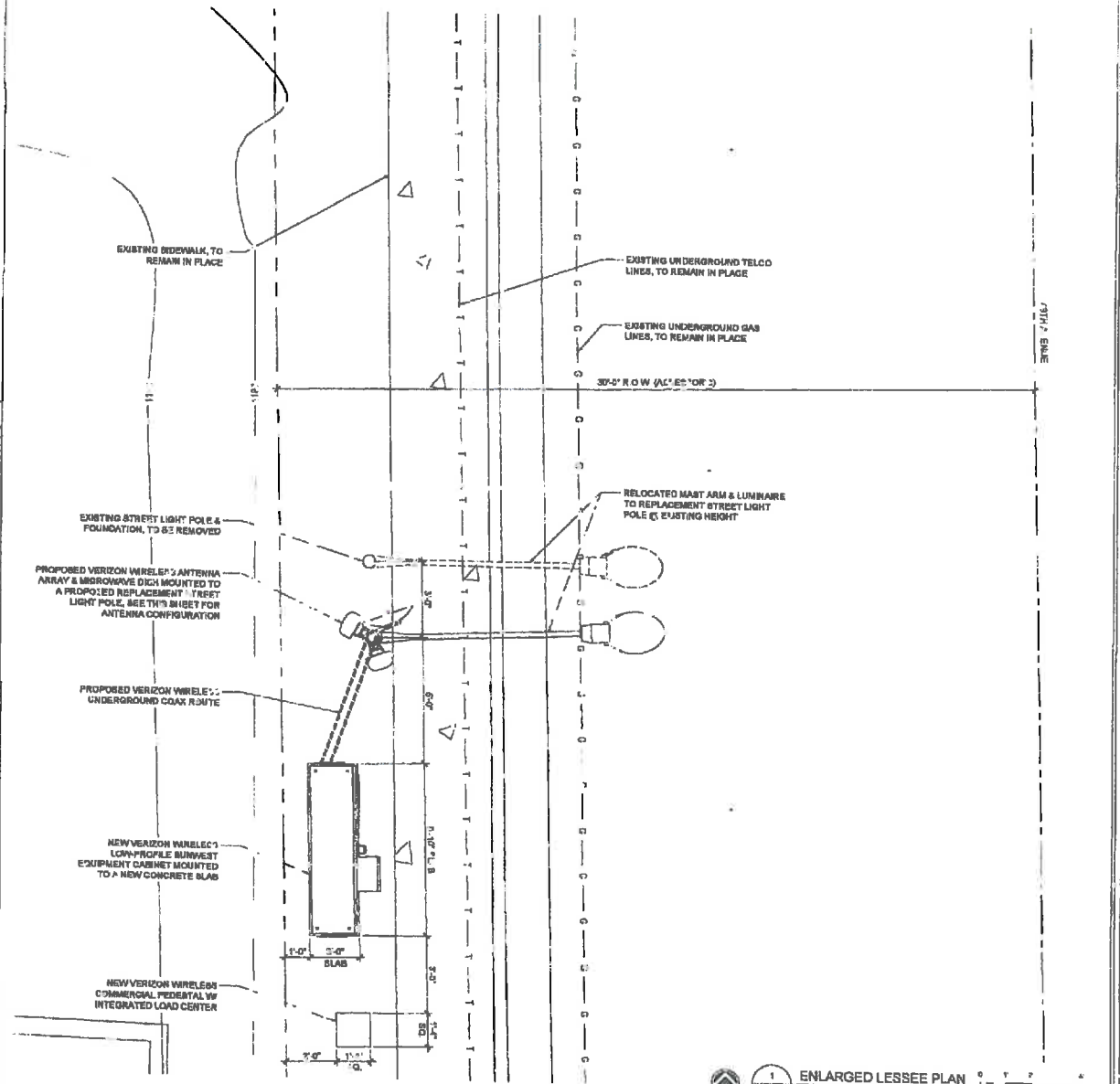
NOTE
ALL AZIMUTHS SHOWN ARE RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE

IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR TO INSTALLING ANTENNAS.

COAX CABLE INFORMATION 3



NEW ANTENNA CONFIGURATION 2



CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

young design corp
architecture / project management
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e-mail: [illegible]@youngdesign.com

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NO.	DATE	DESCRIPTION
0	8/04/2016	INITIAL
1	9/22/2016	REVISION

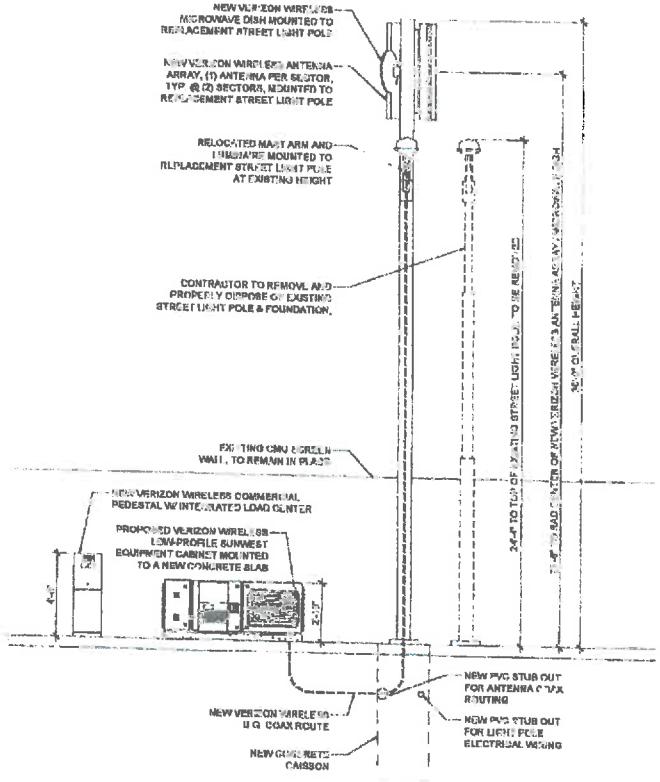
ARCHITECTS JOB NO.
YDC-8340

PROJECT INFORMATION
PHO_MELVIN-SCHOOL_2_SC
7771 N. 49TH AVENUE
GLENDALE, AZ 85301

SHEET TITLE
ENLARGED SITE PLAN
SITE DETAILS

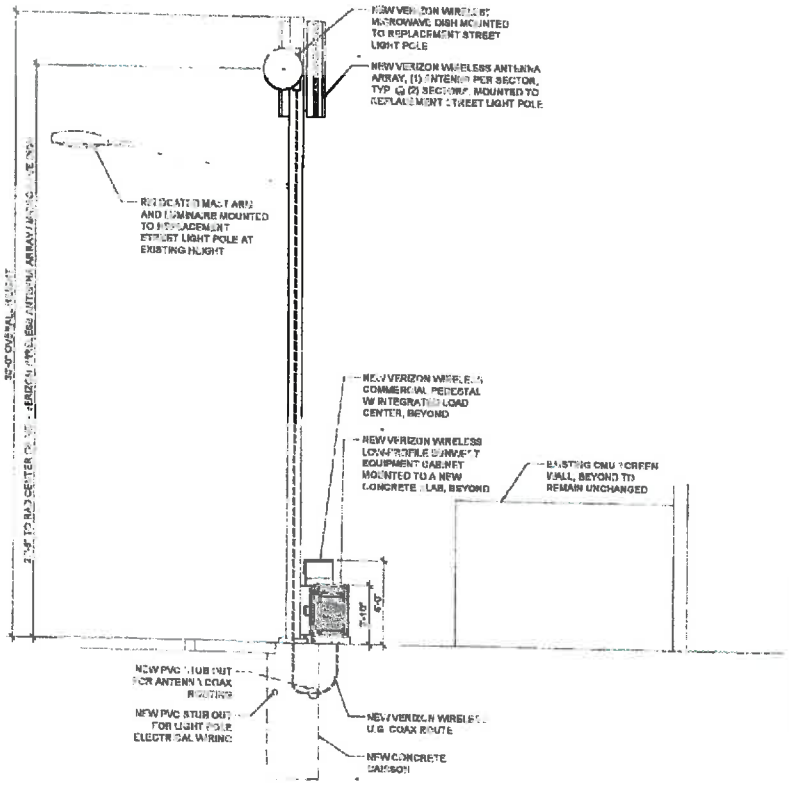
JURISDICTION APPROVAL

SHEET NUMBER
Z-2



2 / Z-3 PROPOSED EAST ELEVATION

SCALE: 3/8" = 1'-0"



1 / Z-3 PROPOSED NORTH ELEVATION

SCALE: 3/8" = 1'-0"

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

CONSTRUCTION	
FACILITIES	
REAL ESTATE	

PLANS PREPARED BY

young design corp

architecture / project management
11 245 E. Ind. Blvd., Suite Inlet, AZ 85758
ph. 480 451 [illegible] fax 480 451 [illegible]
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NO.	DATE	DESCRIPTION
0	8/24/2015	CONSULTAL
1	[illegible]	[illegible]

PROJECTS JOB NO.

YDC-8340

PROJECT INFORMATION

PHO_MELVIN-SCHOOL_2_SC

7771 N. 49TH AVENUE
GLENDALE, AZ 85301

SHEET TITLE

ELEVATIONS

JURISDICTION [illegible]

SHEET NUMBER

Z-3

STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE AGREEMENTS

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$3,368
51-200	$3,368	$6,271	$9,639
201-300	$3,368	$9,390	$12,758
301-400	$3,368	$12,493	$15,861
401 or more	$3,368	$15,649	$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$3,564
51-200	$3,564	$6,271	$9,835
201-300	$3,564	$9,390	$12,954
301-400	$3,564	$12,493	$16,057
401 or more	$3,564	$15,649	$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$4,810
51-200	$4,810	$6,271	$11,081
201-300	$4,810	$9,390	$14,200
301-400	$4,810	$12,493	$17,303
401 or more	$4,810	$15,649	$20,459

File #: 15-821, **Version:** 1

RESOLUTION 5057: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7100 WEST HILLCREST BOULEVARD

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city-owned streetlight pole within public right-of-way located at 7100 West Hillcrest Boulevard.

Background

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

Analysis

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.
- Planning has reviewed and approved this site location

Community Benefit/Public Involvement

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

Budget and Financial Impacts

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at $39,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5056 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN THE CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 7771 NORTH 49TH AVENUE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or designee is authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 7771 North 49th avenue in Glendale, Arizona with Verizon wireless. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

l_verizon_7771 49th.doc

RESOLUTION NO. 5057 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 7100 WEST HILLCREST BOULEVARD IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or designee is authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 7100 West Hillcrest Boulevard in Glendale, Arizona with Verizon Wireless. Said License Agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

l_verizon_71 hillcrest.doc

COMMUNICATIONS SITE LICENSE AGREEMENT FOR VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS, IN CITY OF GLENDALE RIGHT-OF-WAY

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way ("Agreement") is executed to be effective this ____ day of _____, 2016 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless ("Licensee").

RECITALS

A. The City is the owner of certain right-of-way located in the City ("Licensed Area"), as more particularly described in the attached Exhibit A.

B. Licensee desires to install, maintain and operate a "small cell" wireless communications facility ("Small Cell") in the City's right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee's Small Cell facilities as shown in Exhibit A (collectively, the "Facilities").

C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 7100 W. Hillcrest Blvd., or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to the Licensed Area free and clear of any liens or mortgages, except those disclosed

to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.

B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.

C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.

D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of $3,368.00 for one (1) street light attachment, including ground equipment with a "footprint" of up to fifty (50) cubic feet, for Licensee's Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof ("Pole Attachment Fee").

B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.

C. The "Commencement Date" shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.

D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City's Community Development Fee Schedule.

F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.

B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City's prior written approval. Licensee shall repair any damage or alteration to the City's

property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.

D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.

E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.

F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.

G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.

H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):

i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;

ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;

iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;

v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 et seq., regarding underground facilities, and submit proof of participation to the Property Manager upon request;

vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;

vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and

viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's

Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;

iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;

iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;

v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;

vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;

vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;

viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;

x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and

xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.

B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall,

within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

12. ASSIGNMENT.

A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.

B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars ($2,000.00). City shall hold the

Security Deposit as security for the performance of the Licensee's obligations under this Agreement.

B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:

i) Any Rent, including Base Rent, or other sum in default;

ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and

iii) Any expense, loss, or damage that City may suffer because of Licensee's default.

C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

A. The Licensee shall upon request provide to the City:

i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 et seq., or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;

ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 et seq., the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:

i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.

ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.

iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.

B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.

C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.

D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

A. This Agreement may be terminated for any of the following reasons:

i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.

ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.

iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.

iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:

i) Commercial general liability insurance in the minimum amount of $2,000,000 combined single limit per occurrence for bodily injury and property damage, $5,000,000 aggregate.

ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.

B. Insurance shall:

i) Be from a company rated at least A- by AM Best;

ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;

iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and

iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.

C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers, employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:

i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.

ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.

iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.

iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.

v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post- termination removal operations.

21. NOTICE.

A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Project Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate
Site: PHO Grace Church SC 1

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.

C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to

recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.

B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.

C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware

of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.

C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against

whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

[*Signatures on the following pages*.]

EXECUTED to be effective on the date specified above.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael Bailey
City Attorney

LICENSEE:

Verizon Wireless (VAW) LLC,
a Delaware limited liability company,
d\b\a Verizon Wireless

By: _____
Name: Clifton Casey
Its: Executive Director - Network
Date: 01-Dec-11

EXHIBIT A

(see attached)

verizon wireless

SITE NAME: PHO_GRACE-CHURCH_SC
(SMALL CELL)

SITE PHOTO

SHEET INDEX

- T-1 PROJECT INFORMATION AND DATA
- LS-1 BOUNDARY DETAILS
- LS-2 SITE SURVEY
- A-1 SITE PLAN
- A-2 ENLARGED SITE PLAN
- A-3 ELEVATIONS

CLIENT

VERIZON WIRELESS
126 W. GEMINI DR.
TEMPE, ARIZONA, 85283
CONTACT: TERRY SKULA
PHONE: T.B.D.

PROPERTY OWNER

CITY OF GLENDALE
5850 W. GLENDALE AVENUE
GLENDALE, AZ, 85301
CONTACT: MARK GIBSON
PHONE: (623) 930-2000

SITE ACQUISITION

SOLUTIONS COMMUNICATIONS CORP.
8205 E. MINGET ROAD
SCOTTSDALE, AZ, 85284
CONTACT: JOHN DELUCA
PHONE: (602) 399-2400

ARCHITECT

YOUNG DESIGN CORP.
10245 E. VIA LINDA, SUITE 211
SCOTTSDALE, ARIZONA, 85258
CONTACT: MATT YOUNG
PHONE: (480) 451-9609
FAX: (480) 451-9608

SURVEYOR

RLF CONSULTING
1214 N. STADEM DR.
TEMPE, AZ, 85281
CONTACT: RYAN FIDLER
PHONE: (480) 445-9100

PROJECT DATA

LEASEE:	VERIZON WIRELESS 126 W. GEMINI DR. TEMPE, ARIZONA, 85283
ZONING:	200-86-114E
APN:	PAD
JURISDICTION:	CITY OF GLENDALE
BUILDING CODES:	2012 I.B.C. 2011 N.E.C. 2012 I.M.C. 2009 I.F.C.

PROJECT DESCRIPTION

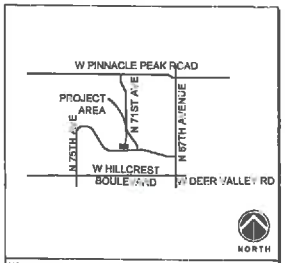
THE PROJECT CONSISTS OF THE INSTALLATION OF (2) ANTENNAS & (1) MICROWAVE DISH ON A REPLACEMENT PARKING LOT LIGHT POLE AND THE INSTALLATION OF AN ADJACENT GROUND MOUNTED EQUIPMENT CABINET. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

SITE COORDINATES

LATITUDE	33° 41' 08.055" N
LONGITUDE	111° 12' 42.0[illegible]
GROUND ELEVATION	1301.4' A.M.S.L.

SITE DIRECTIONS

FROM VERIZON OFFICE IN TEMPE, ARIZONA: DEPART W. GEMINI DR TOWARD S. MAPLE AVE. TURN RIGHT ONTO S. MAPLE AVE. TURN LEFT ONTO S. GUADALUPE RD. ROAD NAME CHANGES TO E. GUADALUPE RD. TURN LEFT ONTO S. RUSSEL RD. TAKE RAMP RIGHT FOR US-60 EAST TOWARD MESA / GLOBE. AT EXIT 1788, TAKE RAMP RIGHT AND FOLLOW SIGNS FOR AZ-101 LOOP NORTH. ROAD NAME CHANGES TO AZ-101 W LOOP. AT EXIT 18, TAKE RAMP RIGHT FOR W. BEARDSLEY RD TOWARD 67TH AVE. TURN RIGHT ONTO N. 67TH AVE. TURN LEFT ONTO W. DEER VALLEY RD. TURN RIGHT ONTO N. 71ST AVE. THE VERIZON ANTENNAS WILL BE LOCATED ON A STREET LIGHT POLE ON THE NORTH SIDE OF W. HILLCREST BLVD. JUST WEST OF N. 71ST AVE.



VICINITY MAP

CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

SEAL

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PRELIMINARY FOR REVIEW ONLY

NO.	DATE	DESCRIPTION
0	10/06/2015	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6398

PROJECT INFORMATION

PHO_GRACE-CHURCH_SC
71ST AVE & HILLCREST BLVD.
GLENDALE, AZ 85310

SHEET TITLE
TITLE SHEET

JURISDICTION APPROVAL

SHEET NUMBER
T-1

SURVEYOR NOTES:

1. A TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY GREAT AMERICAN TITLE AGENCY, ORDER NO. 21502885 EFFECTIVE DATE 06/26/2015.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY INFORMATION IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LESSOR'S LEGAL DESCRIPTION

PARCEL NO. 1:

THAT PART OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THE BASIS FOR THE BEARINGS USED IN THIS DESCRIPTION ARE FROM THE AMENDED MAP OF DEDICATION FOR HILLCREST RANCH (PHASE I-III) AS RECORDED IN BOOK 348, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA.

FROM THE SOUTH QUARTER CORNER OF THE SAID SECTION 13 MEASURE THENCE NORTH 00° 12' 21" EAST ALONG THE NORTH-SOUTH MID-SECTION LINE OF THE SAID SECTION 13 A DISTANCE OF 1350.13 FEET; THENCE SOUTH 89° 59' 39" WEST 55.00 FEET; THENCE NORTH 00° 12' 21" WEST 30.00 FEET TO THE POINT OF BEGINNING THIS POINT BEING ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS POINT BEARING SOUTH 00° 12' 21" EAST 25.00 FEET, THENCE WESTERLY 50.73 FEET ALONG THE ARC OF THIS CURVE THROUGH 09° 56' 00" OF CENTRAL ANGLE, THENCE NORTH 10° 44' 00" EAST 274.00 FEET, THENCE EAST 30.04 FEET TO A POINT ON A CURVE NON-TANGENT TO THE SOUTH AND HAVING A RADIUS POINT BEARING SOUTH 41° 48' 17" EAST 80.00 FEET, THENCE EASTERLY 148.15 FEET ALONG THE ARC OF THIS CURVE THROUGH 94° 16' 47" OF CENTRAL ANGLE, THENCE SOUTH 37° 27' 32" EAST 210.00 FEET; THENCE NORTH 52° 32' 28" EAST 98.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED 71ST AVENUE AS SHOWN ON THE S-40 MAP OF DEDICATION, THENCE ALONG THE PROPOSED RIGHT-OF-WAY LINE OF 71ST AVENUE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF HILLCREST BOULEVARD TO THE POINT OF BEGINNING AS FOLLOWS:

SOUTH 37° 27' 32" EAST 19.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING SOUTH 52° 32' 28" WEST 50.00 FEET, THENCE SOUTHERLY 39.27 FEET ALONG THE ARC OF THIS CURVE THROUGH 45° 00' 00" OF CENTRAL ANGLE TO A POINT OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING SOUTH 06° 32' 28" WEST 10.00 FEET, THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF THIS CURVE THROUGH 180° 00' 00" OF CENTRAL ANGLE TO A POINT ON THE SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLCREST BOULEVARD, THENCE SOUTH 37° 27' 32" EAST ALONG THE SAID RIGHT-OF-WAY LINE A DISTANCE OF 50.08 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2

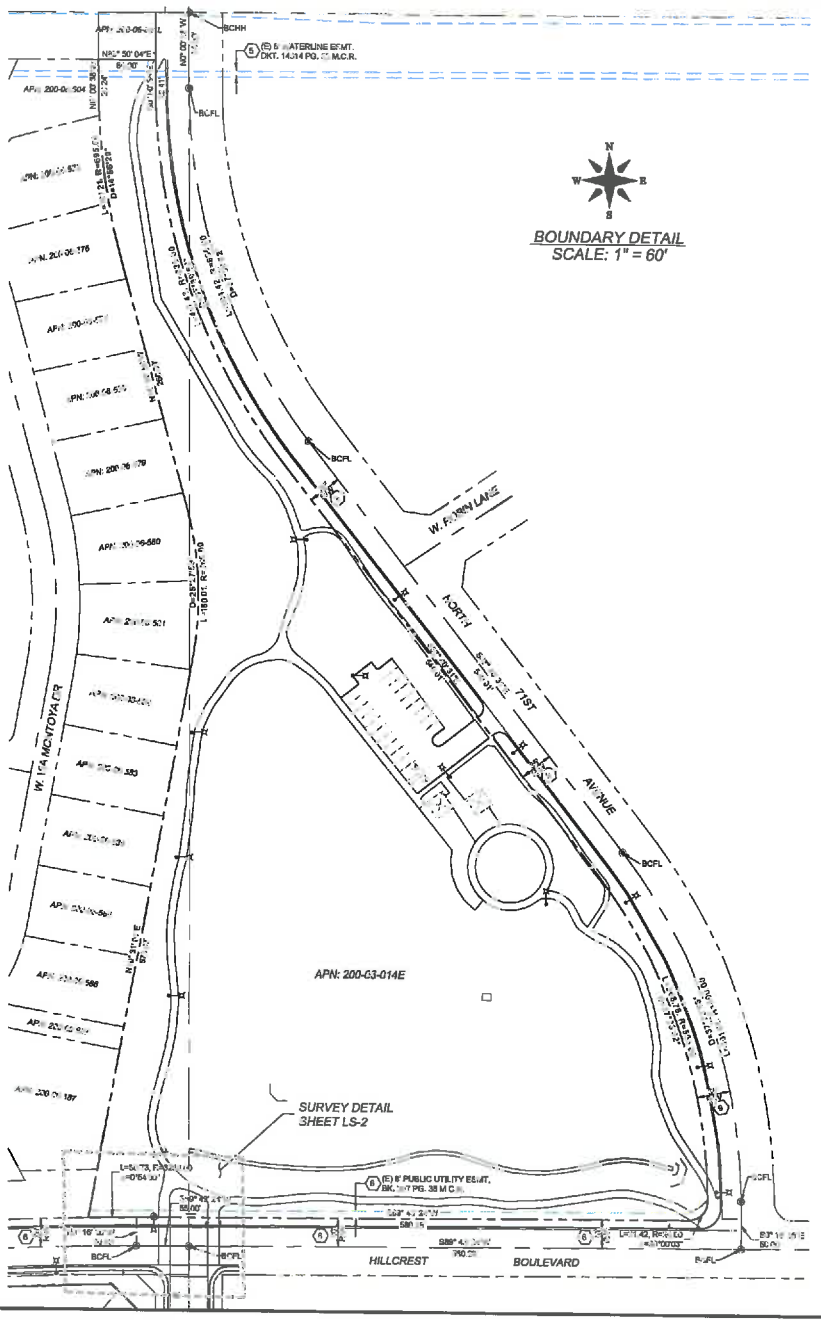
THAT PART OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THE BASIS FOR THE BEARINGS USED IN THIS DESCRIPTION ARE FROM THE AMENDED MAP OF DEDICATION FOR HILLCREST RANCH (PHASE I-III) AS RECORDED IN BOOK 348, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA.

FROM THE SOUTH QUARTER CORNER OF THE SAID SECTION 13, MEASURE THENCE NORTH 00° 12' 21" EAST ALONG THE NORTH-SOUTH MID-SECTION LINE OF THE SAID SECTION 13, A DISTANCE OF 1350.13 FEET; THENCE SOUTH 89° 59' 39" WEST 55.00 FEET; THENCE NORTH 00° 12' 21" WEST 30.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS POINT BEARING SOUTH 00° 12' 21" EAST 33.00 FEET, THENCE EASTERLY 50.14 FEET ALONG THE ARC OF THE CURVE THROUGH 87° 03' 27" OF CENTRAL ANGLE, THENCE NORTH 10° 47' 00" EAST 57.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 10° 44' 00" EAST 331.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING NORTH 79° 15' 00" WEST 180.00 FEET; THENCE NORTHERLY 160.01 FEET ALONG THE ARC OF THIS CURVE THROUGH 50° 55' 00" OF CENTRAL ANGLE, THENCE NORTH 34° 44' 00" WEST 204.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING NORTH 55° 16' 00" EAST 645.00 FEET; THENCE NORTHERLY 181.13 FEET ALONG THE ARC OF THIS CURVE THROUGH 16° 05' 31" OF CENTRAL ANGLE, THENCE NORTH 00° 12' 21" EAST 29.24 FEET, THENCE SOUTH 89° 59' 39" EAST 64.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED 71ST AVENUE AS SHOWN AND DELINEATED ON THE SAID MAP OF DEDICATION, THENCE ALONG THE SAID RIGHT-OF-WAY LINE AS FOLLOWS: SOUTH 00° 12' 21" WEST 29.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING SOUTH 89° 47' 39" EAST 645.00 FEET; THENCE SOUTHERLY 417.48 FEET ALONG THE ARC OF THIS CURVE THROUGH 37° 05' 30" OF CENTRAL ANGLE, THENCE SOUTH 37° 27' 32" EAST 440.01 FEET; THENCE LEAVING THE SAID RIGHT-OF-WAY LINE SOUTH 52° 32' 28" WEST 98.00 FEET, THENCE NORTH 37° 27' 32" WEST 210.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING SOUTH 52° 32' 28" WEST 80.00 FEET; THENCE WESTERLY 148.15 FEET ALONG THE ARC OF THIS CURVE THROUGH 94° 16' 47" OF CENTRAL ANGLE, THENCE WEST 30.04 FEET TO THE POINT OF BEGINNING.

SCHEDULE B EXCEPTIONS

4. ALL MATTERS AS SET FORTH IN AGREEMENT OF EASEMENT FOR USE OF WELL AND CONSTRUCTION OF PIPELINE RECORDED IN DOCKET 5276, PAGE 570 OF OFFICIAL RECORDS (HEREAFTER QUIT CLAIMED RELOCATED AND MODIFIED OF OFFICIAL RECORDS THEREAFTER AMENDMENT AND MODIFICATION AGREEMENT RECORDED AS NO. ____ OF OFFICIAL RECORDS AND ABANDONED-DOES NOT AFFECT SUBJECT PARCEL)
5. AN EASEMENT FOR INGRESS AND EGRESS, ELECTRICAL UTILITIES AND IRRIGATION AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN DOCKET 14314, PAGE 03 OF OFFICIAL RECORDS (REFERENCE 4
6. ALL MATTERS AS SET FORTH IN MAP OF DEDICATION RECORDED AS BOOK 397 OF MAPS, PAGE 32, RECORDED IN BOOK 315 OF MAPS, PAGE 09 AND RELORDED IN BOOK 348 OF MAPS, PAGE 34 OF OFFICIAL RECORDS (REFERENCED)
7. THE EFFECT OF DECLARATION OF DEDICATION OF PUBLIC RIGHT-OF-WAY RECORDED AS 2004-0172830 OF OFFICIAL RECORDS
11. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, LIABILITIES AND OBLIGATIONS IN THE DOCUMENT RECORDED IN 84-005388, ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED IN 84-005391, ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED IN 93-621859, FIRST AMENDMENT RECORDED IN 94-0234444, NOTICE RECORDED AS 2004-0405156 OF OFFICIAL RECORDS, AND AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES (BLANKET IN NATURE) PARCEL LIES WITHIN EXHIBIT "A" THEREIN)



BOUNDARY DETAIL
SCALE: 1" = 60'

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TEMPE, AZ 85283

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ph: 480 451 9609 fax: 480 451 9605
e mail: corp@ydoffice.com

FIELD BY:	JMH
DRAWN BY:	KSW
CHECKED BY:	RJF

REVISIONS

NO.	DATE	DESCRIPTION
2	07/13/15	TITLE REVIEW-ABM
1	07/08/15	PRELIMINARY

RLF CONSULTING

PRELIMINARY
EXPIRES: 01/31/16

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PROJECT No.
09006825

SITE NAME:
PHO_GRACE-CHURCH_SC

SITE ADDRESS:
71ST AVE & HILLCREST BLVD
GLENDALE, AZ 85310

SHEET TITLE:
BOUNDARY DETAIL

SHEET NO.	REVISION
LS-1	

SCHEDULE B EXCEPTIONS

4. ALL MATTERS AS SET FORTH IN AGREEMENT OF EASEMENT FOR USE OF LAND AND CONSTRUCTION OF PIPELINE RECORDED AS DOCKET 7249, PAGE 560 OF OFFICIAL RECORDS; THEREAFTER QUIT CLAIM DEED RECORDED AS 84-0149610 OF OFFICIAL RECORDS THEREAFTER AGREEMENT AND DECLARATION AGREEMENT RECORDED AS 94-0410634 OF OFFICIAL RECORDS (UNDOCUMENTED - DOES NOT AFFECT SUBJECT PARCEL)

5. AN EASEMENT FOR INGRESS AND EGRESS, ELECTRICAL UTILITIES AND IRRIGATION AND ALL OTHER MATTERS AS SET FORTH THEREIN, AS RECORDED IN DOCKET 14314, PAGES 63 OF OFFICIAL RECORDS (REFERENCED)

6. ALL MATTERS AS SET FORTH IN MAP OF DEDICATION RECORDED IN BOOK 337 OF MAPS, PAGE 38, RECORDED IN BOOK 349 OF MAPS, PAGE 34 AND RECORDED IN BOOK 350 OF MAPS, PAGE 46 OF OFFICIAL RECORDS (REFERENCED)

6. THE EFFECT OF DEFORMATION OF DEDICATION OF PUBLIC RIGHT-OF-WAY RECORDED AS 2008-0912332 OF OFFICIAL RECORDS.

11. EASEMENTS, CONDITIONS, RESTRICTIONS, EASEMENTS, LIABILITIES AND OBLIGATIONS IN THE DOCUMENT RECORDED IN 80-0010005, ASSIGNMENT OF DECLARANTS' RIGHTS RECORDED IN 94-0195401, ASSIGNMENT OF DECLARANTS' RIGHTS RECORDED IN 98-0210978, FIRST AMENDMENT RECORDED IN 94-0195402 AND NOTICE RECORDED AS 2004-0930855 OF OFFICIAL RECORDS AND AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(c), OF THE UNITED STATES CODES. BLANKET IN NATURE (PARCEL UNE WITHIN EXHIBIT "A" THEREIN)

PROJECT META DATA

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS. APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.

2. BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM, ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 02/09/15.

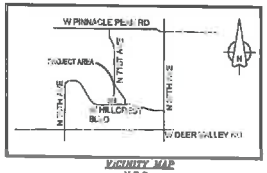
SURVEYOR NOTES:

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE AGENCY, ORDER NO.: 21512885 EFFECTIVE DATE: 01/27/2015.

2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.

3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.



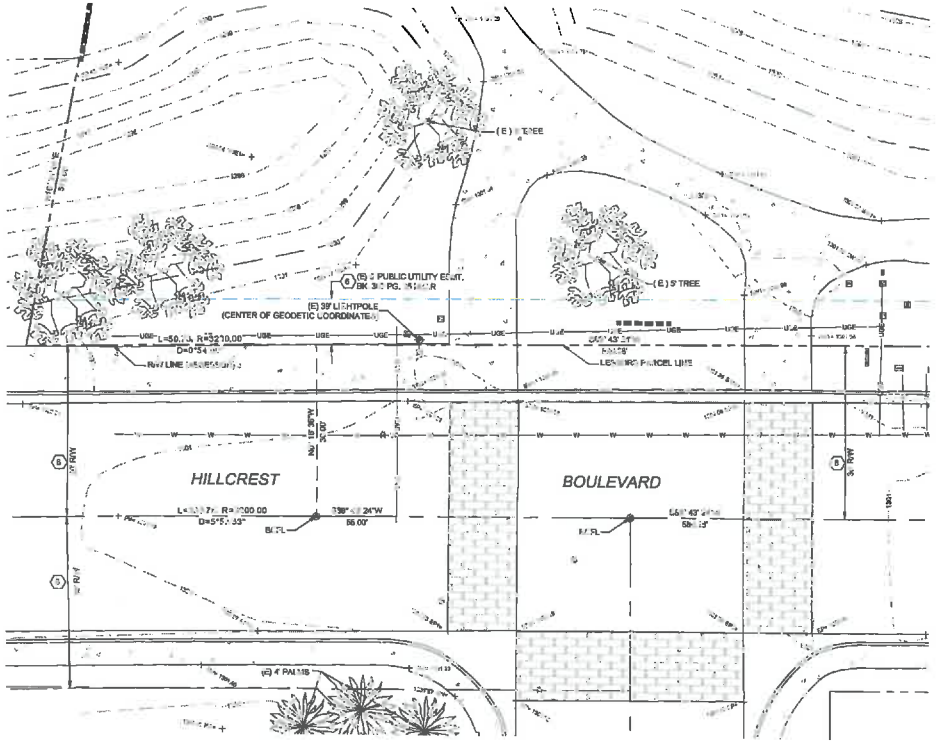
VICINITY MAP
N.T.S.

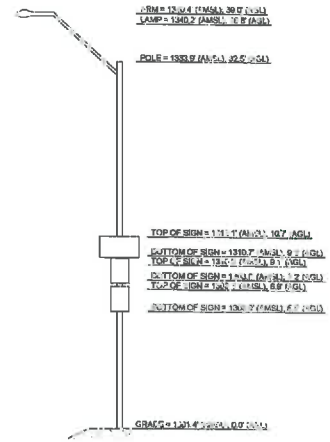
POSITION OF GEODETIC COORDINATES

LATITUDE 33° 41' 00.63" NORTH (NAD83)
LONGITUDE 112° 12' 42.87" WEST (NAD83)
ELEVATION @ GROUND = 1314' (NAVD88)

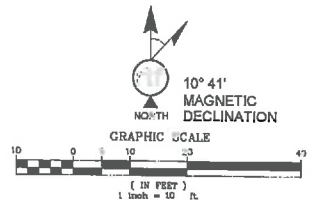
LEGEND

- PK NAIL/NAIL
- ALUMINUM CAP IN HANDHOLE
- BRASS CAP FLUSH
- BRASS CAP IN HANDHOLE
- CONTROL POINT
- NG NATURAL GRADE
- TOB BACK OF CURB
- RW RIGHT OF WAY
- PV ASPHALT
- DW ACCESS DRIVEWAY
- TOP TOP OF SLOPE
- TOE TOE OF SLOPE
- SB SETBACK
- CO CONCRETE
- MCR MARICOPA COUNTY RECORDER
- SPOT SPOT ELEVATION
- FS FINISHED SURFACE
- EL ELEVATION
- VG VALLEY GUTTER
- GV GAS VALVE
- ELECTRIC MANHOLE
- ELECTRICAL PULL BOX
- ELECTRIC METER
- ELECTRIC EQUIPMENT
- ELECTRIC PEDESTAL
- ELECTRICAL TRANSFORMER
- SANITARY SEWER MANHOLE
- POWER POLE
- SUNSET LIGHT MOUNT ARM
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- BACKFLOW PREVENTER
- IRRIGATION CONTROL VALVE
- PALM TREE
- TREE
- BUSH
- SIGN
- HANDICAP
- BIKE LANE
- SCHEDULE B TRIANGLE
- SCHEDULE B HEX
- POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- PROPERTY LINE (OTHER)
- RIGHT-OF-WAY LINE
- MONUMENT LINE
- CENTERLINE
- EASEMENT LINE
- LEASE LINE
- CHAIN LINK FENCE
- WOOD OR IRON FENCE
- WIRE OR BARBED WIRE FENCE
- OHE OVERHEAD ELECTRIC LINE
- UGE UG ELECTRIC LINE
- UGT UG TELECOMMUNICATION LINE
- UGT UNDERGROUND TV LINE
- UGF UG FIBER OPTIC LINE
- GAS UG GAS LINE
- SS SANITARY SEWER LINE
- STORM STORM SEWER LINE
- W WATER LINE





EXISTING LIGHT POLE DETAIL
N.T.S.



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e-mail: corp@yungoffice.com

FIELD BY:	JMM
DRAWN BY:	MW
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
2	10/12/15	TITLE REVIEW-ABM
1	07/06/15	PRELIMINARY

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LAND SURVEYING • SUBDIVISIONS
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WWW.RLFCONSULTING.COM

PRELIMINARY
EXPIRES 03/31/16

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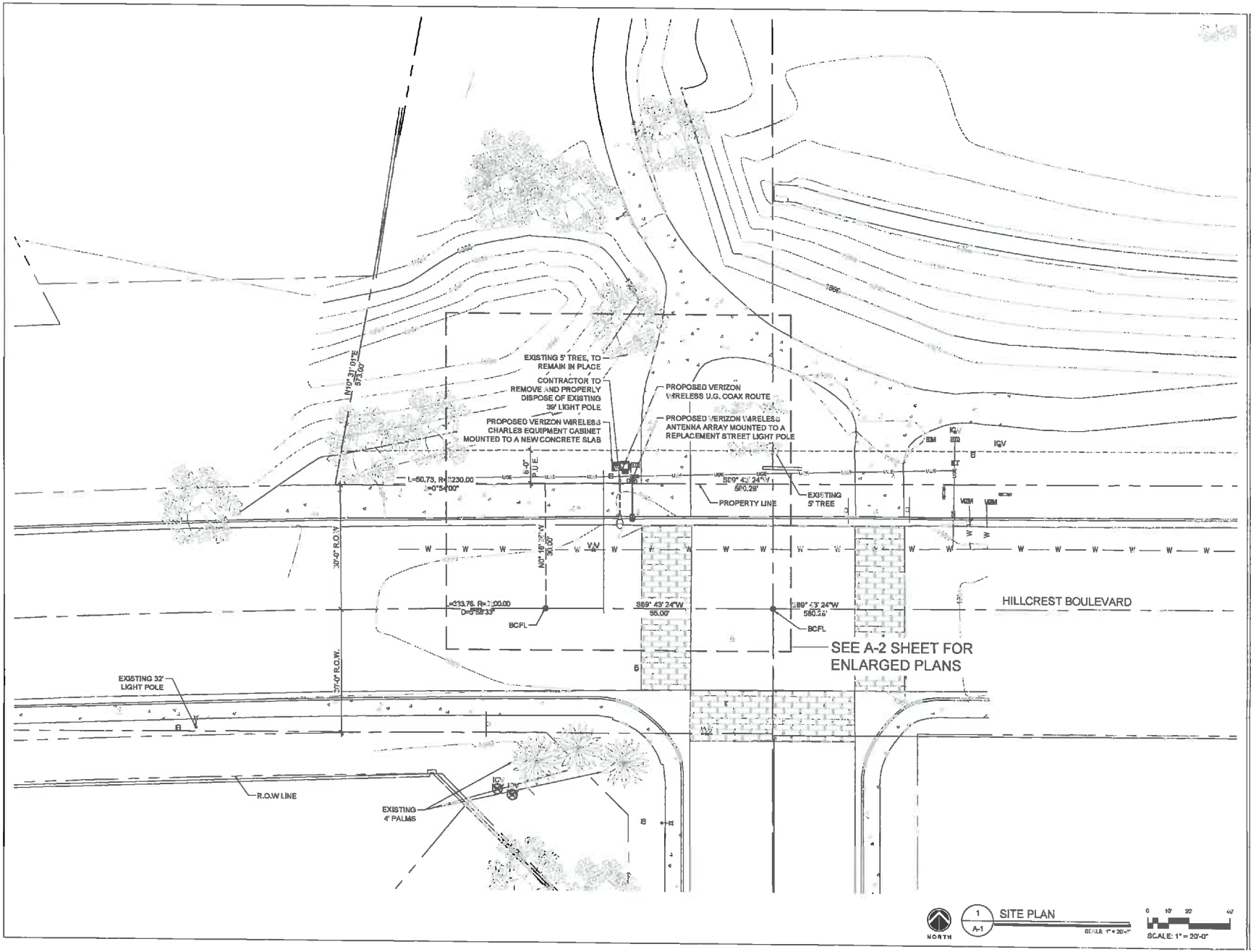
PROJECT No.
09006825

SITE NAME:
PHO_GRACE-CHURCH_SC

SITE ADDRESS:
71ST AVE & HILLCREST BLVD
GLENDALE, AZ 85310

SHEET TITLE:
SITE SURVEY

SHEET NO.	REVISION
LS-2	



1 SITE PLAN (A-1)
SCALE: 1" = 20'-0"

NORTH

0 10' 20' 40'

CLIENT
verizon wireless
126 W. GEMINI DR
TEMPE, AZ 85283

INTERNAL REVIEW — DATE
CONSTRUCTION SIGNATURE
RF SIGNATURE
FACILITIES SIGNATURE
REAL ESTATE SIGNATURE

PLANS PREPARED BY
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NO.	DATE	DESCRIPTION
0	10/02/2015	SUBMITTAL

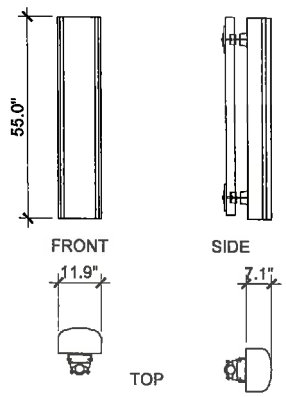
ARCHITECTS JOB NO.
YDC-6398

PROJECT INFORMATION
PHO_GRACE-CHURCH_SC
71ST AVE & HILLCREST BLVD.
GLENDALE, AZ 85310

SHEET TITLE
OVERALL SITE PLAN

JURISDICTION APPROVAL

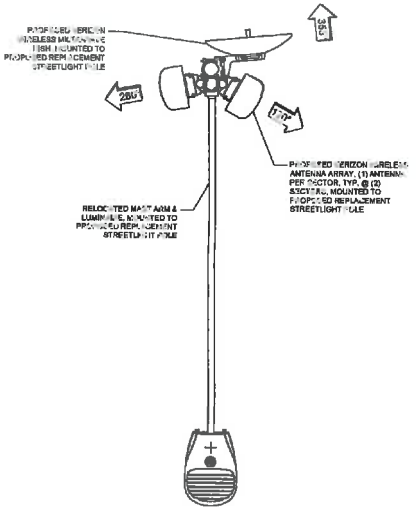
SHEET NUMBER
A-1



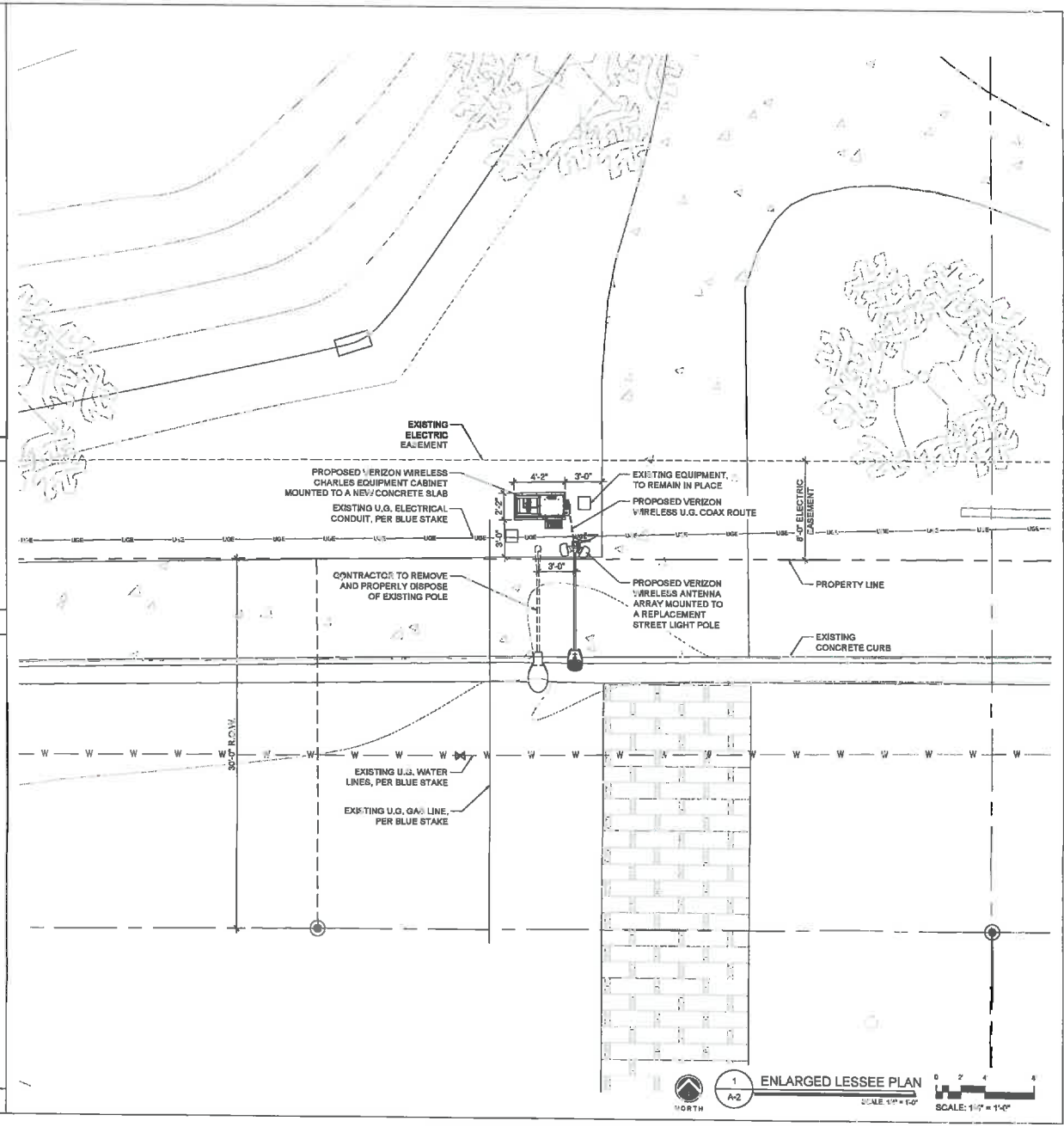
ANTENNA DETAIL 4

COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	120°	± 52'-0"	4	1/2"	T.B.D.
BETA	260°	± 52'-0"	4	1/2"	T.B.D.
MW	355°	± 52'-0"	1	1/2"	E55

COAX CABLE INFORMATION 3



NEW ANTENNA CONFIGURATION 2



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TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

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NO.	DATE	DESCRIPTION
0	10/09/2015	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6398

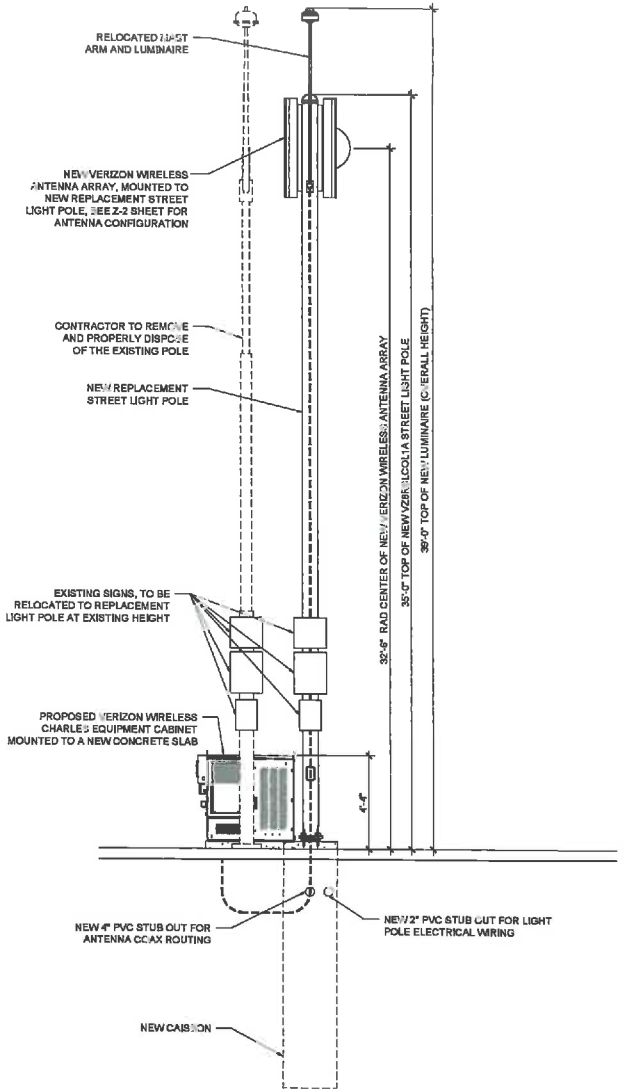
PROJECT INFORMATION

PHO_GRACE-CHURCH_SC
71ST AVE & HILLCREST BLVD.
GLENDALE, AZ 85310

SHEET TITLE
ENLARGED SITE PLAN
SITE DETAILS

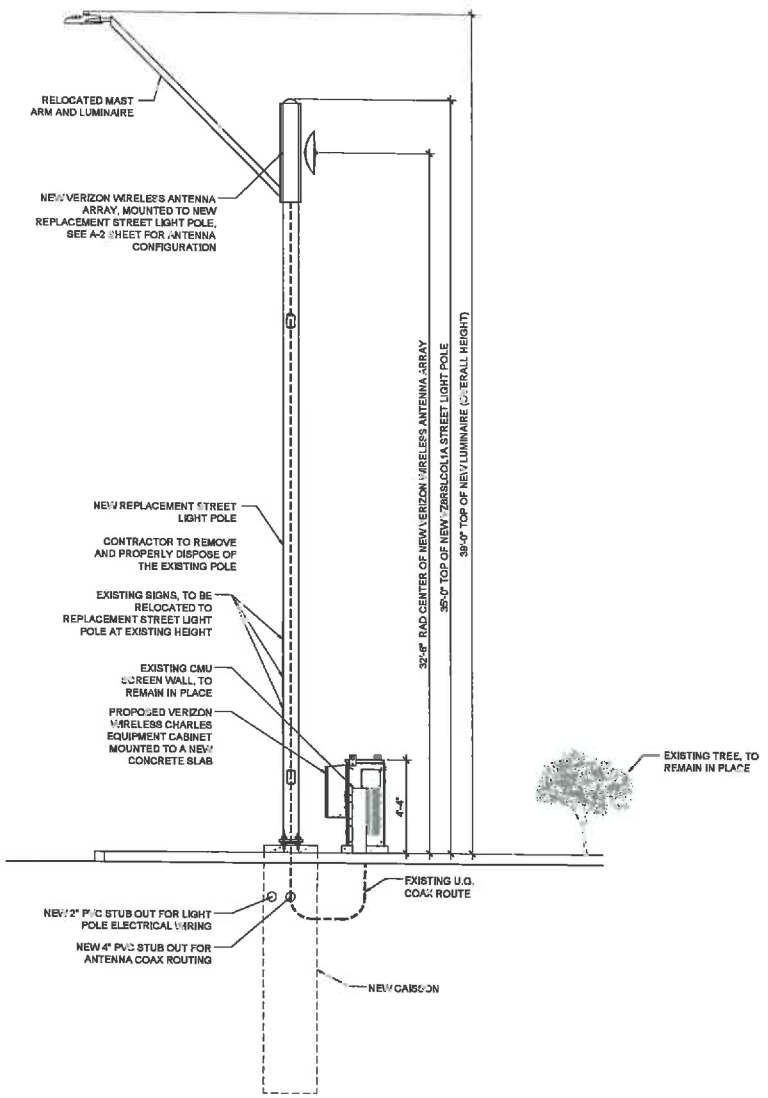
JURISDICTION APPROVAL

SHEET NUMBER
A-2



2 A-3 PROPOSED SOUTH ELEVATION

SCALE: 3/8" = 1'-0"



1 A-3 PROPOSED EAST ELEVATION

SCALE: 3/8" = 1'-0"

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

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architecture / project management
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PRELIMINARY FOR REVIEW ONLY

NO	DATE	DESCRIPTION
0	10/02/2015	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6398

PROJECT INFORMATION

PHO_GRACE-CHURCH_SC

71ST AVE & HILLCREST BLVD.
GLENDALE, AZ 85310

SHEET TITLE

ELEVATIONS

JURISDICTION APPROVAL

SHEET NUMBER

A-3

STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE AGREEMENTS

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$3,368
51-200	$3,368	$6,271	$9,639
201-300	$3,368	$9,390	$12,758
301-400	$3,368	$12,493	$15,861
401 or more	$3,368	$15,649	$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$3,564
51-200	$3,564	$6,271	$9,835
201-300	$3,564	$9,390	$12,954
301-400	$3,564	$12,493	$16,057
401 or more	$3,564	$15,649	$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$4,810
51-200	$4,810	$6,271	$11,081
201-300	$4,810	$9,390	$14,200
301-400	$4,810	$12,493	$17,303
401 or more	$4,810	$15,649	$20,459

File #: 15-815, **Version:** 1

RESOLUTION 5058: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, UNIVERSITY OF ARIZONA AND NORTHERN ARIZONA UNIVERSITY FOR STUDENT EDUCATIONAL OPPORTUNITIES

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

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution to approve and direct the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Board of Regents on behalf of Arizona State University, University of Arizona and Northern Arizona University in order to provide citywide educational experiences for students and interns enrolled in University programs for three (3) years and authorizing the City Manager the option to extend the term of this contract two (2) additional years in one (1) year increments.

Background

In June 2009, the city separately entered into Agreements with Arizona State University (ASU) and Northern Arizona University (NAU) to establish affiliation agreements between ASU, NAU, and the Glendale Fire Department Crisis Response Program to provide educational social service experiences for students. These agreements were specific to social service programs at ASU and NAU.

Since that time, it was determined that a city-wide master student placement agreement with the Arizona Board of Regents was the most efficient way to provide all city departments with the ability to utilize students from the three universities in Arizona. The City Council approved a Master Student Placement Agreement in November 2011. This agreement has now expired and in order to continue this relationship we are requesting another intergovernmental agreement. This agreement has no cost to the city and allows students to receive academic credit in addition to gaining valuable educational experiences about local government careers.

Analysis

The city of Glendale has a history of innovative customer service, including mutually beneficial partnerships with Arizona's universities. Each year, college students approach the city in various areas, requesting to learn more about governmental career opportunities.

This agreement would provide a blanket approval for the utilization of Bachelor and Master Degree interns from Arizona State University, University of Arizona, and Northern Arizona University to gain valuable educational experiences about local government careers by working with city professionals through a variety of internship opportunities.

Previous Related Council Action

Council approved an Intergovernmental Agreement with the Arizona Board of Regents at the November 22, 2011 Council meeting.

Community Benefit/Public Involvement

This intergovernmental agreement will benefit the community by providing opportunities for students to gain valuable educational experiences about local government careers.

Budget and Financial Impacts

There is no budget impact.

RESOLUTION NO. 5057 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 7100 WEST HILLCREST BOULEVARD IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or designee is authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 7100 West Hillcrest Boulevard in Glendale, Arizona with Verizon Wireless. Said License Agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

l_verizon_71 hillcrest.doc

RESOLUTION NO. 5058 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 ENTITLED, "MASTER STUDENT PLACEMENT AGREEMENT" WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, UNIVERSITY OF ARIZONA, AND NORTHERN ARIZONA UNIVERSITY FOR STUDENT EDUCATIONAL OPPORTUNITIES.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement entitled, "Master Student Placement Agreement" with the Arizona Board of Regents on behalf of Arizona State University, University of Arizona, and Northern Arizona University for educational experience for students and interns enrolled in University programs 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 by authorized and directed to execute and deliver any and all documents to effectuate said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

iga_hr_arizona board.doc

COMMUNICATIONS SITE LICENSE AGREEMENT FOR VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS, IN CITY OF GLENDALE RIGHT-OF-WAY

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way ("Agreement") is executed to be effective this ____ day of _____, 2016 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless ("Licensee").

RECITALS

A. The City is the owner of certain right-of-way located in the City ("Licensed Area"), as more particularly described in the attached Exhibit A.

B. Licensee desires to install, maintain and operate a "small cell" wireless communications facility ("Small Cell") in the City's right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee's Small Cell facilities as shown in Exhibit A (collectively, the "Facilities").

C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 7100 W. Hillcrest Blvd., or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to the Licensed Area free and clear of any liens or mortgages, except those disclosed

to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.

B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.

C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.

D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of $3,368.00 for one (1) street light attachment, including ground equipment with a "footprint" of up to fifty (50) cubic feet, for Licensee's Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof ("Pole Attachment Fee").

B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.

C. The "Commencement Date" shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.

D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City's Community Development Fee Schedule.

F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.

B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City's prior written approval. Licensee shall repair any damage or alteration to the City's

property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.

D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.

E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.

F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.

G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.

H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):

i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;

ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;

iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;

v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 et seq., regarding underground facilities, and submit proof of participation to the Property Manager upon request;

vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;

vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and

viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's

Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;

iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;

iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;

v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;

vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;

vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;

viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;

x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and

xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.

B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall,

within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

12. ASSIGNMENT.

A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.

B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars ($2,000.00). City shall hold the

Security Deposit as security for the performance of the Licensee's obligations under this Agreement.

B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:

i) Any Rent, including Base Rent, or other sum in default;

ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and

iii) Any expense, loss, or damage that City may suffer because of Licensee's default.

C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

A. The Licensee shall upon request provide to the City:

i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 et seq., or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;

ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 et seq., the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:

i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.

ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.

iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.

B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.

C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.

D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

A. This Agreement may be terminated for any of the following reasons:

i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.

ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.

iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.

iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:

i) Commercial general liability insurance in the minimum amount of $2,000,000 combined single limit per occurrence for bodily injury and property damage, $5,000,000 aggregate.

ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.

B. Insurance shall:

i) Be from a company rated at least A- by AM Best;

ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;

iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and

iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.

C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers, employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:

i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.

ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.

iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.

iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.

v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post- termination removal operations.

21. NOTICE.

A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Project Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate
Site: PHO Grace Church SC 1

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.

C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to

recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.

B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.

C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware

of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.

C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against

whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

[*Signatures on the following pages*.]

EXECUTED to be effective on the date specified above.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Richard A. Bowers
Acting City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael Bailey
City Attorney

LICENSEE:

Verizon Wireless (VAW) LLC,
a Delaware limited liability company,
d\b\a Verizon Wireless

By: _____
Name: Clifton Casey
Its: Executive Director - Network
Date: 01-Dec-11

EXHIBIT A

(see attached)

verizon wireless

SITE NAME: PHO_GRACE-CHURCH_SC
(SMALL CELL)

SITE PHOTO

SHEET INDEX

- T-1 PROJECT INFORMATION AND DATA
- LS-1 BOUNDARY DETAILS
- LS-2 SITE SURVEY
- A-1 SITE PLAN
- A-2 ENLARGED SITE PLAN
- A-3 ELEVATIONS

CLIENT

VERIZON WIRELESS
126 W. GEMINI DR.
TEMPE, ARIZONA, 85283
CONTACT: TERRY SKULA
PHONE: T.B.D.

PROPERTY OWNER

CITY OF GLENDALE
5850 W. GLENDALE AVENUE
GLENDALE, AZ, 85301
CONTACT: MARK GIBSON
PHONE: (623) 930-2000

SITE ACQUISITION

SOLUTIONS COMMUNICATIONS CORP.
8205 E. MINGET ROAD
SCOTTSDALE, AZ, 85284
CONTACT: JOHN DELUCA
PHONE: (602) 399-2400

ARCHITECT

YOUNG DESIGN CORP.
10245 E. VIA LINDA, SUITE 211
SCOTTSDALE, ARIZONA, 85258
CONTACT: MATT YOUNG
PHONE: (480) 451-9609
FAX: (480) 451-9608

SURVEYOR

RLF CONSULTING
1214 N. STADEM DR.
TEMPE, AZ, 85281
CONTACT: RYAN FIDLER
PHONE: (480) 445-9100

PROJECT DATA

LEASEE:	VERIZON WIRELESS 126 W. GEMINI DR. TEMPE, ARIZONA, 85283
ZONING:	200-86-114E
APN:	PAD
JURISDICTION:	CITY OF GLENDALE
BUILDING CODES:	2012 I.B.C. 2011 N.E.C. 2012 I.M.C. 2009 I.F.C.

PROJECT DESCRIPTION

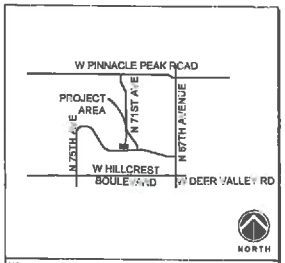
THE PROJECT CONSISTS OF THE INSTALLATION OF (2) ANTENNAS & (1) MICROWAVE DISH ON A REPLACEMENT PARKING LOT LIGHT POLE AND THE INSTALLATION OF AN ADJACENT GROUND MOUNTED EQUIPMENT CABINET. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

SITE COORDINATES

LATITUDE	33° 41' 08.055" N
LONGITUDE	111° 12' 42.0[illegible]
GROUND ELEVATION	1301.4' A.M.S.L.

SITE DIRECTIONS

FROM VERIZON OFFICE IN TEMPE, ARIZONA: DEPART W. GEMINI DR TOWARD S. MAPLE AVE. TURN RIGHT ONTO S. MAPLE AVE. TURN LEFT ONTO S. GUADALUPE RD. ROAD NAME CHANGES TO E. GUADALUPE RD. TURN LEFT ONTO S. RUSSEL RD. TAKE RAMP RIGHT FOR US-60 EAST TOWARD MESA / GLOBE. AT EXIT 1788, TAKE RAMP RIGHT AND FOLLOW SIGNS FOR AZ-101 LOOP NORTH. ROAD NAME CHANGES TO AZ-101 W LOOP. AT EXIT 18, TAKE RAMP RIGHT FOR W. BEARDSLEY RD TOWARD 67TH AVE. TURN RIGHT ONTO N. 67TH AVE. TURN LEFT ONTO W. DEER VALLEY RD. TURN RIGHT ONTO N. 71ST AVE. THE VERIZON ANTENNAS WILL BE LOCATED ON A STREET LIGHT POLE ON THE NORTH SIDE OF W. HILLCREST BLVD. JUST WEST OF N. 71ST AVE.



VICINITY MAP

CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

SEAL

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PRELIMINARY FOR REVIEW ONLY

NO.	DATE	DESCRIPTION
0	10/06/2015	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6398

PROJECT INFORMATION

PHO_GRACE-CHURCH_SC
71ST AVE & HILLCREST BLVD.
GLENDALE, AZ 85310

SHEET TITLE
TITLE SHEET

JURISDICTION APPROVAL

SHEET NUMBER
T-1

SURVEYOR NOTES:

1. A TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY GREAT AMERICAN TITLE AGENCY, ORDER NO. 21502885 EFFECTIVE DATE 06/26/2015.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY INFORMATION IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LESSOR'S LEGAL DESCRIPTION

PARCEL NO. 1:

THAT PART OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THE BASIS FOR THE BEARINGS USED IN THIS DESCRIPTION ARE FROM THE AMENDED MAP OF DEDICATION FOR HILLCREST RANCH (PHASE I-III) AS RECORDED IN BOOK 348, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA.

FROM THE SOUTH QUARTER CORNER OF THE SAID SECTION 13 MEASURE THENCE NORTH 00° 12' 21" EAST ALONG THE NORTH-SOUTH MID-SECTION LINE OF THE SAID SECTION 13 A DISTANCE OF 1350.13 FEET; THENCE SOUTH 89° 59' 39" WEST 55.00 FEET; THENCE NORTH 00° 12' 21" WEST 30.00 FEET TO THE POINT OF BEGINNING THIS POINT BEING ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS POINT BEARING SOUTH 00° 12' 21" EAST 25.00 FEET, THENCE WESTERLY 50.73 FEET ALONG THE ARC OF THIS CURVE THROUGH 09° 56' 00" OF CENTRAL ANGLE, THENCE NORTH 10° 44' 00" EAST 274.00 FEET, THENCE EAST 30.04 FEET TO A POINT ON A CURVE NON-TANGENT TO THE SOUTH AND HAVING A RADIUS POINT BEARING SOUTH 41° 48' 17" EAST 80.00 FEET, THENCE EASTERLY 148.15 FEET ALONG THE ARC OF THIS CURVE THROUGH 94° 16' 47" OF CENTRAL ANGLE, THENCE SOUTH 37° 27' 32" EAST 210.00 FEET; THENCE NORTH 52° 32' 28" EAST 98.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED 71ST AVENUE AS SHOWN ON THE S-40 MAP OF DEDICATION, THENCE ALONG THE PROPOSED RIGHT-OF-WAY LINE OF 71ST AVENUE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF HILLCREST BOULEVARD TO THE POINT OF BEGINNING AS FOLLOWS:

SOUTH 37° 27' 32" EAST 19.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING SOUTH 52° 32' 28" WEST 50.00 FEET, THENCE SOUTHERLY 39.27 FEET ALONG THE ARC OF THIS CURVE THROUGH 45° 00' 00" OF CENTRAL ANGLE TO A POINT OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING SOUTH 06° 32' 28" WEST 10.00 FEET, THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF THIS CURVE THROUGH 180° 00' 00" OF CENTRAL ANGLE TO A POINT ON THE SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLCREST BOULEVARD, THENCE SOUTH 37° 27' 32" EAST ALONG THE SAID RIGHT-OF-WAY LINE A DISTANCE OF 50.08 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2

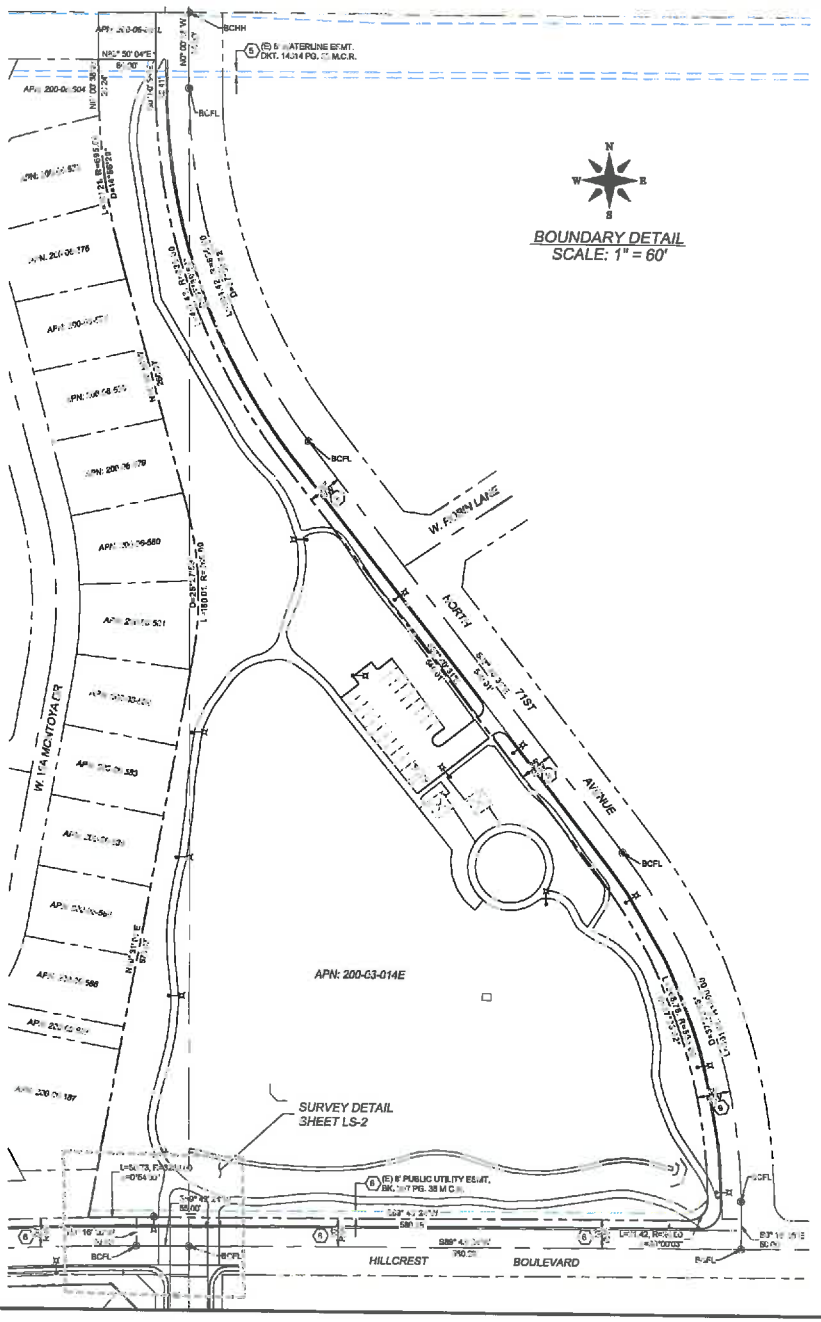
THAT PART OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THE BASIS FOR THE BEARINGS USED IN THIS DESCRIPTION ARE FROM THE AMENDED MAP OF DEDICATION FOR HILLCREST RANCH (PHASE I-III) AS RECORDED IN BOOK 348, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA.

FROM THE SOUTH QUARTER CORNER OF THE SAID SECTION 13, MEASURE THENCE NORTH 00° 12' 21" EAST ALONG THE NORTH-SOUTH MID-SECTION LINE OF THE SAID SECTION 13, A DISTANCE OF 1350.13 FEET; THENCE SOUTH 89° 59' 39" WEST 55.00 FEET; THENCE NORTH 00° 12' 21" WEST 30.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS POINT BEARING SOUTH 00° 12' 21" EAST 33.00 FEET, THENCE EASTERLY 50.14 FEET ALONG THE ARC OF THE CURVE THROUGH 87° 03' 27" OF CENTRAL ANGLE, THENCE NORTH 10° 47' 00" EAST 57.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 10° 44' 00" EAST 331.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING NORTH 79° 15' 00" WEST 180.00 FEET; THENCE NORTHERLY 160.01 FEET ALONG THE ARC OF THIS CURVE THROUGH 50° 55' 00" OF CENTRAL ANGLE, THENCE NORTH 34° 44' 00" WEST 204.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING NORTH 55° 16' 00" EAST 645.00 FEET; THENCE NORTHERLY 181.13 FEET ALONG THE ARC OF THIS CURVE THROUGH 16° 05' 31" OF CENTRAL ANGLE, THENCE NORTH 00° 12' 21" EAST 29.24 FEET, THENCE SOUTH 89° 59' 39" EAST 64.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED 71ST AVENUE AS SHOWN AND DELINEATED ON THE SAID MAP OF DEDICATION, THENCE ALONG THE SAID RIGHT-OF-WAY LINE AS FOLLOWS: SOUTH 00° 12' 21" WEST 29.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING SOUTH 89° 47' 39" EAST 645.00 FEET; THENCE SOUTHERLY 417.48 FEET ALONG THE ARC OF THIS CURVE THROUGH 37° 05' 30" OF CENTRAL ANGLE, THENCE SOUTH 37° 27' 32" EAST 440.01 FEET; THENCE LEAVING THE SAID RIGHT-OF-WAY LINE SOUTH 52° 32' 28" WEST 98.00 FEET, THENCE NORTH 37° 27' 32" WEST 210.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING SOUTH 52° 32' 28" WEST 80.00 FEET; THENCE WESTERLY 148.15 FEET ALONG THE ARC OF THIS CURVE THROUGH 94° 16' 47" OF CENTRAL ANGLE, THENCE WEST 30.04 FEET TO THE POINT OF BEGINNING.

SCHEDULE B EXCEPTIONS

4. ALL MATTERS AS SET FORTH IN AGREEMENT OF EASEMENT FOR USE OF WELL AND CONSTRUCTION OF PIPELINE RECORDED IN DOCKET 5276, PAGE 570 OF OFFICIAL RECORDS (HEREAFTER QUIT CLAIMED RELOCATED AND MODIFIED OF OFFICIAL RECORDS THEREAFTER AMENDMENT AND MODIFICATION AGREEMENT RECORDED AS NO. ____ OF OFFICIAL RECORDS AND ABANDONED-DOES NOT AFFECT SUBJECT PARCEL)
5. AN EASEMENT FOR INGRESS AND EGRESS, ELECTRICAL UTILITIES AND IRRIGATION AND ALL OTHER MATTERS AS SET FORTH THEREIN, RECORDED IN DOCKET 14314, PAGE 03 OF OFFICIAL RECORDS (REFERENCE 4
6. ALL MATTERS AS SET FORTH IN MAP OF DEDICATION RECORDED AS BOOK 397 OF MAPS, PAGE 32, RECORDED IN BOOK 315 OF MAPS, PAGE 09 AND RELORDED IN BOOK 348 OF MAPS, PAGE 34 OF OFFICIAL RECORDS (REFERENCED)
7. THE EFFECT OF DECLARATION OF DEDICATION OF PUBLIC RIGHT-OF-WAY RECORDED AS 2004-0172830 OF OFFICIAL RECORDS
11. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, LIABILITIES AND OBLIGATIONS IN THE DOCUMENT RECORDED IN 84-005388, ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED IN 84-005391, ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED IN 93-621859, FIRST AMENDMENT RECORDED IN 94-0234444, NOTICE RECORDED AS 2004-0405156 OF OFFICIAL RECORDS, AND AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES (BLANKET IN NATURE) PARCEL LIES WITHIN EXHIBIT "A" THEREIN)



BOUNDARY DETAIL
SCALE: 1" = 60'

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9605
e mail: corp@ydoffice.com

FIELD BY:	JMH
DRAWN BY:	KSW
CHECKED BY:	RJF

REVISIONS

NO.	DATE	DESCRIPTION
2	07/13/15	TITLE REVIEW-ABM
1	07/08/15	PRELIMINARY

RLF CONSULTING

PRELIMINARY
EXPIRES: 01/31/16

NOTICE OF COPYRIGHT
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PROJECT No.
09006825

SITE NAME:
PHO_GRACE-CHURCH_SC

SITE ADDRESS:
71ST AVE & HILLCREST BLVD
GLENDALE, AZ 85310

SHEET TITLE:
BOUNDARY DETAIL

SHEET NO.	REVISION
LS-1	

SCHEDULE B EXCEPTIONS

4. ALL MATTERS AS SET FORTH IN AGREEMENT OF EASEMENT FOR USE OF LAND AND CONSTRUCTION OF PIPELINE RECORDED AS DOCKET 7249, PAGE 560 OF OFFICIAL RECORDS; THEREAFTER QUIT CLAIM DEED RECORDED AS 84-0149610 OF OFFICIAL RECORDS THEREAFTER AGREEMENT AND DECLARATION AGREEMENT RECORDED AS 94-0410634 OF OFFICIAL RECORDS (UNDOCUMENTED - DOES NOT AFFECT SUBJECT PARCEL)

5. AN EASEMENT FOR INGRESS AND EGRESS, ELECTRICAL UTILITIES AND IRRIGATION AND ALL OTHER MATTERS AS SET FORTH THEREIN, AS RECORDED IN DOCKET 14314, PAGES 63 OF OFFICIAL RECORDS (REFERENCED)

6. ALL MATTERS AS SET FORTH IN MAP OF DEDICATION RECORDED IN BOOK 337 OF MAPS, PAGE 38, RECORDED IN BOOK 349 OF MAPS, PAGE 34 AND RECORDED IN BOOK 350 OF MAPS, PAGE 46 OF OFFICIAL RECORDS (REFERENCED)

6. THE EFFECT OF DEFORMATION OF DEDICATION OF PUBLIC RIGHT-OF-WAY RECORDED AS 2008-0912332 OF OFFICIAL RECORDS.

11. EASEMENTS, CONDITIONS, RESTRICTIONS, EASEMENTS, LIABILITIES AND OBLIGATIONS IN THE DOCUMENT RECORDED IN 80-0010005, ASSIGNMENT OF DECLARANTS' RIGHTS RECORDED IN 94-0195401, ASSIGNMENT OF DECLARANTS' RIGHTS RECORDED IN 98-0210978, FIRST AMENDMENT RECORDED IN 94-0195402 AND NOTICE RECORDED AS 2004-0930855 OF OFFICIAL RECORDS AND AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(c), OF THE UNITED STATES CODES. BLANKET IN NATURE (PARCEL UNE WITHIN EXHIBIT "A" THEREIN)

PROJECT META DATA

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS. APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.

2. BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM, ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 02/09/15.

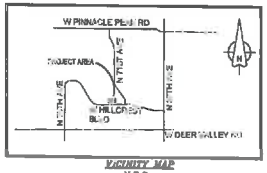
SURVEYOR NOTES:

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE AGENCY, ORDER NO.: 21512885 EFFECTIVE DATE: 01/27/2015.

2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.

3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.



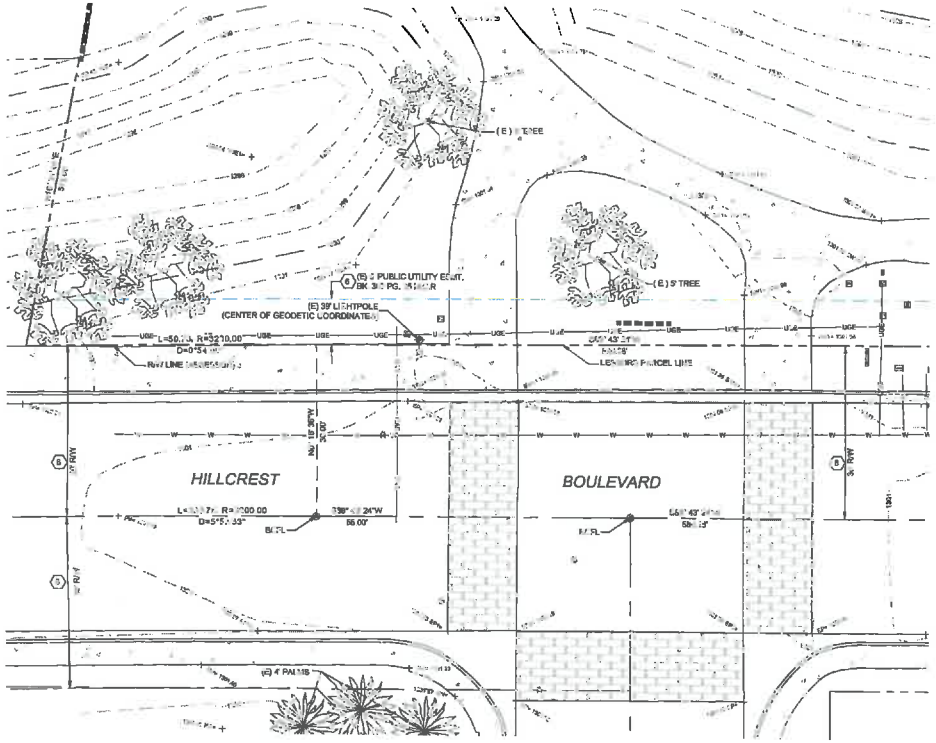
VICINITY MAP
N.T.S.

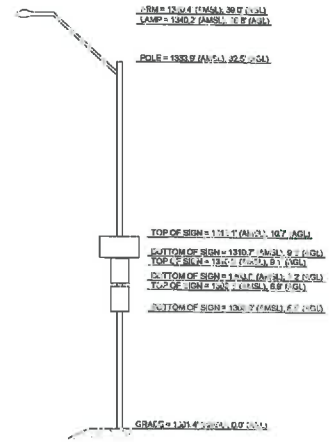
POSITION OF GEODETIC COORDINATES

LATITUDE 33° 41' 00.63" NORTH (NAD83)
LONGITUDE 112° 12' 42.87" WEST (NAD83)
ELEVATION @ GROUND = 1314' (NAVD88)

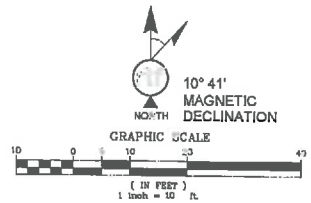
LEGEND

- PK NAIL/NAIL
- ALUMINUM CAP IN HANDHOLE
- BRASS CAP FLUSH
- BRASS CAP IN HANDHOLE
- CONTROL POINT
- NG NATURAL GRADE
- TOB BACK OF CURB
- RW RIGHT OF WAY
- PV ASPHALT
- DW ACCESS DRIVEWAY
- TOP TOP OF SLOPE
- TOE TOE OF SLOPE
- SB SETBACK
- CO CONCRETE
- MCR MARICOPA COUNTY RECORDER
- SPOT SPOT ELEVATION
- FS FINISHED SURFACE
- EL ELEVATION
- VG VALLEY GUTTER
- GV GAS VALVE
- ELECTRIC MANHOLE
- ELECTRICAL PULL BOX
- ELECTRIC METER
- ELECTRIC EQUIPMENT
- ELECTRIC PEDESTAL
- ELECTRICAL TRANSFORMER
- SANITARY SEWER MANHOLE
- POWER POLE
- SUNSET LIGHT MOUNT ARM
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- BACKFLOW PREVENTER
- IRRIGATION CONTROL VALVE
- PALM TREE
- TREE
- BUSH
- SIGN
- HANDICAP
- BIKE LANE
- SCHEDULE B TRIANGLE
- SCHEDULE B HEX
- POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- PROPERTY LINE (OTHER)
- RIGHT-OF-WAY LINE
- MONUMENT LINE
- CENTERLINE
- EASEMENT LINE
- LEASE LINE
- CHAIN LINK FENCE
- WOOD OR IRON FENCE
- WIRE OR BARBED WIRE FENCE
- OHE OVERHEAD ELECTRIC LINE
- UGE UG ELECTRIC LINE
- UGT UG TELECOMMUNICATION LINE
- UGT UNDERGROUND TV LINE
- UGF UG FIBER OPTIC LINE
- GAS UG GAS LINE
- SS SANITARY SEWER LINE
- STORM STORM SEWER LINE
- W WATER LINE





EXISTING LIGHT POLE DETAIL
N.T.S.



verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

yung design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 3649 fax: 480 451 9608
e-mail: corp@yungoffice.com

FIELD BY:	JMM
DRAWN BY:	MW
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
2	10/12/15	TITLE REVIEW-ABM
1	07/06/15	PRELIMINARY

RLF CONSULTING
LAND SURVEYING • SUBDIVISIONS
6944 N. 58TH PLACE • PARADISE VALLEY, AZ 85253
PH: 480 443-0810 • FAX: 480 443-0813
WWW.RLFCONSULTING.COM

PRELIMINARY
EXPIRES 03/31/16

RIGHT OF ENTRY
THE IDEAS & DESIGNS ASSOCIATED WITH THIS ARCHITECTURAL INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF RLF CONSULTING, IT CAN BE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

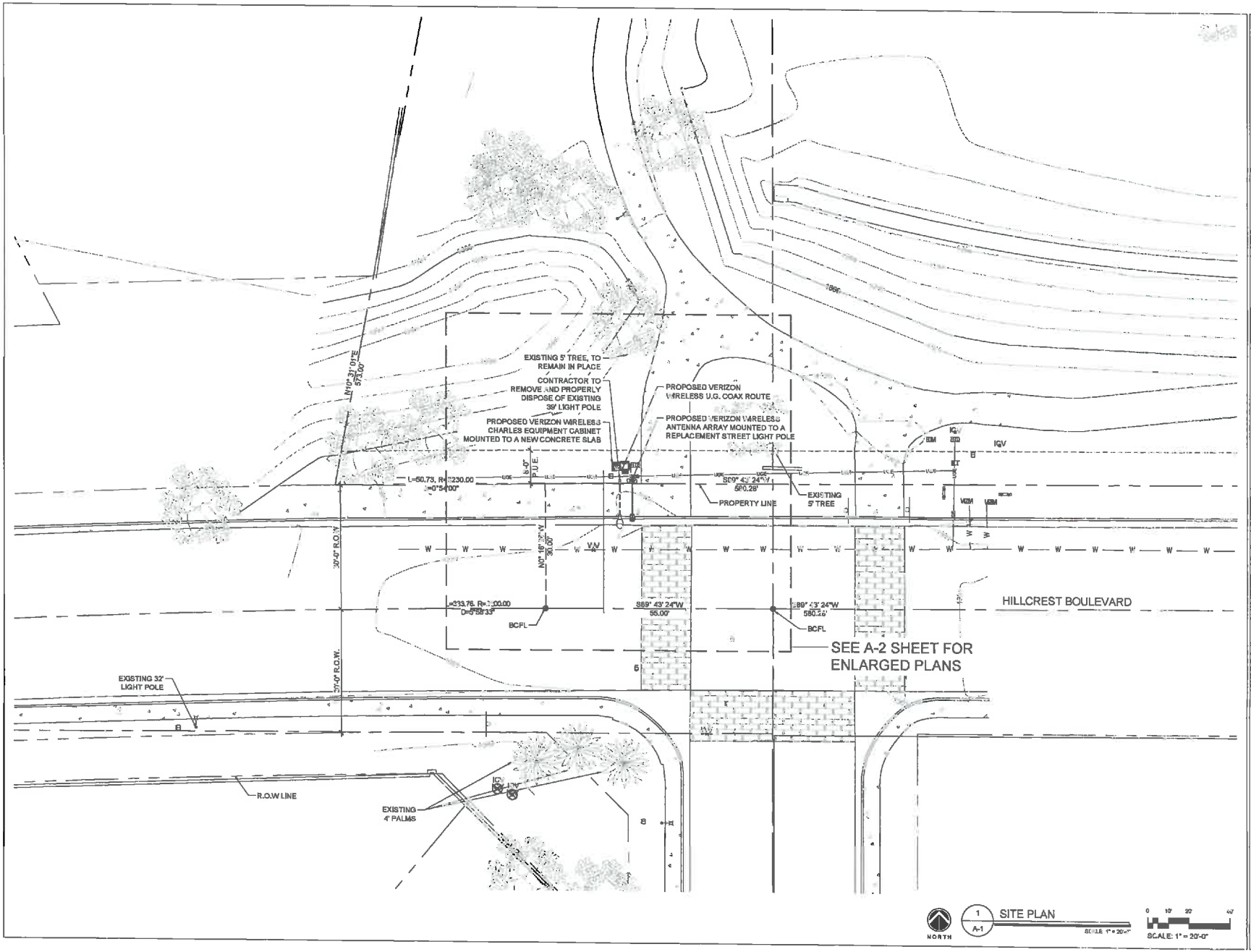
PROJECT No.
09006825

SITE NAME:
PHO_GRACE-CHURCH_SC

SITE ADDRESS:
71ST AVE & HILLCREST BLVD
GLENDALE, AZ 85310

SHEET TITLE:
SITE SURVEY

SHEET NO.	REVISION
LS-2	



1 SITE PLAN (A-1)
SCALE: 1" = 20'-0"

NORTH

0 10' 20' 40'

CLIENT
verizon wireless
126 W. GEMINI DR
TEMPE, AZ 85283

INTERNAL REVIEW — DATE
CONSTRUCTION SIGNATURE
RF SIGNATURE
FACILITIES SIGNATURE
REAL ESTATE SIGNATURE

PLANS PREPARED BY
Young design corp
architecture / project management
10245 E. Via Linda Scottsdale, AZ 85258
ph 480 451 9809 fax 480 451 9808
e-mail corporate@ydcoffice.com

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PRELIMINARY FOR REVIEW ONLY

NO.	DATE	DESCRIPTION
0	10/02/2015	SUBMITTAL

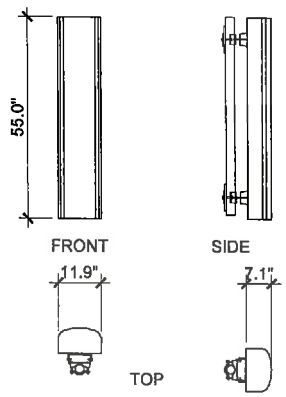
ARCHITECTS JOB NO.
YDC-6398

PROJECT INFORMATION
PHO_GRACE-CHURCH_SC
71ST AVE & HILLCREST BLVD.
GLENDALE, AZ 85310

SHEET TITLE
OVERALL SITE PLAN

JURISDICTION APPROVAL

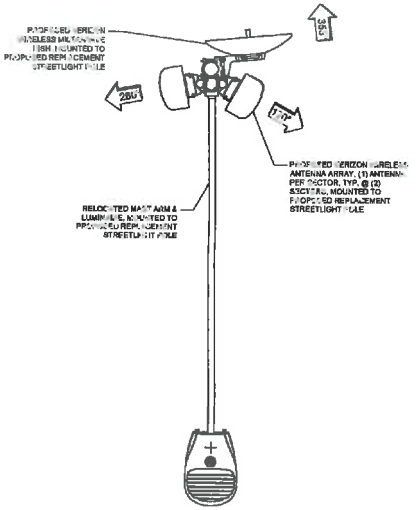
SHEET NUMBER
A-1



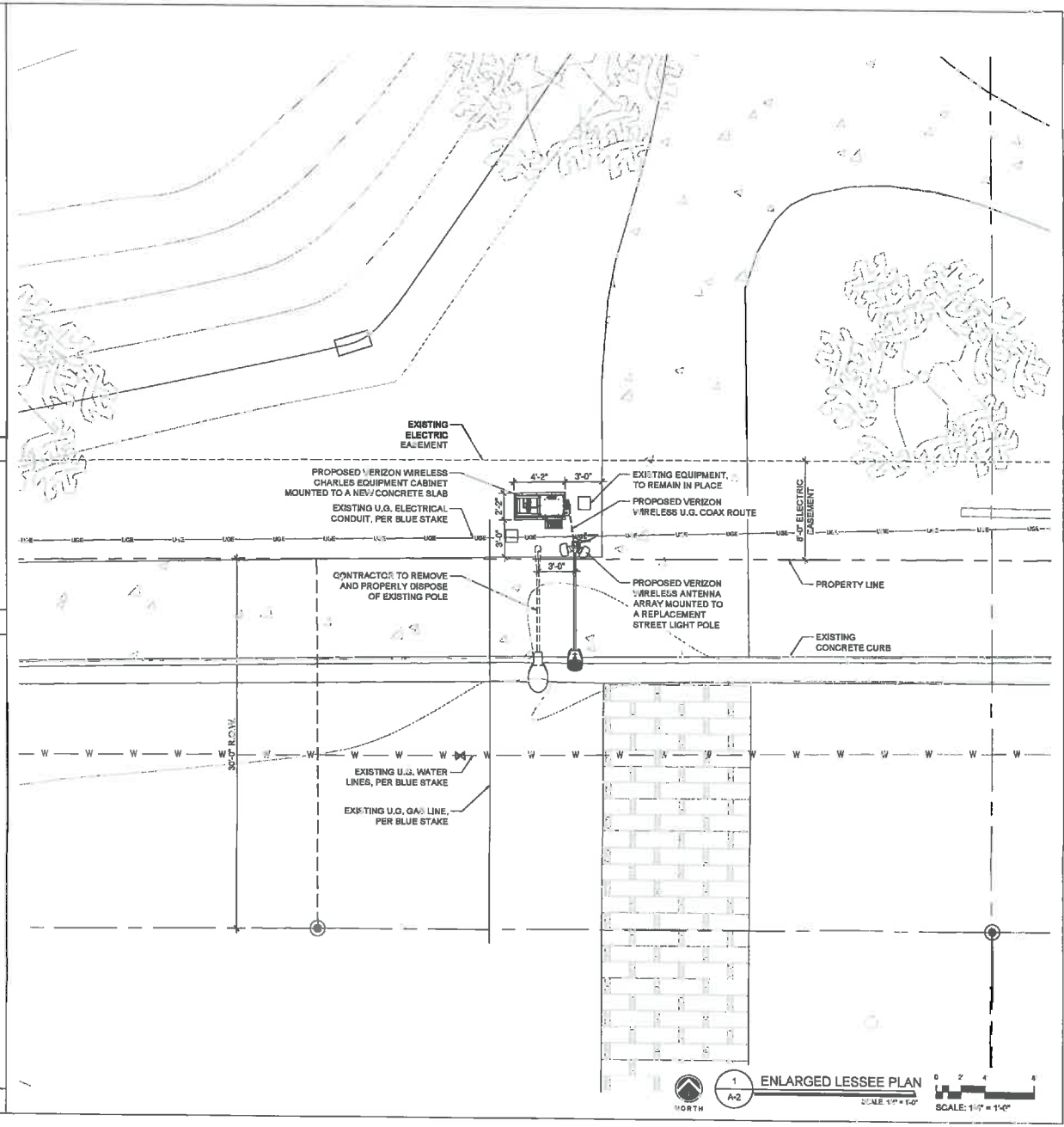
ANTENNA DETAIL 4

COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	120°	± 52'-0"	4	1/2"	T.B.D.
BETA	260°	± 52'-0"	4	1/2"	T.B.D.
MW	355°	± 52'-0"	1	1/2"	E55

COAX CABLE INFORMATION 3



NEW ANTENNA CONFIGURATION 2



CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9009 fax: 480 451 9606
e-mail: corporate@ydcoffice.com

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PRELIMINARY FOR REVIEW ONLY

NO.	DATE	DESCRIPTION
0	10/09/2015	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6398

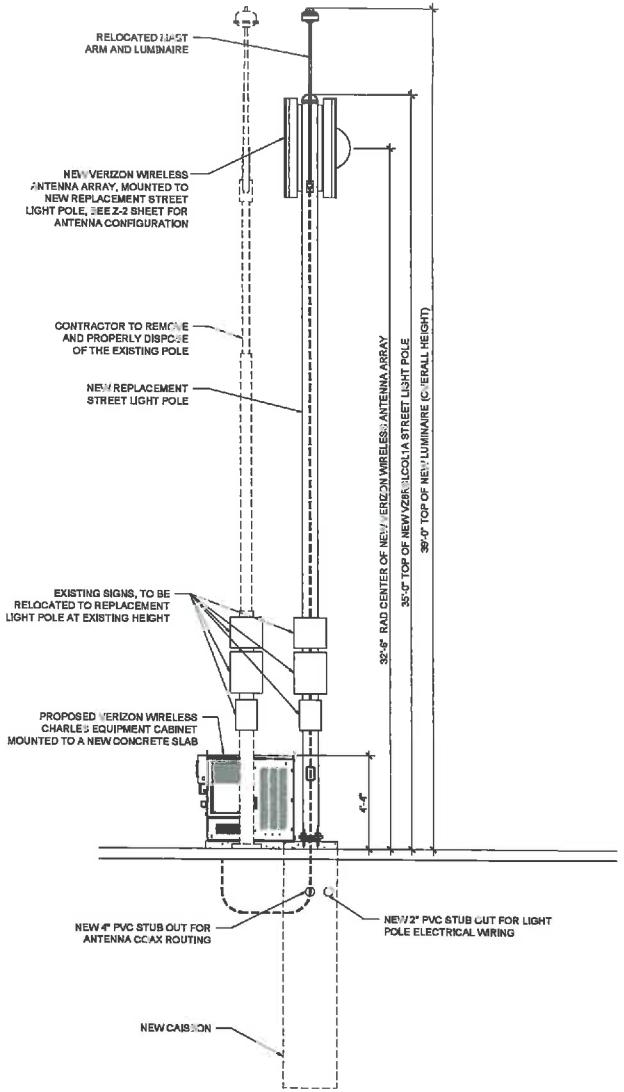
PROJECT INFORMATION

PHO_GRACE-CHURCH_SC
71ST AVE & HILLCREST BLVD.
GLENDALE, AZ 85310

SHEET TITLE
ENLARGED SITE PLAN
SITE DETAILS

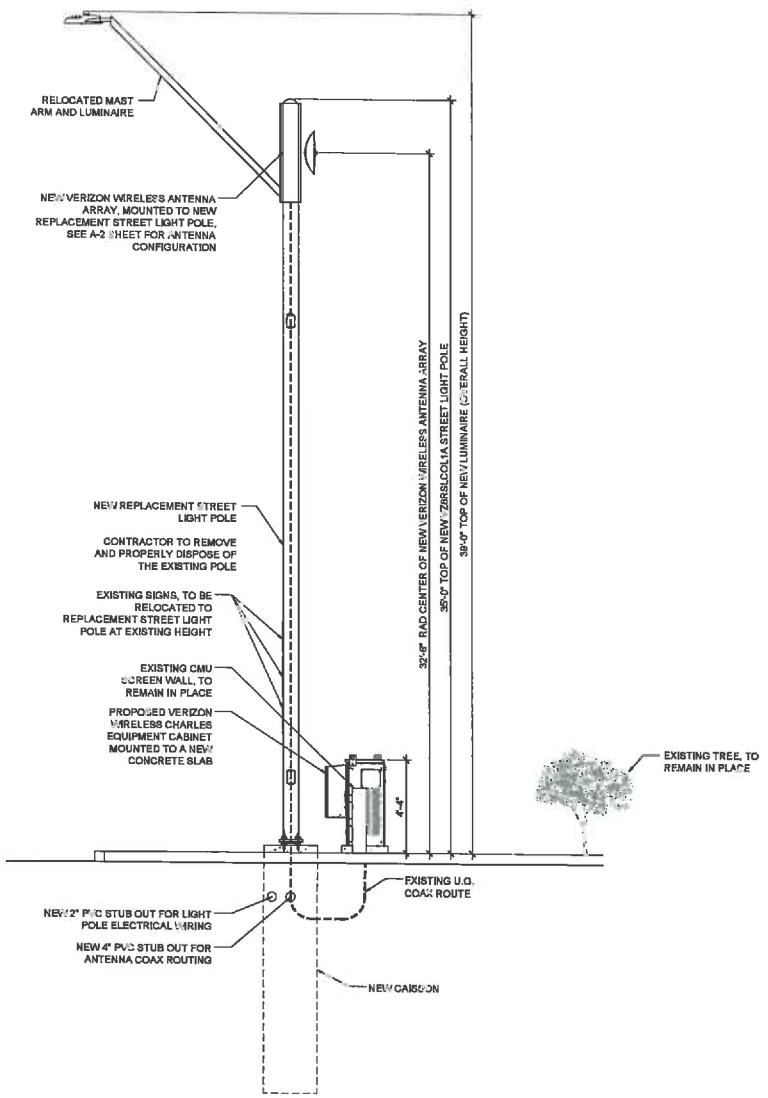
JURISDICTION APPROVAL

SHEET NUMBER
A-2



2 A-3 PROPOSED SOUTH ELEVATION

SCALE: 3/8" = 1'-0"



1 A-3 PROPOSED EAST ELEVATION

SCALE: 3/8" = 1'-0"

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY

Young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
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PRELIMINARY FOR REVIEW ONLY

NO	DATE	DESCRIPTION
0	10/02/2015	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6398

PROJECT INFORMATION

PHO_GRACE-CHURCH_SC

71ST AVE & HILLCREST BLVD.
GLENDALE, AZ 85310

SHEET TITLE

ELEVATIONS

JURISDICTION APPROVAL

SHEET NUMBER

A-3

MASTER STUDENT PLACEMENT AGREEMENT
Between
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, NORTHERN ARIZONA UNIVERSITY AND THE UNIVERSITY OF ARIZONA
and the
CITY OF GLENDALE

This Student Placement Agreement is entered into on this __ day of _____, 201_, ("Effective Date") between Arizona Board of Regents for and on behalf of Arizona State University, Northern Arizona University and the University of Arizona (collectively, the "University") and the City of Glendale, an Arizona municipal corporation (the "City").

1. DURATION.

The duration of this Agreement shall be for three (3) years, commencing on the Effective Date and expiring on the three-year anniversary date of the Effective Date. This Agreement may be renewed for two (2) additional one (1) year periods, by written agreement of the parties, for a maximum duration of five (5) years. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

2. GENERAL TERMS.

2.1 The purpose of this Agreement is to establish a relationship between the University and the City to enable an educational experience for students at City's site ("Field Experience") that may qualify for University academic credit as determined by University. The educational programs within each University ("Programs") are varied and administered by numerous colleges or departments within the University ("University Departments"). This Agreement is intended to allow participation of students who are studying in such Programs to obtain Field Experience, in accordance with the provisions of this Agreement. The parties agree that each party benefits from the mutual promises made herein by furthering the implementation of Field Experiences. This Agreement does not affect any existing student placement agreements currently in effect.

2.2 Designating Programs. Each University Department that desires to have a Program participate under this Agreement shall submit a signed and completed Program Participation Internship Form (attached as Exhibit A) to the City. Upon University's receipt of City's signed copy of such form, the parties agree that such Program through its corresponding University Department is participating under this Agreement.

2.3 Each University Department and the City will agree on a schedule for student participation at the City, including the length of field training.

2.4 The student's participation should complement the business activities of the City. Students will not be used in lieu of professional or staff personnel and will be under the supervision of a City employee.

2.5 Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the City.

2.6 Either the City or the University Department may require withdrawal or dismissal from participation in the Field Experience of any student whose performance record or conduct does not justify continuance.

2.7 Neither the University nor the City is obligated to provide for the student's transportation to and from the City or for health insurance for the student.

2.8 A meeting or telephone conference between representatives of the appropriate University Department and the City will occur at least once each semester to evaluate the educational program and review this Agreement.

2.9 To the extent not already agreed to by the parties in accordance with the Program Participation Internship Form, statements of performance objectives for this educational experience will be the joint responsibility of the appropriate University Department and City personnel.

3. **CITY'S OBLIGATIONS**.

3.1 City agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of University students participating under this Agreement. Depending on the number and types of University Departments and students, City may appoint multiple Educational Coordinators as appropriate.

3.2 City agrees to submit to the appropriate University Department an evaluation of each student's progress. The format for the evaluation, as well as the timing of its provision to University, is established by the University in consultation with the City.

3.3 INDEMNIFICATION: The City is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the City's employees and agents. The City is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the students, employees and agents of the University. University students are not deemed to be employees of City by virtue of this Agreement.

4. **UNIVERSITY'S OBLIGATIONS**.

4.1 As applicable, each University Department will provide an administrative framework, including designating a University faculty or other representatives, to coordinate scheduling, assist in advising students and provide course information and objectives to the extent such course information and objectives are deemed necessary and not specified in the Program Participation Form.

4.2 As applicable, each University Department will be responsible for developing and carrying out procedures for student selection and admission.

4.3 The University maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the City's employees and agents.

4.4 INDEMNIFICATION: University shall be responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the University's employees and agents. The University is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the City. University students are not deemed to be employees of City by virtue of this Agreement. University is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and A.R.S. §§ 35-154 and 41-621. Therefore, notwithstanding any other provision of this Contract to the contrary, University's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of University.

5. **STATE OF ARIZONA PROVISIONS**.

5.1 Non-discrimination. University agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. University will require any Sub-contractor to be bound to the same requirements as states within this section. Univeristy, and on behalf of any subcontractors, warrants compliance with this section.

5.2 Conflict of Interest. In accordance with Arizona Revised Statutes ("A.R.S.") § 38-511, University may cancel this Contract within three years after the execution of this Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of University, at any time while this Contract or any extension thereof is in effect, is an employee or agent of any other party to this Contract in any capacity or a consultant to any other party with respect to the subject matter of this Contract

5.3 Notice of Arbitration Statutes. In the event of litigation, as required by A.R.S. § 12-1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

5.4 Failure of Legislature to Appropriate. In accordance with A.R.S. § 35-154, if University's or City's performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University or City may provide written notice of this to City and cancel this Contract without further obligation of University or City. Appropriation is a legislative act and is beyond the control of University or City.

5.5 University Names and Marks. City will not use any names, service marks, trademarks,

trade names, logos, or other identifying names, domain names, or identifying marks of University (the "University Marks"), without in each case, the prior written consent of University. City's use of any University Marks must comply with University's requirements including using the ® indication of a registered trademark where applicable.

5.6 Student Educational Records. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). City will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from University or as otherwise provided by law. If this Contract contains a scope of work or any provision that requires or permits City to access or release any student records, then, for purposes of this Contract only, University hereby designates City as a "school official" for University under FERPA, as that term is used in FERPA and its implementing regulations. As such, City will comply with FERPA and will not make any disclosures of University students' educational records to third parties without prior notice to, and consent from, University or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by City or its employees and agents must comply with University's definition of legitimate educational purpose, which definition can be found at: SSM 107-01: Release of Student Information (http://www.asu.edu/aad/manuals/ssm/ssm107-01.html). If City violates the terms of this section, City will immediately provide notice of the violation to University.

6. Notice

All notices or other communications by either party to the other hereunder shall be in writing and shall be deemed properly delivered (i) when received by the party; or (ii) three (3) days after deposit in the United States mail of such notice or communication to the parties entitled thereto, registered or certified mail, postage repaid, to the parties at the following address:

If to Glendale:

Human Resources Director
City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301

If to University (as applicable):

Office of the Provost
Arizona State University
300 E. University Drive.
PO Box 877805
Tempe, AZ 85287-7805

With a copy to:

City Attorney
City of Glendale
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301

Northern Arizona State University
Attn: Mary Damskey MSW ACSW
Box 15300 SBS
Flagstaff, AZ 86011

University of Arizona
Office of the Provost
1401 E. University Blvd.
Administration Bldg 512
P.O. Box 210066
Tucson, AZ 85721-0066

7. **MISCELLANEOUS**.

7.1 Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

7.2 This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Notwithstanding the above, this Agreement does not replace, supersede or affect any existing student placement agreements currently in effect. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

7.3 The individual signing on behalf of City hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of City and that this Agreement is binding upon City in accordance with its terms.

7.4 The University and City have registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program. The University and City warrant compliance with all federal immigration laws and understand that any breach of this warranty subjects the breaching party to penalties, including termination of this Agreement. The University and City have the right to inspect the papers of the other party's employees participating in this Agreement to ensure compliance with this paragraph.

7.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7.6 Nothing in this Agreement shall create any third-party beneficiary rights.

7.7 Severability. In the event that any court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement, other than those held to be invalid or unenforceable, shall be valid and enforceable to the fullest extent by law.

"University":

THE ARIZONA BOARD OF REGENTS
acting for and on behalf of
ARIZONA STATE UNIVERSITY

By: _____

Mark S. Searle

Title: University Provost

THE ARIZONA BOARD OF REGENTS
acting for and on behalf of
NORTHERN ARIZONA UNIVERSITY

By: _____

Rita Cheng

Title: President

THE ARIZONA BOARD OF REGENTS
acting for and on behalf of
UNIVERSITY OF ARIZONA

By: _____

ANDREW C. COMRIE

Title: SVP ACADEMIC AFFAIRS + PROVOST

"City":

CITY OF GLENDALE, an Arizona municipal corporation

_____

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)
APPROVED AS TO FORM:

_____

Michael Bailey, City Attorney

EXHIBIT A
_____ and City of Glendale Master Student Placement Agreement
University Program Participation Internship Form

In accordance with Section 2.2 of the Master Student Placement Agreement ("Agreement"), the following Program as further described below shall be a participating program to the Agreement:

1. Program:

   (Description)

2. Field Experience Description/Term:

   (Description)

3. Field Experience Purpose:

   (Description)

4. Program Contact:

   (Description)

THE CITY OF GLENDALE	_____
By: _____ Name _____ Title _____ Date	By: _____ Name _____ Title _____ Date

STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE AGREEMENTS

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$3,368
51-200	$3,368	$6,271	$9,639
201-300	$3,368	$9,390	$12,758
301-400	$3,368	$12,493	$15,861
401 or more	$3,368	$15,649	$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$3,564
51-200	$3,564	$6,271	$9,835
201-300	$3,564	$9,390	$12,954
301-400	$3,564	$12,493	$16,057
401 or more	$3,564	$15,649	$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$4,810
51-200	$4,810	$6,271	$11,081
201-300	$4,810	$9,390	$14,200
301-400	$4,810	$12,493	$17,303
401 or more	$4,810	$15,649	$20,459

File #: 15-843, **Version:** 1

RESOLUTION 5059: AUTHORIZATION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LEGACY TRADITIONAL SCHOOL

Staff Contact: Sam McAllen, Director, Development Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into a Development Agreement with Legacy Traditional School. The Development Agreement acknowledges that Legacy Traditional School agrees to implement certain operational measures to provide safe and efficient coordination of traffic associated with the school.

Background

Legacy Traditional School is planning to construct and operate a charter school on vacant property located at the northeast corner of 67th Avenue and Thunderbird Road. The proposed school will be a 9.13 acre development serving a maximum enrollment of 1,280 students (determined using an average daily membership basis) made up of students attending classes ranging from Kindergarten to Eighth grade.

The Development Agreement establishes guidelines for school traffic coordination and staggered student pick-up schedule. The agreement sets forth the obligations and commitments of Legacy Traditional School related to the employment of off-duty police officers to assist with traffic circulation and coordination during the first two weeks of the 2016/2017 school year and the ongoing implementation of a staggered student pick-up schedule.

Analysis

After reviewing the Legacy Traditional School development proposal and observing traffic patterns associated with other schools operated by Legacy, the city's Transportation team expressed concerns about safe and efficient traffic coordination along 67th Avenue and Thunderbird Road, specifically during student pick-up times. Legacy Traditional School has agreed to implement traffic coordination and staggered student pick-up mechanisms which are identified in a Development Agreement.

Community Benefit/Public Involvement

The proposed Development Agreement between the city and Legacy Traditional School is intended to addresses traffic circulation and coordination concerns expressed by the city's Transportation team in advance of the development and operation of Legacy Traditional School at the northeast corner of 67th Avenue and Thunderbird Road. It is anticipated that Legacy Traditional School will implement the steps outlined in the Development Agreement so school related traffic will be coordinated, move efficiently and will

not impact through traffic traveling on 67th Avenue and Thunderbird Road.

powered by Legistar™

RESOLUTION NO. 5058 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 ENTITLED, "MASTER STUDENT PLACEMENT AGREEMENT" WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, UNIVERSITY OF ARIZONA, AND NORTHERN ARIZONA UNIVERSITY FOR STUDENT EDUCATIONAL OPPORTUNITIES.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement entitled, "Master Student Placement Agreement" with the Arizona Board of Regents on behalf of Arizona State University, University of Arizona, and Northern Arizona University for educational experience for students and interns enrolled in University programs 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 by authorized and directed to execute and deliver any and all documents to effectuate said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

iga_hr_arizona board.doc

RESOLUTION NO. 5059 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A DEVELOPMENT AGREEMENT WITH LEGACY TRADITIONAL SCHOOL - GLENDALE; AND DIRECTING THAT THE CITY CLERK RECORD ANY AND ALL NECESSARY DOCUMENTS.

WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreement with persons having an interest in real property located outside the incorporated area of the municipality.

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 a Development Agreement with Legacy Traditional School – Glendale to construct and operate a charter school on certain property located at the northeast corner of 67th Avenue and Thunderbird Road be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor, City Manager or designee, and the City Clerk be authorized and directed to execute and deliver any and all necessary documents to effectuate said agreement on behalf of the City of Glendale.

SECTION 3. That the City Clerk is hereby directed to forward the Development Agreement for recording to the Maricopa County Recorder's Office within ten (10) days after the execution thereof.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
d_dev_legacy.doc

Development Agreement

BY THIS DEVELOPMENT AGREEMENT (the "Agreement") entered into as of this _____ day of _____, 2016, City of Glendale, an Arizona municipality ("Glendale") and Legacy Traditional School - Glendale, an Arizona non-profit corporation ("Legacy") agree as follows:

RECITALS

A. Legacy desires to construct and operate a charter school (the "School") on certain property located at the northeast corner of 67th Avenue and Thunderbird Road in the City of Glendale (the "Property");

B. Legacy agrees to implement certain operational measures to provide safe and efficient traffic coordination for the School.

NOW, THEREFORE, for and in consideration of the above recitals, which by this reference are incorporated herein and form part of this Agreement, and of the representations, mutual promises and agreements set forth herein, the Parties state, confirm, and agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish guidelines for School traffic coordination and staggered student pick-up schedule. Therefore, this Agreement sets forth (i) the obligations and commitments of Legacy related to the employment of off-duty Glendale (or another municipality's) police officers to assist with traffic circulation and coordination for the first two weeks of Legacy School year 2016/2017, and (ii) the implementation of a staggered pick up.

2. **Definitions**

"Agreement" means this agreement between Glendale and Legacy.

"Applicable Law" means any and all Glendale, county, state, federal or other statutes, regulations, executive orders, ordinances, codes or other laws applicable to the design, construction, operation, maintenance and use of the School.

"Glendale" means the City of Glendale, Arizona, an Arizona municipal corporation.

"Maximum Enrollment" means the total number of students enrolled in the school on an average daily membership ("ADM") basis. The Maximum Enrollment at the School is one thousand two hundred eighty (1,280) students. (ADM enrollment is the number used by the State for funding purposes. ADM enrollment takes into account half-day students. For example, if one kindergarten student attends only during morning hours, and a different kindergarten student attends only during afternoon hours, the combined two (2) students would count as one (1) single enrolled student for ADM purposes.)

"Off-Duty Police" means a municipal law enforcement officer hired by Legacy.

"Party" and "Parties" mean Glendale and Legacy and their permitted successors and assigns.

"Property" means the real property described on Exhibit A.

"Stacking" means one or more vehicles intended to access the School for afternoon student pick up that are idling and waiting for any period of time in the through lanes of those portions of 67th Avenue or Thunderbird Road directly fronting or contiguous to the Property. This definition does not include the storage portion deceleration lane on either 67th Avenue or Thunderbird Road (i.e., it is acceptable for cars to idle and stack in the deceleration lanes). However, vehicles idling and waiting to access the School in the taper portion of the deceleration lanes on 67th Avenue or Thunderbird Road are considered as stacking in the through lanes, on the street as these vehicles will cause friction to the through lanes.

3. Agreements of Legacy.

3.1 Off-duty Police Assistance.

3.1.1 Legacy will employ at least one (1) Glendale (or another municipality's) Off-Duty police officer(s) to assist with traffic circulation and coordination for the first two weeks of the 2016/2017 School year (which commences on the first day all students are attending class).

3.1.2 Employment of Off-Duty Police officers by Legacy will be extended in increments of two weeks unless Stacking does not occur for five consecutive school days (as determined by Glendale and Legacy) during any two-week period.

3.2 Staggered Pick-up

3.2.1 Legacy will implement a 30-minute staggered afternoon student pick up for the 2016/2017 Legacy school year.

3.2.2 The staggered pick up time will be evaluated by Legacy and Glendale during the first two weeks of the 2016/2017 Legacy school year. If cars are not Stacking for five consecutive school days during the two-week period (as observed and determined by Glendale and Legacy), the 30-minute stagger is deemed sufficient for after-school pick-up operations and will continue for the remainder of the school year and all subsequent school years, assuming enrollment at the School does not exceed the Maximum Enrollment.

3.2.3 A 40-minute staggered schedule time will be implemented unless Stacking does not occur for five consecutive school days (as observed and determined by

Glendale and Legacy) during the two-week period following the initial two week period (in which the 30-minute stagger was in effect).

3.2.4 Before any change to a 40-minute schedule is made, representatives from Legacy and Glendale shall meet on-site at the end of the two-week period following the initial two week period to observe conditions together and mutually agree on the need for the revised schedule.

3.2.5 In the event the 40-minute schedule does not prevent Stacking from occurring on five consecutive school days in a two-week period (as determined by Glendale and Legacy), the School will either (1) increase the staggered schedule by five minutes, or (2) add a third stagger, or (3) add off-site queuing, or (4) employ an Off-duty Police Officer, or (5) reduce enrollment at the beginning of the following school year, or (6) implement some other solution to address the Stacking as mutually agreed by the School and Glendale. The School will continue to implement such solutions until no Stacking occurs for five consecutive school days in a two-week period (as determined by Glendale and Legacy). Legacy and School will implement the solution that prevents Stacking from occurring on five consecutive school days in a two-week period for the remainder of the 2016/2017 school year.

3.2.6 Each subsequent School year will commence with a 30-minute staggered pick up time and will follow the processes identified in Section 3.2 through 3.2.5. if additional measures or changes are required.

4. **Permits and Withholding Certificate of Occupancy**. The Parties acknowledge that construction documents for the School are being reviewed by the City, and if approved, will culminate in the issuance of building permits. In the event that permits are issued prior to the City Council adoption of this Agreement, the Parties mutually agree to withhold the Certificate of Occupancy for the School unless this Agreement is adopted by the Glendale City Council. The Parties also acknowledge and agree that Legacy and the School will not acquire any vested rights as a result of the issuance of building permits or any other permits related to this project prior to the adoption of this Agreement (if any) by the Glendale City Council.

5. **Default.**

5.1 **Default**. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement within the cure periods provided in this Section 5.1 after written notice thereof from the other Party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within thirty (30) days of delivery of written notice to the defaulting party, the non-defaulting Party shall have all rights and

remedies available at law or in equity (except as otherwise expressly limited herein); provided, however, if such default is non-monetary and cannot reasonably be cured within such thirty (30) days period, then the breaching party shall have such additional time to cure the default as is reasonably required so long as the breaching party is diligently acting to cure such default.

6. General:

6.1 **Waiver**. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Glendale or Legacy of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

6.2 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

6.3 **Exhibits and Recitals**. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this agreement are hereby acknowledged and incorporated herein and the parties hereby confirm the accuracy thereof.

6.4 **Further Acts**. Each of the Parties hereto shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

6.5 **Successors and Assigns**. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to A.R.S. § 9-500.05(D), except as provided below. Without limiting the foregoing, the Parties acknowledge and agree that Legacy may assign and delegate any or all of its rights and obligations hereunder.

6.6 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

6.7 **Amendment.** This Agreement may not be amended nor may any provision hereof be waived except by a written amendment executed by both Glendale and Legacy. Within ten (10) days after any approved amendment to this Agreement, such approved amendment shall be recorded in the Official Records of Maricopa County, Arizona.

6.8 **Order of Priority**. In the event of any conflict or inconsistency between the Applicable Rules and the provisions of this Agreement, the Applicable Rules shall have priority.

6.9 **Limited Severability**. The Parties each believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Rules. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable

(or is construed as requiring Glendale to do any act in violation of any Applicable Rules or other applicable legal requirement, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as was intended by the original provisions hereof, and the Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

6.10 **Captions**. The captions appearing herein are for convenience only, are not a part of this Agreement, and do not limit or amplify any terms or provisions herein. The terms and provisions hereof shall apply without regard to the number or gender of words and expressions used herein.

6.11 **Governing Law and Construction**. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. Any term or provision of this Agreement now or hereafter declared invalid or unenforceable under any law, order, ordinance or requirement of any governmental authority, whether now in force or enacted or promulgated in the future, or otherwise invalid, shall be deemed stricken from this Agreement to the extent of such invalidity or unenforceability, without impairing the validity of the remainder of this Agreement. This Agreement has been drafted and/or negotiated by each and all of the parties hereto and, therefore, any rules of construction, interpretation or the like, whether with respect to ambiguities or otherwise shall not be applied in favor of any party hereto.

6.12 **Attorneys' Fees**. Should litigation, or other form of formal conflict resolution, such as, but without limitation, mediation and arbitration, be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid to the prevailing Party. Nothing herein shall preclude nonbinding arbitration if the Parties so elect in the event of a dispute hereunder.

6.13 **Covenants Running With Land; Inurement**. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to such Property.

6.14 **Good Faith of Parties**. Except where any matter is expressly stated to be in the unfettered discretion of a Party, the Parties must act in good faith in all matters relating to the performance of this Agreement or in considering any requested extension of time or other matters, will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

6.15 **Notices**. All notices, demands and communications of any kind which either party to this Agreement may be required or desires to serve upon the other shall be in writing and served to the Glendale and to School by personal service or by leaving a copy of such notice, demand or communication at the appropriate address indicated below, whereupon such service shall be deemed complete, or by mailing a copy thereof by certified or

registered mail certified with return receipt requested and postage paid, such services to be deemed complete on the day of actual delivery as shown by the addressee's receipt or at the expiration of the third day after mailing, whichever first occurs. Either party may change its address from time to time by giving written notice to the other:

Glendale:	City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301 Attn: City Attorney
Legacy:	Legacy Traditional School – District Office 3201 S Gilbert Road Chandler, AZ 85286 Attn: Brandon Jones

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and at the place first written above.

Glendale:
By: _____
Its: _____
Date: _____

Legacy:
By: _____
Its: CEO
Date: December 23, 2015

Exhibit A Legal Description of Property

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION: LOT 1A

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST QUARTER OF SAID SECTION 7, FROM WHICH A BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER OF SAID SECTION 7 BEARS NORTH 01 DEGREES 02 MINUTES 10 SECONDS EAST, FOR A MEASURED DISTANCE OF 2620.09 FEET;

THENCE NORTH 01 DEGREES 02 MINUTES 10 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 335.13 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 17 SECONDS EAST, FOR A DISTANCE OF 65.01 FEET, TO A POINT 65.00 FEET EAST OF SAID WEST LINE, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 01 DEGREES 02 MINUTES 10 SECONDS EAST, PARALLEL WITH SAID WEST LINE, FOR A DISTANCE OF 629.96 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 18 SECONDS EAST, FOR A DISTANCE OF 565.13 FEET;

THENCE SOUTH 01 DEGREES 02 MINUTES 10 SECONDS WEST, PARALLEL WITH SAID WEST LINE, FOR A DISTANCE OF 900.08 FEET, TO A POINT 65.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7;

THENCE NORTH 89 DEGREES 57 MINUTES 18 SECONDS WEST, PARALLEL WITH SAID SOUTH LINE, FOR A DISTANCE OF 164.39 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 270.08 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 17 SECONDS WEST, FOR A DISTANCE OF 396.08 FEET, TO A POINT 65.00 FEET EAST OF SAID WEST LINE, SAID POINT BEING THE **POINT OF BEGINNING.**

MASTER STUDENT PLACEMENT AGREEMENT
Between
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, NORTHERN ARIZONA UNIVERSITY AND THE UNIVERSITY OF ARIZONA
and the
CITY OF GLENDALE

This Student Placement Agreement is entered into on this __ day of _____, 201_, ("Effective Date") between Arizona Board of Regents for and on behalf of Arizona State University, Northern Arizona University and the University of Arizona (collectively, the "University") and the City of Glendale, an Arizona municipal corporation (the "City").

1. DURATION.

The duration of this Agreement shall be for three (3) years, commencing on the Effective Date and expiring on the three-year anniversary date of the Effective Date. This Agreement may be renewed for two (2) additional one (1) year periods, by written agreement of the parties, for a maximum duration of five (5) years. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

2. GENERAL TERMS.

2.1 The purpose of this Agreement is to establish a relationship between the University and the City to enable an educational experience for students at City's site ("Field Experience") that may qualify for University academic credit as determined by University. The educational programs within each University ("Programs") are varied and administered by numerous colleges or departments within the University ("University Departments"). This Agreement is intended to allow participation of students who are studying in such Programs to obtain Field Experience, in accordance with the provisions of this Agreement. The parties agree that each party benefits from the mutual promises made herein by furthering the implementation of Field Experiences. This Agreement does not affect any existing student placement agreements currently in effect.

2.2 Designating Programs. Each University Department that desires to have a Program participate under this Agreement shall submit a signed and completed Program Participation Internship Form (attached as Exhibit A) to the City. Upon University's receipt of City's signed copy of such form, the parties agree that such Program through its corresponding University Department is participating under this Agreement.

2.3 Each University Department and the City will agree on a schedule for student participation at the City, including the length of field training.

2.4 The student's participation should complement the business activities of the City. Students will not be used in lieu of professional or staff personnel and will be under the supervision of a City employee.

2.5 Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the City.

2.6 Either the City or the University Department may require withdrawal or dismissal from participation in the Field Experience of any student whose performance record or conduct does not justify continuance.

2.7 Neither the University nor the City is obligated to provide for the student's transportation to and from the City or for health insurance for the student.

2.8 A meeting or telephone conference between representatives of the appropriate University Department and the City will occur at least once each semester to evaluate the educational program and review this Agreement.

2.9 To the extent not already agreed to by the parties in accordance with the Program Participation Internship Form, statements of performance objectives for this educational experience will be the joint responsibility of the appropriate University Department and City personnel.

3. **CITY'S OBLIGATIONS**.

3.1 City agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of University students participating under this Agreement. Depending on the number and types of University Departments and students, City may appoint multiple Educational Coordinators as appropriate.

3.2 City agrees to submit to the appropriate University Department an evaluation of each student's progress. The format for the evaluation, as well as the timing of its provision to University, is established by the University in consultation with the City.

3.3 INDEMNIFICATION: The City is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the City's employees and agents. The City is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the students, employees and agents of the University. University students are not deemed to be employees of City by virtue of this Agreement.

4. **UNIVERSITY'S OBLIGATIONS**.

4.1 As applicable, each University Department will provide an administrative framework, including designating a University faculty or other representatives, to coordinate scheduling, assist in advising students and provide course information and objectives to the extent such course information and objectives are deemed necessary and not specified in the Program Participation Form.

4.2 As applicable, each University Department will be responsible for developing and carrying out procedures for student selection and admission.

4.3 The University maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the City's employees and agents.

4.4 INDEMNIFICATION: University shall be responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the University's employees and agents. The University is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the City. University students are not deemed to be employees of City by virtue of this Agreement. University is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and A.R.S. §§ 35-154 and 41-621. Therefore, notwithstanding any other provision of this Contract to the contrary, University's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of University.

5. **STATE OF ARIZONA PROVISIONS**.

5.1 Non-discrimination. University agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. University will require any Sub-contractor to be bound to the same requirements as states within this section. Univeristy, and on behalf of any subcontractors, warrants compliance with this section.

5.2 Conflict of Interest. In accordance with Arizona Revised Statutes ("A.R.S.") § 38-511, University may cancel this Contract within three years after the execution of this Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of University, at any time while this Contract or any extension thereof is in effect, is an employee or agent of any other party to this Contract in any capacity or a consultant to any other party with respect to the subject matter of this Contract

5.3 Notice of Arbitration Statutes. In the event of litigation, as required by A.R.S. § 12-1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

5.4 Failure of Legislature to Appropriate. In accordance with A.R.S. § 35-154, if University's or City's performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University or City may provide written notice of this to City and cancel this Contract without further obligation of University or City. Appropriation is a legislative act and is beyond the control of University or City.

5.5 University Names and Marks. City will not use any names, service marks, trademarks,

trade names, logos, or other identifying names, domain names, or identifying marks of University (the "University Marks"), without in each case, the prior written consent of University. City's use of any University Marks must comply with University's requirements including using the ® indication of a registered trademark where applicable.

5.6 Student Educational Records. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). City will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from University or as otherwise provided by law. If this Contract contains a scope of work or any provision that requires or permits City to access or release any student records, then, for purposes of this Contract only, University hereby designates City as a "school official" for University under FERPA, as that term is used in FERPA and its implementing regulations. As such, City will comply with FERPA and will not make any disclosures of University students' educational records to third parties without prior notice to, and consent from, University or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by City or its employees and agents must comply with University's definition of legitimate educational purpose, which definition can be found at: SSM 107-01: Release of Student Information (http://www.asu.edu/aad/manuals/ssm/ssm107-01.html). If City violates the terms of this section, City will immediately provide notice of the violation to University.

6. Notice

All notices or other communications by either party to the other hereunder shall be in writing and shall be deemed properly delivered (i) when received by the party; or (ii) three (3) days after deposit in the United States mail of such notice or communication to the parties entitled thereto, registered or certified mail, postage repaid, to the parties at the following address:

If to Glendale:

Human Resources Director
City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301

If to University (as applicable):

Office of the Provost
Arizona State University
300 E. University Drive.
PO Box 877805
Tempe, AZ 85287-7805

With a copy to:

City Attorney
City of Glendale
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301

Northern Arizona State University
Attn: Mary Damskey MSW ACSW
Box 15300 SBS
Flagstaff, AZ 86011

University of Arizona
Office of the Provost
1401 E. University Blvd.
Administration Bldg 512
P.O. Box 210066
Tucson, AZ 85721-0066

7. **MISCELLANEOUS**.

7.1 Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

7.2 This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Notwithstanding the above, this Agreement does not replace, supersede or affect any existing student placement agreements currently in effect. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

7.3 The individual signing on behalf of City hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of City and that this Agreement is binding upon City in accordance with its terms.

7.4 The University and City have registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program. The University and City warrant compliance with all federal immigration laws and understand that any breach of this warranty subjects the breaching party to penalties, including termination of this Agreement. The University and City have the right to inspect the papers of the other party's employees participating in this Agreement to ensure compliance with this paragraph.

7.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7.6 Nothing in this Agreement shall create any third-party beneficiary rights.

7.7 Severability. In the event that any court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement, other than those held to be invalid or unenforceable, shall be valid and enforceable to the fullest extent by law.

"University":

THE ARIZONA BOARD OF REGENTS
acting for and on behalf of
ARIZONA STATE UNIVERSITY

By: _____

Mark S. Searle

Title: University Provost

THE ARIZONA BOARD OF REGENTS
acting for and on behalf of
NORTHERN ARIZONA UNIVERSITY

By: _____

Rita Cheng

Title: President

THE ARIZONA BOARD OF REGENTS
acting for and on behalf of
UNIVERSITY OF ARIZONA

By: _____

ANDREW C. COMRIE

Title: SVP ACADEMIC AFFAIRS + PROVOST

"City":

CITY OF GLENDALE, an Arizona municipal corporation

_____

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)
APPROVED AS TO FORM:

_____

Michael Bailey, City Attorney

EXHIBIT A
_____ and City of Glendale Master Student Placement Agreement
University Program Participation Internship Form

In accordance with Section 2.2 of the Master Student Placement Agreement ("Agreement"), the following Program as further described below shall be a participating program to the Agreement:

1. Program:

   (Description)

2. Field Experience Description/Term:

   (Description)

3. Field Experience Purpose:

   (Description)

4. Program Contact:

   (Description)

THE CITY OF GLENDALE	_____
By: _____ Name _____ Title _____ Date	By: _____ Name _____ Title _____ Date

File #: 15-845, **Version:** 1

RESOLUTION 5060: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY HUMAN SERVICES DEPARTMENT FOR FY 15-16 HOME INVESTMENT PARTNERSHIPS PROGRAM

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department as the lead agency for the Maricopa HOME Consortium. This is an annual agreement, required by the U. S. Department of Housing and Urban Development (HUD), and if approved, will allow Glendale to utilize $469,146 from the HOME Investment Partnerships Program (HOME) for Fiscal Year (FY) 2015-2016.

Background

The Maricopa HOME Consortium was established in 1993, for the purpose of receiving HOME funds from HUD. HOME funds are used by Glendale to address housing-related needs, such as housing rehabilitation, replacement housing and new infill construction for qualified homeowners. Current HOME Consortium members include Maricopa County, as the lead agency, the cities of Chandler, Glendale, Surprise, Avondale, Peoria, Scottsdale, and Tempe, and the Town of Gilbert. Membership in the HOME Consortium has resulted in Glendale having been allocated $13,553,751 in federal HOME funds since 1993.

This IGA will allow Glendale to provide housing rehabilitation services to Glendale homeowners and to partner with agencies such as Habitat for Humanity to address infill housing needs in our neighborhoods.

Analysis

HOME funds are provided by HUD to help address identified community needs in the area of housing. The HOME program is designed to assist families and individuals who are low-to-moderate income. Since becoming a member in 1993, the City has used over $13.5 million in federal HOME funds to rehabilitate over 205 qualified properties; administer down payment assistance programs; and construct 162 new, quality, infill housing units with non-profit agencies such as Habitat for Humanity. As a part of its membership, the Maricopa HOME Consortium assists the city and acts as the lead agency by providing administrative oversight when reporting and monitoring all program activity to the Federal Government and encourages regional dialogue among member cities to ensure best practices are being implemented.

Previous Related Council Action

At the January 11, 2005, City Council meeting, Resolution No. 3856 was approved authorizing the execution of

a new three year IGA with the Maricopa HOME Consortium for federal fiscal years 2006 through 2008. Since then, the IGA has been renewed three times for additional multi-year terms.

On May 12, 2015, Council approved funding the Community Development Advisory Committee's (CDAC) recommendations for the FY 15-16 Annual Action Plan, which determines the city's community needs and the priorities to be used in formulating recommendations. These recommendations were part of an extensive public process and utilized Council priorities that are supported by Glendale's Five-Year Consolidated Plan for Fiscal Years 2015 through 2019. The use of $469,146 in Glendale for new infill housing and eligible home rehabilitation projects was approved as a part of this Annual Action Plan for FY 15-16. The City Council has taken similar action in each of the previous funding years of the HOME program.

Community Benefit/Public Involvement

The objective of the HOME program is to expand the supply of decent, safe, sanitary, and affordable housing for low-to-moderate income households. This program has supported numerous activities that have assisted hundreds of Glendale residents and has been supported by the 11-member CDAC every year since the start of the program in 1993.

Budget and Financial Impacts

HOME funds are received by Glendale as a member of the Maricopa HOME Consortium and are budgeted annually through the city's budget process. The amount the city receives is based on the amount of congressional funding allocated and a formula that HUD applies using a variety of factors that include population, housing conditions, and others, such as foreclosure rates.

The HOME program requires a 25% match from non-federal funds. For FY 15-16 HOME projects administered by the city, an annual match allocation of $31,888 is budgeted in the Community Revitalization Division for this match. Outside agencies (i.e. - Habitat for Humanity) that apply and are awarded HOME funds through the annual City application and review process are required to provide their own 25% matching funds.

Cost	Fund-Department-Account
$469,146	1300-30001-618200 - HOME Investment Partnership Program
$31,888	1000-15010-518200 - Home Grant Match

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

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RESOLUTION NO. 5059 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A DEVELOPMENT AGREEMENT WITH LEGACY TRADITIONAL SCHOOL - GLENDALE; AND DIRECTING THAT THE CITY CLERK RECORD ANY AND ALL NECESSARY DOCUMENTS.

WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreement with persons having an interest in real property located outside the incorporated area of the municipality.

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 a Development Agreement with Legacy Traditional School – Glendale to construct and operate a charter school on certain property located at the northeast corner of 67th Avenue and Thunderbird Road be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor, City Manager or designee, and the City Clerk be authorized and directed to execute and deliver any and all necessary documents to effectuate said agreement on behalf of the City of Glendale.

SECTION 3. That the City Clerk is hereby directed to forward the Development Agreement for recording to the Maricopa County Recorder's Office within ten (10) days after the execution thereof.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
d_dev_legacy.doc

RESOLUTION NO. 5060 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT FOR SERVICES WITH MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, FOR THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM.

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 with Maricopa County, administered by its Human Services Department, for the HOME Investment Partnerships (HOME) Program be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk by authorized and directed to execute and deliver any and all documents necessary to effectuate said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

iga_comm_home.doc

Development Agreement

BY THIS DEVELOPMENT AGREEMENT (the "Agreement") entered into as of this _____ day of _____, 2016, City of Glendale, an Arizona municipality ("Glendale") and Legacy Traditional School - Glendale, an Arizona non-profit corporation ("Legacy") agree as follows:

RECITALS

A. Legacy desires to construct and operate a charter school (the "School") on certain property located at the northeast corner of 67th Avenue and Thunderbird Road in the City of Glendale (the "Property");

B. Legacy agrees to implement certain operational measures to provide safe and efficient traffic coordination for the School.

NOW, THEREFORE, for and in consideration of the above recitals, which by this reference are incorporated herein and form part of this Agreement, and of the representations, mutual promises and agreements set forth herein, the Parties state, confirm, and agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish guidelines for School traffic coordination and staggered student pick-up schedule. Therefore, this Agreement sets forth (i) the obligations and commitments of Legacy related to the employment of off-duty Glendale (or another municipality's) police officers to assist with traffic circulation and coordination for the first two weeks of Legacy School year 2016/2017, and (ii) the implementation of a staggered pick up.

2. **Definitions**

"Agreement" means this agreement between Glendale and Legacy.

"Applicable Law" means any and all Glendale, county, state, federal or other statutes, regulations, executive orders, ordinances, codes or other laws applicable to the design, construction, operation, maintenance and use of the School.

"Glendale" means the City of Glendale, Arizona, an Arizona municipal corporation.

"Maximum Enrollment" means the total number of students enrolled in the school on an average daily membership ("ADM") basis. The Maximum Enrollment at the School is one thousand two hundred eighty (1,280) students. (ADM enrollment is the number used by the State for funding purposes. ADM enrollment takes into account half-day students. For example, if one kindergarten student attends only during morning hours, and a different kindergarten student attends only during afternoon hours, the combined two (2) students would count as one (1) single enrolled student for ADM purposes.)

"Off-Duty Police" means a municipal law enforcement officer hired by Legacy.

"Party" and "Parties" mean Glendale and Legacy and their permitted successors and assigns.

"Property" means the real property described on Exhibit A.

"Stacking" means one or more vehicles intended to access the School for afternoon student pick up that are idling and waiting for any period of time in the through lanes of those portions of 67th Avenue or Thunderbird Road directly fronting or contiguous to the Property. This definition does not include the storage portion deceleration lane on either 67th Avenue or Thunderbird Road (i.e., it is acceptable for cars to idle and stack in the deceleration lanes). However, vehicles idling and waiting to access the School in the taper portion of the deceleration lanes on 67th Avenue or Thunderbird Road are considered as stacking in the through lanes, on the street as these vehicles will cause friction to the through lanes.

3. Agreements of Legacy.

3.1 Off-duty Police Assistance.

3.1.1 Legacy will employ at least one (1) Glendale (or another municipality's) Off-Duty police officer(s) to assist with traffic circulation and coordination for the first two weeks of the 2016/2017 School year (which commences on the first day all students are attending class).

3.1.2 Employment of Off-Duty Police officers by Legacy will be extended in increments of two weeks unless Stacking does not occur for five consecutive school days (as determined by Glendale and Legacy) during any two-week period.

3.2 Staggered Pick-up

3.2.1 Legacy will implement a 30-minute staggered afternoon student pick up for the 2016/2017 Legacy school year.

3.2.2 The staggered pick up time will be evaluated by Legacy and Glendale during the first two weeks of the 2016/2017 Legacy school year. If cars are not Stacking for five consecutive school days during the two-week period (as observed and determined by Glendale and Legacy), the 30-minute stagger is deemed sufficient for after-school pick-up operations and will continue for the remainder of the school year and all subsequent school years, assuming enrollment at the School does not exceed the Maximum Enrollment.

3.2.3 A 40-minute staggered schedule time will be implemented unless Stacking does not occur for five consecutive school days (as observed and determined by

Glendale and Legacy) during the two-week period following the initial two week period (in which the 30-minute stagger was in effect).

3.2.4 Before any change to a 40-minute schedule is made, representatives from Legacy and Glendale shall meet on-site at the end of the two-week period following the initial two week period to observe conditions together and mutually agree on the need for the revised schedule.

3.2.5 In the event the 40-minute schedule does not prevent Stacking from occurring on five consecutive school days in a two-week period (as determined by Glendale and Legacy), the School will either (1) increase the staggered schedule by five minutes, or (2) add a third stagger, or (3) add off-site queuing, or (4) employ an Off-duty Police Officer, or (5) reduce enrollment at the beginning of the following school year, or (6) implement some other solution to address the Stacking as mutually agreed by the School and Glendale. The School will continue to implement such solutions until no Stacking occurs for five consecutive school days in a two-week period (as determined by Glendale and Legacy). Legacy and School will implement the solution that prevents Stacking from occurring on five consecutive school days in a two-week period for the remainder of the 2016/2017 school year.

3.2.6 Each subsequent School year will commence with a 30-minute staggered pick up time and will follow the processes identified in Section 3.2 through 3.2.5. if additional measures or changes are required.

4. **Permits and Withholding Certificate of Occupancy**. The Parties acknowledge that construction documents for the School are being reviewed by the City, and if approved, will culminate in the issuance of building permits. In the event that permits are issued prior to the City Council adoption of this Agreement, the Parties mutually agree to withhold the Certificate of Occupancy for the School unless this Agreement is adopted by the Glendale City Council. The Parties also acknowledge and agree that Legacy and the School will not acquire any vested rights as a result of the issuance of building permits or any other permits related to this project prior to the adoption of this Agreement (if any) by the Glendale City Council.

5. **Default.**

5.1 **Default**. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement within the cure periods provided in this Section 5.1 after written notice thereof from the other Party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within thirty (30) days of delivery of written notice to the defaulting party, the non-defaulting Party shall have all rights and

remedies available at law or in equity (except as otherwise expressly limited herein); provided, however, if such default is non-monetary and cannot reasonably be cured within such thirty (30) days period, then the breaching party shall have such additional time to cure the default as is reasonably required so long as the breaching party is diligently acting to cure such default.

6. General:

6.1 **Waiver**. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Glendale or Legacy of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

6.2 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

6.3 **Exhibits and Recitals**. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this agreement are hereby acknowledged and incorporated herein and the parties hereby confirm the accuracy thereof.

6.4 **Further Acts**. Each of the Parties hereto shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

6.5 **Successors and Assigns**. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to A.R.S. § 9-500.05(D), except as provided below. Without limiting the foregoing, the Parties acknowledge and agree that Legacy may assign and delegate any or all of its rights and obligations hereunder.

6.6 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

6.7 **Amendment.** This Agreement may not be amended nor may any provision hereof be waived except by a written amendment executed by both Glendale and Legacy. Within ten (10) days after any approved amendment to this Agreement, such approved amendment shall be recorded in the Official Records of Maricopa County, Arizona.

6.8 **Order of Priority**. In the event of any conflict or inconsistency between the Applicable Rules and the provisions of this Agreement, the Applicable Rules shall have priority.

6.9 **Limited Severability**. The Parties each believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Rules. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable

(or is construed as requiring Glendale to do any act in violation of any Applicable Rules or other applicable legal requirement, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as was intended by the original provisions hereof, and the Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

6.10 **Captions**. The captions appearing herein are for convenience only, are not a part of this Agreement, and do not limit or amplify any terms or provisions herein. The terms and provisions hereof shall apply without regard to the number or gender of words and expressions used herein.

6.11 **Governing Law and Construction**. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. Any term or provision of this Agreement now or hereafter declared invalid or unenforceable under any law, order, ordinance or requirement of any governmental authority, whether now in force or enacted or promulgated in the future, or otherwise invalid, shall be deemed stricken from this Agreement to the extent of such invalidity or unenforceability, without impairing the validity of the remainder of this Agreement. This Agreement has been drafted and/or negotiated by each and all of the parties hereto and, therefore, any rules of construction, interpretation or the like, whether with respect to ambiguities or otherwise shall not be applied in favor of any party hereto.

6.12 **Attorneys' Fees**. Should litigation, or other form of formal conflict resolution, such as, but without limitation, mediation and arbitration, be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid to the prevailing Party. Nothing herein shall preclude nonbinding arbitration if the Parties so elect in the event of a dispute hereunder.

6.13 **Covenants Running With Land; Inurement**. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to such Property.

6.14 **Good Faith of Parties**. Except where any matter is expressly stated to be in the unfettered discretion of a Party, the Parties must act in good faith in all matters relating to the performance of this Agreement or in considering any requested extension of time or other matters, will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

6.15 **Notices**. All notices, demands and communications of any kind which either party to this Agreement may be required or desires to serve upon the other shall be in writing and served to the Glendale and to School by personal service or by leaving a copy of such notice, demand or communication at the appropriate address indicated below, whereupon such service shall be deemed complete, or by mailing a copy thereof by certified or

registered mail certified with return receipt requested and postage paid, such services to be deemed complete on the day of actual delivery as shown by the addressee's receipt or at the expiration of the third day after mailing, whichever first occurs. Either party may change its address from time to time by giving written notice to the other:

Glendale:	City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301 Attn: City Attorney
Legacy:	Legacy Traditional School – District Office 3201 S Gilbert Road Chandler, AZ 85286 Attn: Brandon Jones

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and at the place first written above.

Glendale:
By: _____
Its: _____
Date: _____

Legacy:
By: _____
Its: CEO
Date: December 23, 2015

Exhibit A Legal Description of Property

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION: LOT 1A

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST QUARTER OF SAID SECTION 7, FROM WHICH A BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER OF SAID SECTION 7 BEARS NORTH 01 DEGREES 02 MINUTES 10 SECONDS EAST, FOR A MEASURED DISTANCE OF 2620.09 FEET;

THENCE NORTH 01 DEGREES 02 MINUTES 10 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 335.13 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 17 SECONDS EAST, FOR A DISTANCE OF 65.01 FEET, TO A POINT 65.00 FEET EAST OF SAID WEST LINE, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 01 DEGREES 02 MINUTES 10 SECONDS EAST, PARALLEL WITH SAID WEST LINE, FOR A DISTANCE OF 629.96 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 18 SECONDS EAST, FOR A DISTANCE OF 565.13 FEET;

THENCE SOUTH 01 DEGREES 02 MINUTES 10 SECONDS WEST, PARALLEL WITH SAID WEST LINE, FOR A DISTANCE OF 900.08 FEET, TO A POINT 65.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7;

THENCE NORTH 89 DEGREES 57 MINUTES 18 SECONDS WEST, PARALLEL WITH SAID SOUTH LINE, FOR A DISTANCE OF 164.39 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 270.08 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 17 SECONDS WEST, FOR A DISTANCE OF 396.08 FEET, TO A POINT 65.00 FEET EAST OF SAID WEST LINE, SAID POINT BEING THE **POINT OF BEGINNING.**

INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF GLENDALE

Contract Amount: $469,146
Contract Start Date: July 1, 2015
Contract Termination Date: 24 months from date fully executed
Contract Number: _____
Program Number:
CFDA Number: 14.239, HOME Investment Partnerships Program
DUNS Number:07-752-3579

Maricopa County (County) shall provide financial reimbursement in an Agreement amount up to Four Hundred Sixty-Nine Thousand One Hundred Forty-Six dollars ($469,146) subject to the terms of this Agreement and availability of funds. This Agreement amount constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

This Agreement is entered into by and between the City of Glendale, a member of the HOME Consortium (hereinafter referred to as the "City and/or "Subrecipient"), and Maricopa County, administered by its Human Services Department, (hereinafter referred to as the "County" or "Lead Agency"). The Subrecipient and County are collectively referred to herein as the "Parties" and individually as a "Party."

The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I – General Provisions – Contain uniform administrative requirements applicable to both Parties participating in the HOME Investment Partnerships (HOME) Program, which include, but are not limited to, definitions; non-discrimination and equal opportunity requirements; disclosure and retention requirements; and debarment, suspension, or ineligibility exclusions.

Section II – Special Provisions – Provides specific programmatic requirements upon the Subrecipient that are established by the HOME Program and applicable HUD regulations. This includes, but is not limited to, disposition of program income; financial record management; reporting requirements; and Subrecipient certifications.

Section III – Work Statement – The section contains, but is not limited to, a narrative of the project; a list of the tasks to be performed; established goals; performance measures; scheduling; budget; planned expenditures of income.

Section IV – Compensation – Contains provisions relating to compensation for Subrecipient, method of payment, terms of reimbursement, conditions-prior to the release of funds.

Section V – Forms – Contains the Request For Reimbursement Form; Maximum Subsidy Limits for Rental 221 (d) 3 Limits; Monthly Summary of Program Income and Recaptured Funds; HOME Funds Match Certification Form.

SUBRECIPIENT Representative:	Gilbert Lopez	Phone:	623-930-3670
Title:	Community Revitalization Administrator	Email:	GLopez@GlendaleAz.com
		Address:	5850 W. Glendale Ave, Suite 107 Glendale, AZ 85301
MARICOPA COUNTY (LEAD AGENCY)			
Representative:	Amy Jacobson	Phone:	602-372-1528
Title:	Community Development Assistant Director	Email:	jacobsona@mail.maricopa.gov
		Address:	234 N. Central Avenue, 3rd Floor, Phoenix, AZ 85004

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and returned receipt requested, to the persons at the addresses set forth above and shall be effective three (3) days after being mailed unless otherwise indicated in the notice.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, County, or the Subrecipient in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
CITY OF GLENDALE, SUBRECIPIENT

_____
Authorized Signature

_____
Date

Attested to:

_____
City/Town Clerk

_____
Date

Approved By:
MARICOPA COUNTY (LEAD AGENCY)

_____
Chairman, Board of Supervisors

_____
Date

Attested to:

_____
Fran McCarroll, Clerk of the Board

_____
Date

IN ACCORDANCE WITH A.R.S. §§ 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR SUBRECIPIENT ON BEHALF OF SUBRECIPIENT, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

_____
Attorney for the Subrecipient Date

APPROVED AS TO FORM:

_____
Deputy County Attorney Date

SECTION I

GENERAL PROVISIONS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing herein shall operate to increase the Operating Budget without a written amendment thereto.

B. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

1. **Agreement** means this Contract for Services, which includes the General Provision, Special Provisions, Work Statement, Compensation, and all applicable attachments, exhibits, appendix, and any laws, rules, or regulations incorporated by reference.
2. **Annual Action Plan** means the annual plan submitted by the County as the lead agency of the Maricopa HOME Consortium that describes the Consortium's annual program goals.
3. **Assistant Director** means the Director of the Community Development Division within the Human Services Department.
4. **Beneficiary** means a person or household that meets the income requirements of 24 CFR 92.203 subject to the restriction on assistance to students enrolled in an institution of higher education, as described in 24 CFR 5.612.
5. **Board of Supervisors (BOS)** means the Maricopa County Board of Supervisors.
6. **Commitment** means an executed legally binding written agreement with a Subrecipient or a contractor to use a specific amount of HOME funds to produce affordable housing, provide down-payment assistance or tenant based rental assistance. An agreement between the representative unit and a member unit of general local government of the Consortium does not constitute a commitment as described in 24 CFR Part 92.2(1) and (2).
7. **Contract Administrator** means the person administering this Agreement on behalf of the Department.
8. **County** means Maricopa County by and through its Human Services Department and the Lead Agency of the Maricopa HOME Consortium.
9. **Contractor/Subcontractor** means a non-profit or for-profit organization carrying out HOME related project activities as described in the written agreement between the City and the Developer.
10. **Director** means the Director of the Maricopa County Human Services Department.
11. **Division** means the Community Development Division of the Human Services Department.
12. **Fidelity Bond** means a bond to indemnify the Subrecipient against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.
13. **Five Year Consolidated Plan** means the HUD required Consolidated Plan submitted by the County as the lead agency for the Maricopa HOME Consortium.
14. **HOME** means HOME Investment Partnerships Program
15. **HUD** means U.S. Department of Housing and Urban Development
16. **Juvenile** means any person under the age of eighteen (18).
17. **Lead Agency** means Maricopa County administered by the Human Services Department, community Development Division. The lead agency is designated per the Intergovernmental Agreement authorized and adopted by the HOME Consortium members' legislative bodies.
18. **Maricopa HOME Consortium** means jurisdictions that participate in the Three-Year Cooperative Consortium Agreement.
19. **Maricopa HOME Consortium Current Practices Manual,** also referred to as "Current Practices Manual", is the administrative manual adopted by the Maricopa HOME Consortium.
20. **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law 95-507.

21. **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.
22. **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.
23. **Performance Bond** means a bond executed to secure fulfillment of all of the Subrecipient's obligations under this Agreement.
24. **Program** means HOME Subrecipient's receive funds to carry out programs (e.g., down payment assistance, homeowner rehabilitation, or tenant-based rental assistance programs, etc.), and not to undertake specific projects. (Entities that carry out projects are generally owners, developers, or sponsors.) The Work Statement included herein describes the Subrecipient programs to be administered.
25. **Project Coordinator** means the liaison between the Department and the Subrecipient that is responsible for contract monitoring and technical assistance.
26. **Projects** means rehabilitation or new construction (with or without acquisition) as described in a legally binding agreement between the HOME Subrecipient and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction and/or rehabilitation schedule has been established, and underwriting has been completed and otherwise complies with CFR Part 92.2(2) and 92.2 (A) and (B).
27. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
28. **Subcontract** means any contract entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
29. **Subrecipient** means a public agency administering all requirements of the HOME program and is the member unit of a general local government, person, firm or organization listed on the Cover Page of this Agreement.
30. **Vendor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
31. **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

C. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
2. The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
3. The Subrecipient is independent in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
4. Subrecipient shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in Subrecipient's organization or with which Subrecipient (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval therefore.
5. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

D. ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the County within 30 days of receipt unless Subrecipient received a written waiver of this requirement by the County.

E. AMENDMENTS

All Amendments to this Agreement shall be in writing, signed by authorized signers for both Parties, and be requested to the County no later than ninety (90) days prior to Agreement expiration.

F. ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the Contract Administrator. Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the County agrees otherwise.

G. AVAILABILITY OF FUNDS

1. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are actually available to the County for disbursement. The Director shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Subrecipient fully informed as to the availability of funds.
2. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

H. BUDGET ADJUSTMENTS

Subrecipient must receive prior written approval from the County to move funds from one Budget Activity Line Item to another. Budget adjustments that do not change the Agreement Amount may be documented by an Amendment signed by the Director and the Subrecipient's Representative. If the County agrees to the budget adjustments that increase the Agreement Amount, the County shall follow section E of this Agreement to amend this Agreement. Any requests for reasonable budget adjustments must be submitted ninety (90) days prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by appropriate documentation. The Subrecipient shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to the County within 30 days of receipt. The Subrecipient must also return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

I. DISPUTES

1. Except as may otherwise be provided for in this agreement, any dispute arising out of this agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process.
2. Notice of the specific grounds of a dispute shall be in writing and filed with the Contract Administrator, if one has been appointed, or, if not, with the County Procurement Officer within ten (10) working days from the date Contractor knew or should have known of the basis of the dispute. The Contract Administrator or County Procurement Officer, as applicable, shall respond

in writing to Contractor within fourteen (14) working days. The decision of the Contract Administrator or County Procurement Officer shall be final and conclusive unless, within seven (7) working days from the date Contractor is served with the decision, Contractor files a written notice of appeal with the County's Chief Procurement Officer, who shall provide Contractor with a written response within fourteen (14) working days following receipt of Contractor's notice of appeal. The decision of the County's Chief Procurement Officer shall be final and not appealable.

3. Pending a final decision of the County's Chief Procurement Officer, the Contractor shall proceed diligently with its performance of this agreement in accordance with the Contract Administrator or County Procurement Officer's decision.

J. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

1. Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
2. This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services with the specified time frame.
3. Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
   a. Nonperformance of any obligations required by this Agreement.
   b. Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
   c. Unauthorized expenditure of funds.
   d. Violation of the applicable affordability period.
   e. Improper disposition of resale or recapture proceeds.
   f. Improper disposition of program income.
   g. Noncompliance with applicable financial record requirements, accounting principles, or standards established by 2 CFR 200*et seq*.
   h. Noncompliance with recordkeeping, record retention, or reporting requirements.
4. Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
   a. All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
   b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
   c. Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.
   d. Wavier of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

5. The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, contractors, or subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

K. TERMINATION

1. Pursuant to A.R.S. §38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of the Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County from any other party to the Agreement arising as the result of the Agreement
2. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and returned receipt requested to the persons at the addresses set forth on Page Two of this Agreement.
3. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
4. The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or Subrecipient's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.
5. In accordance with 2 CFR 200 *et seq*, County may suspend or terminate this Agreement if Subrecipient violates any term or condition of this Agreement or if Subrecipient fails to maintain a good faith effort to carry out the purpose of this Agreement.
6. County or Subrecipient may terminate this Agreement for convenience in accordance with 2 CFR § 200. Both Parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.

L. SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void or illegal by a court shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

M. STRICT COMPLIANCE

The County's acceptance of Subrecipient's performance that is not in strict compliance with the terms hereof shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

N. NON-LIABILITY

The County, its officers, representatives, agents and employees shall not be liable for any act or omission by the Subrecipient or Vendor or any officer, representative, agent or employee of Subrecipient or Vendor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or

contracts made by the Subrecipient, Vendor or any officer, representative, agent and employee of Subrecipient or Vendor, in connection with this Agreement.

O. INDEMNIFICATION

To the extent permitted by law, the Subrecipient shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless the State of Arizona and Maricopa County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient and any of its Subcontractors, or any of the directors, officers, agents, or employees of Subrecipient and any of its Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Subrecipient or any of its Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient and any of its Subcontractors from and against any and all claims. It is agreed that the Subrecipient and any of its Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

P. TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with State and federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

Q. SINGLE AUDIT ACT REQUIREMENTS

Subrecipient in receipt of federal funds through the County are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). Subrecipient shall comply with 2 CFR 200 Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. Subrecipient shall take corrective actions within six (6) months of the date of receipt of the reports. The County shall consider sanctions as described in 2 CFR 200.505 for Subrecipient's not in compliance with the audit requirements.

R. AUDIT DISALLOWANCES

1. The Subrecipient shall, upon written notice thereof, reimburse the County for any payments made under this Agreement that are disallowed by a federal, State or County audit in the amount of the disallowance, as well as court costs and attorney's fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
2. If the County determines that a cost for which payment has been made is a disallowed cost, the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

S. STAFF AND VOLUNTEER TRAINING

The Lead Agency may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

T. CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

U. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

V. RELIGIOUS ACTIVITIES

The Subrecipient agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

W. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Subrecipient under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

X. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

Y. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. Subrecipient and its agents shall safeguard the confidentiality of this information, just as Subrecipient would safeguard its own confidential information. Subrecipient shall include a clause to this effect in all Subcontracts.

Z. RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

AA. COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

BB. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

CC. AGREEMENT COMPLIANCE MONITORING

The Lead Agency will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the Lead Agency at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the Lead Agency for inspection and copying.

DD. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. The Subrecipient shall, during the term of this Agreement, immediately inform the Contract Administrator in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.
2. The Contract Administrator may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of such other agreement or grant, when in the opinion of the Contract Administrator the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
3. If the Contract Administrator determines that the award to the Subrecipient of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, the Contract Administrator will prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section contained herein.

EE. MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*) by law, regulation or Executive Order 13658.

FF. RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County, Maricopa County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

GG. INSURANCE

1. Subrecipient, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be

purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

2. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Agreement.
3. Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
4. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.
5. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
6. County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of County's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
7. The insurance policies required by this Agreement, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
8. The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Subrecipient's work or service.
9. The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
10. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
11. **Commercial General Liability:**
    a. Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
12. **Workers' Compensation:**
    a. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.
    b. Subrecipient waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the

Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this Agreement.

13. **Sexual Molestation And Physical Abuse:**
    a. When services involve working with these groups of individuals, the insurance requirements in the Agreement need to be revised to include coverage for "sexual molestation and physical abuse". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, Subrecipient whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.
14. **Commercial General Liability – Occurrence Form:**
    Policy shall include bodily injury, property damage and broad form contractual liability coverage.
15. **The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.**
16. The policy shall be endorsed to include the following additional insured language: "(Maricopa County), its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Subrecipient".

Minimum Limits:

General Aggregate	$4,000,000
Each Occurrence Limit	$2,000,000
Sexual Abuse/Molestation	$2,000,000

17. **Certificates of Insurance:**
    a. Upon Agreement execution**,** Subrecipient shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.
    b. Prior to commencing work or services under this Agreement, Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE SUBRECIPIENT AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF AGREEMENT.
    c. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual Certificates of Insurance.
    d. If a policy does expire during the life of the Agreement, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.
18. **Cancellation and Expiration Notice:**
    a. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
    b. If the Subrecipient provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Subrecipient shall carry minimum liability coverage of $2,000,000 each occurrence and provide the County with proof of coverage.
19. **Subcontractors**:

Subrecipient's certificate(s) shall include all subcontractors as insureds under its policies or Subrecipient shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

20. **Approval:**
Any modification or variation from the insurance requirements in any Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

21. **Exceptions:**
In the event the Subrecipient or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

HH. BONDING

1. The Subrecipient shall not receive any initial reimbursements under this Agreement in an amount greater than the Subrecipient's bonding limit. Subrecipient shall provide the Assistant Director with documentation of required bonding.
2. Subrecipient shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.
3. Bonding requirements shall prevail throughout the term of this Agreement.

II. GRIEVANCE PROCEDURE

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the Subrecipient's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

JJ. NONDISCRIMINATION

The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, US Military veteran status or disability. The Subrecipient shall include this clause in all of its Subcontracts.

KK. EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and Executive Orders 11375 amending Executive Order 11246 and implementing regulations at 41 CFR part 60, as well as, Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

LL. DISABILITY REQUIREMENTS

Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

MM. FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable State and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

NN. RETENTION OF RECORDS

1. This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Subrecipient that are related to this Agreement.
2. The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of any and all of the records.

OO. ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, the Subrecipient shall reimburse the County for the services not supported and documented.

PP. COMPETITIVE BID REQUIREMENTS

1. Equipment

   If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

   a. Procurements in excess of $300, but less than $1,000, require oral price quotations from two or more vendors. The Subrecipient shall keep and maintain a record of the vendors' verbal quotations. The Subrecipient's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
   b. Procurements exceeding an aggregate amount of $1,000 must be approved by the County. At least three (3) bidders shall be solicited to submit written quotations. The Subrecipient shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2. Supplies

   If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than $300, unless the Subrecipient obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.

3. Minority, Women and Small Business Enterprises
   The Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.
4. Bidding Procedures
   If the Subrecipient is a Public Agency, the Subrecipient's own bidding procedures shall govern.
5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

QQ. PROPERTY

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the County, and shall revert to the County upon termination of this Agreement, unless the County determines otherwise. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the County.

RR. IMMIGRATION LAWS AND REGULATIONS

1. **Federal Immigration and Nationality Act**
   a. The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.
   b. By entering into this Agreement, both Parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Both Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. Both Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
   c. The Parties may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, then the Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the Subrecipient or its subcontractor.
2. **Arizona Law**: The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:
   a. That Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
   b. That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability;
   c. That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Subrecipient or Vendors employee who works on this Agreement to ensure that the Subrecipient or Vendors is complying with the warranty provided under subsection 1 above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

SS. DRUG FREE WORKPLACE ACT

The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that the Subrecipient and grantees of federal funds must certify that they will provide drug-free workplaces that comply with federal law. This certification is a precondition to receiving a grant or entering into this Agreement.

TT. GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The Subrecipient is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

UU. STATUTORY RIGHT OF CANCELLATION

Notice is given that pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other Party of this Agreement with respect to the subject matter of this Agreement. The County may also recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of this County from any other Party to this Agreement arising as the result of this Agreement.

VV. EMPLOYMENT DISCLAIMER

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the Subrecipient is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

WW. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned by signing and submitting this Agreement has the authority to certify the Subrecipient to the terms, representations and/or warrants of this Certification. The Subrecipient, defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. shall immediately notify the County if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation, The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
6. shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

The Subrecipient shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.

Should the Subrecipient not be able to provide this Certification, an explanation as to why shall be immediately provided to the County, Attention: Community Development Assistant Director, 234 N. Central Ave., Third Floor, Phoenix, AZ 85004.

XX. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

1. The Parties agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
2. Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Subrecipient and copies provided to County upon request; and
3. Subrecipient shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

YY. COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient shall comply with State and other laws regarding eligibility for public benefits including ARS § 1-501 and § 1-502 which states that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

1. All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.
2. All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.
3. The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements 1 and 2, above.
4. Employees of Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law

5. Public benefits are defined in ARS 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.
6. Programs, services, or assistance such as soup kitchens, crisis counseling and intervention, and short-term shelter which meet the following conditions are exempt from ARS 1-501 and 1-502.
   a. deliver in-kind services at the community level, including through public or private nonprofit agencies;
   b. do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and
   c. are necessary for the protection of life or safety.

SECTION II

SPECIAL PROVISIONS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement then the Compensation Provisions shall control.

B. STANDARDS

The Subrecipient shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the County whenever the Subrecipient is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Subrecipient acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in this Agreement may subject the Subrecipient to the remedies provided in the Default and Remedies for Noncompliance established by the General Provisions.

C. COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties hereto, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to the Default and Remedies for Noncompliance provided in the General Provisions.

D. AUDIT REQUIREMENTS

The Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either audited financial statements prepared in accordance with federal single audit requirements; or, Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

E. GENERAL PROGRAM PROVISIONS

In accordance with HOME Program regulations, the Subrecipient agrees to implement the Program fully as described in each Work Statement in accordance with the terms of the Five-Year Consolidated Plan and the Annual Action Plan submitted by the County to HUD for funds to carry out the Program and the Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with any Cooperation Agreements with the Municipality (as applicable). The Annual Action Plan is hereby incorporated by reference into this Agreement. In summary, the Program is described in Work Statement, Section III. The Subrecipient shall be responsible to provide various reports of all activities related to the Work Statement. The Subrecipient agrees to submit to the County required reports:

1. **Program Income Reports** are due monthly with supporting documentation and with each Request for Reimbursement.
2. **Contract Performance Reports** due on the 15th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June). Report shall address all programs described in the Work Statement. Failure to submit timely Agreement Performance Reports will result in suspension of payment reimbursement requests until all reports are brought current. Agreement Progress Reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the Subrecipient must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the

costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unrented as described in §92.252.

3. **Monthly Request for Reimbursements** Subrecipient must use the required Monthly Request for Reimbursement form and must include all supporting documentation, a Match Log, Monthly Summary of Program Income/Recaptured Funds Report, and supporting documentation;
4. **HOME Setup Reports** are due within one (1) year from the date this Agreement is fully executed. According to 92.250 (b): Before Setup Reports are submitted, the Subrecipient must evaluate the project in accordance with guidelines that it has adopted for determining a reasonable level of profit or return on owner's or developer's investment in a project and must not commit or invest any more HOME funds, alone or in combination with other governmental assistance, than is necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the period of affordability in 24 CFR 92.252 and 254) and that will not provide a profit or return on the owner's or developer's investment that exceeds the Subrecipient's established standards for the size, type and complexity of the project.
5. **HOME Completion Reports** are due no later than sixty (60) days of final payment requests. HOME Completion Report must include all required documents as described in this Agreement.
6. **Request for Reimbursement** form with required documentation for each activity is due within 45 (forty-five) days of submitting a HOME Setup Report. and within every 90 (ninety) days thereafter until the project is completed.
7. **Other HUD**-required reporting data as applicable.

F. PROGRAM INCOME

Means all gross income received by the Subrecipient directly generated from the use of funds provided by this Agreement or matching contributions. Program income must be used in accordance with the requirements of 24 CFR 92.503. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Program income may be retained and used by the Subrecipient under the following conditions: submit to the County with documentation supporting the amount of program income received and expended. Monthly Summary Program Income Reports are due to the County by the 15th day of the following month (i.e. due on August 15th for the month of July).

Program income derived from Maricopa HOME Consortium activities undertaken by a Subrecipient which thereafter terminates its participation in the consortium continues to be program income of the consortium and must be returned to the County.

Program Income includes, but is not limited to: [1] proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions, [2] gross income from the use or rental of real property, owned by the Subrecipient that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less cost incidental to generation of the income (program income does not include gross income from the use, rental or sale of real property received by the project owner, developer, or sponsor, unless the funds are paid by the project owner, developer, or sponsor to the participating jurisdiction, subrecipient or State recipient); [3] payments of principal and interest on loans made using HOME funds or match contributions; [4] Proceeds from the sale of loans made with HOME funds or matching contributions; [5] Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions; [6] Interest earned on program income pending its disposition; and [7] Any other interest or return on the investment permitted under 24 CFR 92.205(b) of HOME funds or matching contributions.

Program Income received by the Subrecipient shall be tracked by the Subrecipient and accounted for in a separate fund or account and reported monthly to the County in the required format. Program Income that is received after the end of this Agreement shall be shall be sent to the County in accordance with 24 CFR § 92.503 within 30 days after the expiration of this Agreement.

G. RECAPTURED FUNDS

Recaptured funds are HOME funds which are recouped by the Subrecipient when HOME assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by 24 CFR 92.254(a) (4). The amount of the recapture is determined by the recapture requirements established by the Subrecipient in accordance with 24 CFR 92.254(a) (5) (ii). In accordance with 24 CFR 92.503(c), recaptured funds must be deposited in a separate account and have support back-up evidencing recaptured funds.

Recaptured funds must be used for eligible HOME activities in accordance with the requirements of the HOME statute and regulations, in the same manner as program income must be used. However, unlike program income, since recaptured funds represent a return of the original HOME investment, 10% of the recaptured funds may not be used for eligible administrative and planning costs. The Subrecipient must enforce the recapture agreements and account for the source and application of recaptured funds, in accordance with the record keeping requirements of 24 CFR 92.508. Recaptured funds may be retained and used by the Subrecipient under the following conditions: submit to the County documentation supporting the amount of recaptured funds received and expended. Monthly Summary of Recaptured Fund Reports which are due to the County by the 15th day of the following month (i.e. due on August 15th for the month of July).

Recaptured funds received from Maricopa HOME Consortium activities undertaken by the Subrecipient which thereafter terminates its participation in the consortium must be returned to the County.

H. REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS

Upon expiration of this Agreement, any real property under the Subrecipient control that was acquired or improved in whole or in part with HOME funds must be occupied by low and/or very low income households and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded covenants running with the land. The option to use deed restrictions or covenants running with the land must include period of affordability set forth in §92.252 and §92.254.

I. DEOBLIGATION

The County may reduce funds from the funding award evidenced by this Agreement, under the following circumstances:

1. The Subrecipient completes performance under the Work Statement without using all funds provided by the County under this Agreement;
2. This Agreement expires all funds are expended;
3. The County original allocation was a loan and the Subrecipient paid the loan;
4. Cancelled or changed an Program required under the Work Statement for reasons other than non-performance;
5. This Agreement has otherwise been terminated. The County may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Subrecipient.

J. REDUCTION IN FUNDS

The County may reduce funds from the amount of the funding award evidenced by this Agreement, under the following circumstances: 1) The County determines that the Subrecipient failed to use the funds provided by the County under this Agreement in compliance with the terms and conditions outlined herein; or 2) the Subrecipient fails to perform in accordance with the performance obligations

set forth in the Statement of Work and Project Schedule or the terms of this Agreement. The County may reduce funds under this Agreement under the foregoing circumstance upon written notice to the Subrecipient.

K. REPAYMENT OF FUNDS

Subrecipient agrees to repay funds provided under this Agreement in compliance with the terms of this Agreement or the requirement of applicable laws and regulations. This repayment obligation extends to but is not limited to questioned costs identified in HUD monitoring or Single Audit and repayments required by HUD for failed projects during the period of affordability for projects financed under this agreement. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than one hundred eight (180) days following the written determination of noncompliance by the County.

L. FUNDS REMAINING AT EXPIRATION

Upon expiration of the Agreement, the Subrecipient shall transfer to the County any unexpended funds advanced to the Subrecipient by the County under this Agreement.

M. ADMINISTRATIVE REQUIREMENTS

In accordance with federal regulations, including 24 CFR § 92 et seq., the County is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.

1. FINANCIAL RECORDS: Subrecipient accounting system and financial records shall comply with the applicable requirements and standards of 2 CFR 200 *et seq*... Such systems shall be subject to monitoring from time to time by the County or by HUD.
   a. The Subrecipient agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
   b. Subrecipient is to adhere to applicable audit requirements as described and in accordance with 2 CFR 200 *et seq*. In addition, all Subrecipients must provide annual single-audit reports or annual audited financial statements to the County.
   c. Subrecipient is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503(b)(3).

2. DOCUMENTATION AND RECORD KEEPING:
   a. Records to be Maintained The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to records:
      i. Demonstrating that the Subrecipient is and remains a qualified Subrecipient;
      ii. Providing a full description of each projects undertaken and its impact;
      iii. Required determining the eligibility of activities;
      iv. Demonstrating compliance with environmental review requirements;
      v. Required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);
      vi. Demonstrating citizen participation;
      vii. Demonstrating compliance regarding acquisitions, displacement, relocation and replacement housing;
      viii. Demonstrating continuing compliance for all activities and/or compliance with resale or recapture provisions of the affordability standards;

ix. Documenting compliance with the fair housing and equal opportunity components of the HOME program;
x. Financial records as required by 24 CFR Part 570.502, 2 CFR 200 *et seq.* and OMB Circulars;
xi. Other records necessary to document compliance with HOME requirements;
xii. Documenting compliance with Section 3 of the Housing Development Act of 1968;
xiii. Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans associated with owner-occupied housing activities;
xiv. Supporting that the Subrecipient has maintained client data demonstrating clients served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low income persons or groups and that no conflict of interest exists.
xv. As demonstrated compliance with applicable Federal, State and local laws and regulations, including compliance with ARS § 1-501 and § 1-502 (Attachment A).

b. Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.

c. Disclosure – The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service.

d. Program Activity Reports – Such reports as required by the County including, but not limited to HOME Setup/Completion Report, Agreement Performance Reports, Program Income/Recaptured Funds Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data as applicable shall be submitted in accordance with the Current Practices Manual at the completion of each Program which is described under the Work Statement.

e. Audits and Inspections – All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees or the Federal Government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Current Practices Manual concerning Subrecipient audits. The Annual Audit requirement is applicable to all levels of funding received by Subrecipient via this Agreement, even if the level of funding is less than the current thresholds cited in 2 CFR 200.501

f. Performance Monitoring – The COUNTY shall monitor the SUBRECIPIENT to determine if HOME-funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the SUBRECIPIENT against goals and performance standards required herein. SUBRECIPIENT will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring as set forth in the HOME Consortium Monitoring Current Practices. Failure of Subrecipient to administer, implement and perform as determined by federal regulations and County shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.

g. Policy/Administrative Manuals Use - Subrecipient agrees to be familiar with and comply with the policies/procedures established in the most recent Current Practices Manual. Noncompliance with the Current Practices Manual shall constitute a breach of Agreement.

N. ENVIRONMENTAL REVIEW CONDITIONS

Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the Subrecipient. Exempt activities described in § 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD and/or the County provides written authorization based on approval of an ERR.

An option agreement (to purchase land or a single family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use fund based on a completion ERR. The cost of the option must be a nominal portion of the purchase price.

1. The Subrecipient agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.
   a. Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement.
      i. Clean Air Act, 42 USC § 7401, *et seq*., as amended.
      ii. Federal Water Pollution Control Act, as amended, 33 USC § 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
      iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
      iv. Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
   b. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.
   c. Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic places, or included on any state or local historic property inventory or any archaeological findings.

d. Release Of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

O. THE SUBRECIPIENT CERTIFIES

1. That it is a municipality that meets the applicable requirements of the HOME Program.
2. That it possesses legal authority to execute this Agreement.
3. That its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the Subrecipient to execute this Agreement and to comply with the terms of this Agreement.
4. That the activity described shall be carried out and services administered in compliance with all federal laws and regulations as follows:
   a. Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of 2 CFR 200 *et seq*.

P. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS

1. The Parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR §§ 92.350-92.454 include:
   a. The requirements of the Fair Housing Act, 42 CFR §§ 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Come, p. 652 and 3 CFR 1980 Come. p. 307) and implementing regulations at 24 CFR §107: and Title VI of the Civil Rights Act of 1694, 42 U. S. C. § 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
   b. Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act;
   c. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the regulations at 24 CFR § 146;
   d. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR Part 8; and, Americans with Disabilities Act 1990;
   e. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR §§ 1964-65, Come, p. 339);
   f. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities); and
   g. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability Act.
2. The Parties to this Agreement agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The

parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.

3. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
4. County, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 CFR Part 58. The County will assume the responsibilities for the Request for Release of Funds. The Subrecipient agrees not to commit or incur expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the Subrecipient has incurred expenses in violation of the NEPA requirements, the Subrecipient will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The Subrecipient agrees to provide all necessary assistance to the County in completing this environmental review process.
5. The Parties to this Agreement agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.
6. The Parties to this Agreement agree to abide with the Davis-Bacon Act (40 U.S.C. § 276a-5) and the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).
7. The Parties to this Agreement agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128) as they apply to this HOME Program.
8. The Parties to this Agreement agree to abide by the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
9. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42.U.S.C. § 4821. et seq.) and is therefore subject to 24 CFR Part 35.
10. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
11. The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges
    a. That the Subrecipient and its subcontractors/vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214 (A);
    b. That a breach of a warranty under subsection a above, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contact;
    c. That the County retains the legal right to inspect the employment papers of any Subrecipient or vendors employee who works on the Agreement to ensure that the Subrecipient or vendor is complying with the warranty provided under subsection a above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and

d. That nothing herein shall make any Subrecipient, or vendor an agent or employee of the County;

12. That the Current Practices Manual shall be made accessible to all applicable Subrecipient staff.

Q. REGARDING SUBCONTRACTS AND VENDORS

1. Approvals – Unless expressly authorized in the written Agreement by the Subrecipient exempt activities such as architectural, engineering and administration may be undertaken and reimbursed by the County prior to receipt of HUD Request Release of Funds RROF. Exempt activities described in 24 CFR 58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise the Subrecipient shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs enter into by a subcontract(s) with any agency or individual in the performance of this Program that are not exempt activities without the Release of Funds (ROF) from the County prior to the execution of such Agreement.
2. DUNS Number -- All subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management, or SAM.
3. Fees – Subrecipient and all subcontractors under this Agreement shall not charge servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by 24 CFR 92.214(b)(1).
4. Selection Process – The Subrecipient shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the County along with documentation, if requested concerning the selection process.
5. Section 3 of the Housing and Urban Development Act of 1968 – The Subrecipient shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the vendor is in violation of regulations issued by the grantor agency. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR § 135. The Subrecipient has the responsibility of determining Section 3 eligibility.
6. Monitoring – The Subrecipient shall monitor/review all subcontracted services on an annual basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in Contract Performance Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

R. THE COUNTY CERTIFIES

1. That the public purpose is served by the financial participation of the County in the Statement of Work.
2. That the HOME Program funds designated for the Statement of Work constitutes reasonable and prudent assistance necessary for completion of the Program.

S. PROGRAM COMPLETION

Upon completion of the Work Statements, all unspent HOME resources shall be forfeited to the County for reallocation as defined by Maricopa HOME Consortium Policies and Procedures. The Subrecipient shall continue to be responsible for compliance activities until all HOME requirements and contractual obligations are met including affordability restrictions. The Subrecipient obligation shall not end until all close-out requirements are completed. The County will notify the Subrecipient in writing that a Completion Report is due to the County within sixty (60) days of one of the following occurrences:

1. Funds have been expended for the activity;
2. The Work Statement has been completed;

3. The Agreement period set forth in this Agreement has expired; or
4. The Agreement has otherwise been terminated.

Following the receipt and approval of the Completion Report for each activity, the County will notify the Subrecipient in writing that each activity is closed. In compliance with 24 CFR 92.502(d) all project completion data shall be entered in IDIS within 120 days of the final drawdown for all activity types. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 CFR 92.251, the final draw has been disbursed; and the projection completion data entered into IDIS.

For the purposes of rental project, the project is complete when construction is complete and the units are ready for occupancy. The identification of a beneficiary is not required for project completion. Vacant rental units may be marked as vacant when completion data is entered.

T. FAILURE TO MAKE PROGRESS

1. Failure of the Subrecipient to make progress according to the Work Statement may result in Agreement termination, deobligation of funds or recapture of funds. SUBRECIPIENT agrees to meet with the County at the site in which the funded activity is taking place to discuss progress and allow the County to provide technical assistance if:
   a. The Subrecipient fails to complete its Environmental Review pursuant to section 9 within one hundred and eighty (180) calendar days from the date the County executes this Agreement;
   b. The Subrecipient fails to commit funds to a specific local project in performance of and in accordance with the terms of this Agreement within twelve (12) months from the execution date the County executes this Agreement. Commit for the purposes of this paragraph shall have the same meaning as 24 CFR 92.2(2)(i)-(iii);
   c. The Subrecipient fails to expend HOME funds in performance of and in accordance with the terms of this Agreement within twenty-four (24) months from the date the County executes this Agreement.
2. The County will terminate any Agreement and recapture funds from the same Agreement in which the Subrecipient does not timely perform the activities described above or in the milestones in the Statement of Work of this Agreement. The County in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate the Agreement for cause pursuant to Section I of this Agreement.
3. In the event that a project is not completed within two years from the date that the County executes this agreement, the Subrecipient must repay the HOME funds unless the Subrecipient requests and the Consortium grants an amendment to the Agreement prior to ninety (90) days of Agreement expiration..

U. GENERAL CONDITIONS

1. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the County from HUD pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the HOME Program regulations. Notwithstanding any other provisions of this Agreement, any payment to Subrecipient by County under this Agreement is contingent upon the actual receipt of funds from HUD.
2. Both parties acknowledge that no member of the governing body, nor any employee of the County who exercises any functions or responsibilities in connection with the carrying out of the activity to which this Agreement pertains, has any personal interest direct or indirect in this Agreement.

3. The County may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and in compliance with the procedures in the Current Practices Manual. Such amendments shall not invalidate this Agreement nor relieve or release the County or Subrecipient from its obligations under this Agreement. Amendments shall be filed with the original Agreement.
4. Changes – The County may, at any time, by written Amendment executed by the Director or designee, make changes within the general scope of this Agreement in any one or more of the following areas:
   a. Work Statement activities which do not :
      i. Increase or decrease the amount of total Agreement funding;
      ii. Modify the project timeline as long as the last day of the project timeline is within the end date of the Agreement; or
      iii. Modify terms consistent with any change to the Work Statement required by Federal, State, or County regulations ordinances or policies.
   b. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements. It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.
   c. The County may increase or decrease funding resulting from a reallocation pursuant to a majority vote of the Consortium members with the agreement of both parties; provided the change in funding is approved by the Board of Supervisors.
   d. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
   e. Subrecipient agrees to be familiar with, update as necessary, and comply with the policies/procedures established in the most recent HOME Consortium Current Practices Manual and all provisions in the most recent Current Practices Manual. Non-compliance with the HOME Consortium Current Practices Manual shall constitute a breach of Agreement.
   f. Subrecipient agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Subrecipient observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the County, in writing, and any necessary changes shall be accomplished by appropriate written modification.
   g. Should the Subrecipient perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local governments.
   h. Acknowledge the contribution of the County HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.
   i. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME CERTIFICATIONS.

V. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient must transfer to the County any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds. Unexpended funds must be deobligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa HOME Consortium staff, may reallocate any unencumbered funds per the Consortium reallocation policy, as stated in the Maricopa

HOME Consortium Intergovernmental Agreement -Three Year Cooperative Agreement. A written letter to deobligate funds will be sent to the Subrecipient from the County a minimum of ninety (90) days prior to termination of Agreement.

SUBRECIPIENT HOME CERTIFICATION

In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR 92.150 of the Home Investment Partnership Program Rule, the Subrecipient certifies that:

(A) Before committing any funds to a activity, the Subrecipient will evaluate the activity in accordance with 24 CFR 92.504 and the guidelines that it adopts for this purpose and complete all assessments required by the rules, including, but not limited to:

1. Complete all income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, refinancing guideline, homebuyer program policies and affordability requires;
2. Complete a timely environmental review;
3. Complete an underwriting review; assess developer capacity, fiscal soundness and neighborhood market conditions; and
4. The Subrecipient will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

(B) The Subrecipient will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.

(C) The Subrecipient understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.

(D) The submission of the program description is authorized under State and local law (as applicable), and that the Subrecipient possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;

(E) The Subrecipient will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations and the requirements of 24 CFR 92.353;

(F) The Subrecipient will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;

(G) The Subrecipient will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
   i. The dangers of drug abuse in the workplace;
   ii. The participating jurisdiction's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
   i. Abide by the terms of the statement; and
   ii. Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the County in writing, within ten calendar days after receiving notice under paragraph 4 ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4ii., with respect to any employee who is so convicted
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

(H) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
3. The Subrecipient will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.

(I) The Subrecipient shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, Subrecipients, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

_____ _____

Signature (Subrecipient Representative) Date

_____ _____

Printed/Typed Name Title

JURISDICTION CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction shall affirmatively further fair housing, which means it shall conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It shall or shall continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee shall -
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Affirmative Marketing -24 CFR 92.351

1. Subrecipient must adopt and follow affirmative marketing procedures and requirements for rental and homebuyer projects containing five or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME- funded programs, including, but not limited to, tenant-based rental assistance and down payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If the jurisdiction's written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the jurisdiction must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the project.
2. The affirmative marketing requirements and procedures adopted must include:
   (i) Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);
   (ii) Requirements and practices each subrecipient and owner must adhere to in order to carry out the jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);
   (iii) Procedures to be used by subrecipients and owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program or the housing without special outreach (e.g., through the use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);
   (iv) Records that will be kept describing actions taken by the jurisdiction and by subrecipients and owners to affirmatively market the program and units and records to assess the results of these actions; and
   (v) A description of how the jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.
3. A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in paragraphs (a) and (b) of this section.

Minority outreach-24 CFR 92.351

The Subrecipient must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 85.36(e) of this title describes actions to be taken by a jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or shall 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, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It shall require that the language of paragraph 1 and 2 of this anti-lobbying 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 Subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It shall comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____ _____

Signature/Authorized City Official Date

_____ _____

Printed/Typed Name Title

_____

City Name

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings), or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

   a. Place of Performance: City of Glendale

   b. Check ___ if there are workplaces on file that are not identified here.

   c. The certification with regard to the drug free-workplace is required by 24 CFR Part 24, subpart F.

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

   a. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
   b. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

   c. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

   d. "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent Subrecipients not on the grantee's payroll; or employees of Subrecipients or vendors in covered workplaces).

SECTION III

WORK STATEMENTS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

MARICOPA COUNTY
HOME Investment Partnerships Program
FY 2015-2016

DUNS #: 07-752-3579

Consortium Member: Glendale, Arizona

Program Year: FY 2015-2016

Project: Housing Rehabilitation

FY 2015-2016 HOME Funds: $214,146

Type of Property: Single Family

A. DETAILED SCOPE OF WORK:

Include the following-

1. Consolidated Plan goals as it relates to this activity, include the priority rating i.e. High, Low High

2. Type of assistance/activity to be provided with HOME funds:
   Single Family Housing Rehabilitation/or Replacement Housing

3. Methods and instruments used for ensuring affordability:
   The City of Glendale will utilize the Recapture Provision secured by Deed and Promissory Note

4. Anticipated use of program income/project proceeds:
   Funds will be invested in future single family projects.

B. OBJECTIVES AND OUTCOMES (Check appropriate box below.):

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	**AFFORDABILITY**	**SUSTAINABILITY**
DECENT HOUSING	Single Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	Housing Activities in a targeted revitalization area

C. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	**ACTIVITIES** In order to address the issue, the subrecipient will conduct the following activities:	**OUTPUTS** Once completed, these activities will produce the following:	**OUTCOMES** When completed, these activities will lead to the following changes:	**IMPACT** Long term changes:
HOME funding	Homeowner Rehab/ or Replacement Housing	Owner occupied housing rehabilitation	Low to moderate income families have safe and decent housing	Stable neighborhoods

D. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	**Number of Households**	**Total Number of Units**	**Number of <u>HOME Assisted</u> Units in program (if rental)**
Households at or below **50%**	1	1	
Households at or below **60%**	1	1	
Households at or below **80%**	1	1	
TOTAL	**3**	**3**	

E. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	**No. of Units**
Elderly	
Physically Disabled	
Other Priority Populations: Veterans	

F. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

MILESTONES	START DATE	COMPLETION DATE
HOME Contract signed by City Council	Jan 2016	Jan 2016
Market Study	Sept 2015	Dec 2015
Underwriting	NA	NA
Secure Financing	NA	NA
Environmental Review	Jan 2016	July 2018
Obtain Site Control	NA	NA
RFQ Issued	NA	NA
Developer Selected and Signed Development Contract	NA	NA
Home Set up Report to County	July 2015	July 2017
Acquisition and/or Rehab and/or Construction to commence	Jan 2016	Jan 2018
Rehab complete or Certificate of Occupancy	Jan 2016	Jan 2018
Unit Occupied by Low/Moderate Income Person/Family	Jan 2016	Jan 2018
Completion Report submitted to City		Jan 2018

Any change to the Timeline will need to be submitted to and approved by Maricopa County.

G. ACTIVITY BUDGET SUMMARY:

ACTIVITIES	**HOME FUNDS FY 2015-2016**	**Additional Sources* (defined in Table H.)**	**TOTAL COST**
ACQUISITION			
Land			
Buildings			
Closing Costs			
Legal Fees			
TOTAL			
SITE & DEMOLITION			
Site Work			
Demolition			
TOTAL			
NEW CONSTRUCTION or REHAB			
Construction Costs-Materials	$184,924		
Builder Overhead			
Builder Profit			
General Requirements			
Consultant/Specialist			
Permits & Fees			
Construction Contingency			
Sales Tax			
Other-Infrastructure			
TOTAL	**$184,924**		**$184,824**
ARCHITECTURAL FEES			
Design			
Supervision			
Other			
TOTAL			
CONSTRUCTION INTEREST & FEES & LEGAL FEES			
Construction Interest			
Bond Premium			
Title & recording			
Insurance			
Legal Fees			
TOTAL			
ADMINISTRATION COSTS			
Program Delivery			
Administrative Costs	$29,322		$29,322
Volunteer Labor			
GRAND TOTAL	**$214,146**		**$214,146**

H. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
n/a		
TOTAL	**$**	**$**

I. MATCH:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED TO THE PROJECT:
Match commitment must equal 25% of the HOME funds requested.
Documentation is due at the time of request for payment(s).
Match Logs must be submitted annually by June 30th of each year.

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	$46,206	$46,206
Value of waived taxes, fees or charges associated with HOME projects		
Value of donated land or real property		
Cost of infrastructure improvements associated with HOME projects		
Percentage of proceeds from single- or multi-family state housing bonds		
Value of donated materials, equipment, labor and professional services		
Sweat equity		
TOTALS	**$46,206**	**$46,206**

MARICOPA COUNTY
HOME Investment Partnerships Program
FY 2015-2016

DUNS #:07-752-3579

Consortium Member: Glendale, Arizona

Program Year: FY 2015-2016

Project: Acquisition of Land and Construction of New Housing

FY 2015-2016 HOME Funds: $255,000

Type of Property: Single Family

A. DETAILED SCOPE OF WORK:

Include the following-

1. Consolidated Plan goals as it relates to this activity, include the priority rating i.e. High, Low High

2. Type of assistance/activity to be provided with HOME funds:
   Construction of new housing, rehabilitation and down payment assistance.

3. Methods and instruments used for ensuring affordability:
   The HOME funds will be secured by a Deed of Trust and Promissory Note using the recapture provision.

4. Anticipated use of program income/project proceeds:
   Program Income will be reinvested for future projects.

B. OBJECTIVES AND OUTCOMES (Check appropriate box below.):

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	**AFFORDABILITY**	**SUSTAINABILITY**
DECENT HOUSING	☐ Single Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☑ Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

C. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	**ACTIVITIES** In order to address the issue, the subrecipient will conduct the following activities:	**OUTPUTS** Once completed, these activities will produce the following:	**OUTCOMES** When completed, these activities will lead to the following changes:	**IMPACT** Long term changes:
HOME funding	Rehabilitation or New Construction of Single Family Housing	Expand affordable housing opportunities	Low to moderate income families become first time homebuyers	Stable neighborhoods

D. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	**Number of Households**	**Total Number of Units**	**Number of <u>HOME Assisted</u> Units in program (if rental)**
Households at or below **50%**			
Households at or below **60%**	3	3	
Households at or below **80%**			
TOTAL	**3**	**3**	

E. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	
Physically Disabled	
Other Priority Populations: Veterans	

F. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

MILESTONES	START DATE	COMPLETION DATE
HOME Contract signed by City Council	Jan 2016	February 2016
Market Study	September 2015	December 2015
Underwriting	September 2015	December 2015
Secure Financing		
Environmental Review	Jan 2016	Jan 2018
Obtain Site Control	N/A	N/A
RFQ Issued	N/A	N/A
Developer Selected and Signed Development Contract	N/A	N/A
Home Set up Report to County	Jan 2016	Jan 2018
Acquisition and/or Rehab and/or Construction to commence	Jan 2016	Jan 2018
Rehab complete or Certificate of Occupancy	Jan 2016	Jan 2018
Unit Occupied by Low/Moderate Income Person/Family	Jan 2016	Jan 2018
Completion Report submitted to City	Jan 2016	Jan 2018

Any change to the Timeline will need to be submitted to and approved by Maricopa County.

G. ACTIVITY BUDGET SUMMARY:

ACTIVITIES	**HOME FUNDS FY 2015-2016**	**Additional Sources* (defined in Table H.)**	**TOTAL COST**
ACQUISITION			
Land		$40,000	$40,000
Buildings			
Closing Costs			
Legal Fees			
TOTAL		$40,000	$40,000
SITE & DEMOLITION			
Site Work	$60,000		$60,000
Demolition			
TOTAL	$60,000		$60,000
NEW CONSTRUCTION or REHAB			
Construction Costs-Materials	$180,000	$45,000	$225,000
Builder Overhead			
Builder Profit			
General Requirements			
Consultant/Specialist			
Permits & Fees		$15,000	$15,000
Construction Contingency			
Sales Tax			
Other-Infrastructure			
TOTAL	$180,000	$60,000	**$240,000**
ARCHITECTURAL FEES			
Design			
Supervision			
Other			
TOTAL			
CONSTRUCTION INTEREST & FEES & LEGAL FEES			
Construction Interest			
Bond Premium			
Title & recording			
Insurance			
Legal Fees			
Other			
TOTAL			
ADMINISTRATION COSTS			
Program Delivery			
Personnel Costs		$19,000	$19,000
Volunteer Labor		$108,000	$108,000
TOTAL		$127,000	$127,000
GRAND TOTAL	**$240,000**	**$227,000**	**$467,000**

H. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
HOME Sponsorships	$119,000	
Volunteer Labor		$108,000
TOTALS	**$119,000**	**$108,000**

I. MATCH:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED TO THE PROJECT:
Match commitment must equal 25% of the HOME funds requested.
Documentation is due at the time of request for payment(s).
Match Logs must be submitted annually by June 30th of each year.

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	HOME Sponsorships	$63,750
Value of waived taxes, fees or charges associated with HOME projects		
Value of donated land or real property		
Cost of infrastructure improvements associated with HOME projects		
Percentage of proceeds from single- or multi-family state housing bonds		
Value of donated materials, equipment, labor and professional services		
Sweat equity		
TOTALS		**$63,750**

SECTION IV

COMPENSATION

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

A. COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth below, County will pay the Subrecipient compensation for services rendered as indicated in the following subsections.

B. METHOD OF PAYMENT

Subrecipient agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment A) to County. Subrecipient may request funds only after the Subrecipient has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for project activities. Request for reimbursement must be made using the Request for Reimbursement form incorporated in this Agreement.

Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the Subrecipient requests funds from the County.

County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof.

Subrecipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may otherwise be reasonably required by the County to determine or confirm that any such expenditures are pursuant and within the scope of work.

C. TIMELINESS

Subrecipient will submit Requests for Reimbursements to the County at least monthly. Subrecipient must seek reimbursement of expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1 through June 30 and all Requests for Reimbursement shall be submitted no later than July 10th for the preceding fiscal year.

D. REIMBURSEMENT

The County shall provide financial assistance in an amount up to Four Hundred Sixty-Nine Thousand One Hundred Forty-Six dollars ($469,146) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

E. RELEASE OF FUNDS (ROF)

No funds may be encumbered prior to the completion of the Environmental Review except for exempt activities as described in 24 CFR 58.34(a)(1)-(11) that generally have no physical impact on the environment. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

SECTION V

FORMS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

ATTACHMENT A
Request for Reimbursement Form- Page 1

Maricopa HOME Consortium Subrecipient Contract **REQUEST FOR REIMBURSEMENT**

FY: **Reimbursement #:**

MARICOPA COUNTY HUMAN SERVICES DEPT REQUEST FOR REIMBURSEMENT SUMMARY PAGE 1 OF 2									
Subrecipient Name								Date	
Contract No								Reporting Category	
Subrecipient Address								Contract Amount	$ -
Contact Person								Contract Balance	$ -
Phone				Email				Contract Start	
County Vendor#								Contract End	
Itemized Payment Statement (Page 2 of 2) must accompany this form. See Page 2 for Draw Types and Activity Codes. Actual receipts, invoices, bank statements or copies of such items MUST be included to process this request.									
a	b	c	d	e.	f	g	h	i	j
Draw Type (EN,CR	**Activity Code**	**IDIS Act No.**	**Address**	**PI Receipted in IDIS**	**IDIS Actvity Setup Amt. ($)**	**Amount Expended**	**Amount Requested**	**Remaining Balance**	**Final Draw for Activity Y/N**
					$ -	$ -		$ -	
					$ -	$ -		$ -	
								$ -	
								$ -	
								$ -	
								$ -	
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								$ -	
								$ -	
Total				**$ -**	**$ -**	**$ -**	**$ -**		
Recipient Authorized Signature				Date	Title				
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.									
Performance Reports		Current ☐		Not Current ☐	For MCHSD Use Only				
Match Report		Current ☐		Not Current ☐					
MCHSD Sr. Grants Acct Approval									
MCHSD Project Coordinator Approval				Date		MCHSD Assistant Director Approval			Date

Request for Reimbursement Form-Page 2

REQUEST FOR REIMBURSEMENT - ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2								
Subrecipient	0					Date:	1/0/1900	
Subrecipient Contract #	0	Contract Period (Start/End)	1/0/1900	1/0/1900		Reimbursement #:		0
IDIS Activity Number	Allocation Year FY	Activity Type (NC, SFR). See below for codes.	Paid (or Payable) to Address Including ZIP + 4	Date Paid	Invoice PO	Check #	Amount of Request	Contract with Developer/Subrecipient Yes or No
Ex: #1111	FY14/15	NC	ABC Contracting	5/1/2015	#1	123	#########	Yes
Total							$ -	

DRAW TYPES:	CODES:
Entitlement	EN
CHDO Reserve Funds	CR
CHDO Operating Funds	CO

ACTIVITY DEFINITIONS:	CODES:
New Construction	NC
Owner Occupied Housing Rehabilitation	SFR
Homebuyer Financial Assistance	HFA
Acquistion Only	ACQ
Acquisition & Rehab- Homebuyer	AQR-HB
Acquisition & Rehab - Rental	AQR-R
Acquisition & New Construction - Homebuy	AQ-NC-H
Acquisition & New Construction - Rental	AQ-NC-R
Tenant Based Rental Assistance	TBRA
Administration	ADMIN

Attachment B
Maximum Subsidy Limits for Rental 221 (d) 3 Limits

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 221d3 AND 234 PER UNIT LIMITS EFFECTIVE DATE: MAY 8, 2012							
ARIZONA LOCALITIES							
AREA	BASE LIMITS	Yavapai and Coconino Counties	Douglas, Pima and Santa Cruz Counties	Cochise, Maricopa and Yuma Counties	Mohave and Navajo Counties	Greenlee, La Paz, and Pinal Counties	Apache, Gila and Graham Counties
		263	246	244	239	234	226
0 Bedroom	$52,586	$138,301	$129,361	$128,309	$125,680	$123,051	$118,844
1 Bedroom	$60,632	$159,462	$149,154	$147,942	$144,910	$141,878	$137,028
2 Bedroom	$73,124	$192,316	$179,885	$178,422	$174,766	$171,110	$165,260
3 Bedroom	$93,601	$246,170	$230,258	$228,386	$223,706	$219,026	$211,538
4 Bedroom	$104,275	$274,243	$256,516	$254,431	$249,217	$244,003	$235,661
ELEVATOR							
0 Bedroom	$55,339	$145,541	$136,133	$135,027	$132,260	$129,493	$125,066
1 Bedroom	$63,438	$166,841	$156,057	$154,788	$151,616	$148,444	$143,369
2 Bedroom	$77,140	$202,878	$189,764	$188,221	$184,364	$180,507	$174,336
3 Bedroom	$99,794	$262,458	$245,493	$243,497	$238,507	$233,517	$225,534
4 Bedroom	$109,543	$288,098	$269,475	$267,284	$261,807	$256,330	$247,567

ISSUED: 8-May-12

Note: *Starting in 2013, Section 221(d)(3) program limits will no longer be calculated and published by HUD due to the elimination of the 221(d)(3) Mortgage Program. The HOME statute and the HOME regulation at 24 CFR 92.250(a) limit the amount of HOME funds that a PJ may invest in a HOME-assisted unit. The maximum HOME per-unit subsidy limit is set at the basic Section 221(d)(3)(ii) mortgage limit for elevator-type projects, by bedroom size (with adjustments up to 240% for "high cost" geographic areas).*

Because HUD is no longer calculating 221(d)(3) limits, PJs must continue to use the ***2012 published Section 221(d)(3) limits for all HOME projects, until further notice from the Office of Community Planning and Development at HUD.*** *These limits were published in December 2011, and became effective January 1, 2012.*

Attachment C
Program Income and Recaptured Funds Received and Used Form

Monthly Summary of Program Income and Recaptured Funds Received and Used
Fiscal Year: 2014-2015
For the Month of:

Entity Name:
Preparer:
Date Prepared:

Program Income Earned					Program Income Used					
Date	Source	Amount	$ amount available for	Total to Date	Date	IDIS No.	Project Address	Amount	Total to Date	Remaining Balance
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
Total Available to reimburse administrative expe										
Recaptured Funds										
Date	Source	Amount	$ available for Admi	Total to Date						
			Recaptured funds are treated as program income, except that no portion of recaptured funds may be used to pay administrative expenses.				The total amount of funds used to reimburse administrative expenses may not exceed the total available to reimburse administrative expenses			

ATTACHMENT D
HOME Funds Match Certification Form

MARICOPA HOME MATCH
HOME FUNDS MATCH CERTIFICATION FORM

HOME Subrecipient: Fiscal Year :

MATCH CREDITS (From NON-FEDERAL SOURCES)				MATCH APPLICATION					
Date Received	Description and Source of Match credit	Amount of Match	YTD Amount of Match	Date of Expenditures	HOME IDIS No.	Amount of Expenditure	Applied Match 25%	YTD Amount of Applied Match	Available Match
			-				-	-	-
			-				-	-	-
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I certify that this representation of HOME Funds Match is accurate and that the Match is from non-federal sources.

Signature: Date:

File #: 16-010, **Version:** 1

RESOLUTION 5061: AUTHORIZATION TO ENTER INTO A TEMPORARY LICENSE AGREEMENT FOR PARKING WITH BETHANY 101, LLC FOR THE USE OF 10 ACRES AT THE SOUTHWEST CORNER OF BETHANY HOME ROAD AND THE 95TH AVENUE ALIGNMENT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Policy Guidance

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to approve a license agreement with Bethany 101, LLC (Bethany) for the purpose of securing temporary parking at a parcel located at approximately the southwest corner of Bethany Home Road and the 95th Avenue alignment.

Background

The city has a contractual obligation with the Arizona Sports and Tourism Authority (AZSTA) and the Arizona Cardinals to provide a total of 11,000 parking spaces in and around the Sports and Entertainment District. The city also has a contractual obligation to provide 5,500 parking spaces for events held at the arena. If an event occurs at both the arena and the stadium on the same day, the arena first receives the 5,500 spaces. The city then needs to provide replacement spaces to AZSTA and the Cardinals. The replacement spaces need to be within a one-mile radius of the stadium.

Analysis

The proposed agreement is for the use of a 10-acre parcel for parking for the Cardinals playoff game on January 16, 2016. The parcel will supply the city with 1,200 parking spaces. The cost for the parcel is $15,000 and will be paid out of the Stadium Operations budget.

Previous Related Council Action

On January 25, 2011, the City Council adopted a resolution authorizing the City Manager to enter into the First Amendment to the Mixed-Use Development Agreement with Coyote Center Development, LLC; Glendale-101 Development, LLC; and, Arena Development, LLC to address potential issues created as a result of the Phoenix Coyotes bankruptcy and certain real estate and development transactions, and to encourage incremental economic development on the Westgate PAD. The resolution also authorized the City Manager to enter into the Amended and Restated Agreement for the Replacement of Temporary Parking with Coyote Center Development, LLC for the purpose of affirming parking improvement requirements to support the Arena and the city's contractual parking obligations.

On June 24, 2008, the City Council authorized the City Manager to enter into an Agreement for the

Replacement of Temporary Parking with Coyote Center Development, LLC; Coyotes Hockey, LLC; Arena Management Group, LLC; Entertainment Center Development, LLC; and, Glendale Garage, LLC for the purpose of developing a new parking facility.

On September 28, 2004, the City Council adopted a resolution authorizing the City Manager to enter into a Memorandum of Agreement with the Arizona Cardinals and the AZSTA for the development of a multipurpose stadium and related improvements.

On May 27, 2003, the City Council authorized the City Manager to enter into the Parking and License Agreement with Covenants, Conditions, and Restrictions with the Arizona Cardinals and the AZSTA for the purposes of identifying certain parking obligations related to the multi-purpose stadium. The agreement was later amended on August 15, 2005.

Budget and Financial Impacts

The cost of the license is $15,000 for 10 acres. This will provide 1,200 parking spaces. This is budgeted in the FY15-16 Stadium Operations Budget.

Cost	Fund-Department-Account
$15,000	**1000-11890-518200, Stadium Ops**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

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RESOLUTION NO. 5060 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT FOR SERVICES WITH MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, FOR THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM.

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 with Maricopa County, administered by its Human Services Department, for the HOME Investment Partnerships (HOME) Program be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk by authorized and directed to execute and deliver any and all documents necessary to effectuate said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

iga_comm_home.doc

RESOLUTION NO. 5061 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AGREEMENT ENTITLED "LICENSE AGREEMENT" WITH BETHANY 101, LLC FOR CERTAIN TEMPORARY PARKING RIGHTS.

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 License Agreement for parking rights with Bethany 101, LLC be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

SECTION 3. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the documents.

SECTION 4. Notice of A.R.S. § 38-511 is hereby given.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager

l_parking_bethany 101.doc

INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF GLENDALE

Contract Amount: $469,146
Contract Start Date: July 1, 2015
Contract Termination Date: 24 months from date fully executed
Contract Number: _____
Program Number:
CFDA Number: 14.239, HOME Investment Partnerships Program
DUNS Number:07-752-3579

Maricopa County (County) shall provide financial reimbursement in an Agreement amount up to Four Hundred Sixty-Nine Thousand One Hundred Forty-Six dollars ($469,146) subject to the terms of this Agreement and availability of funds. This Agreement amount constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

This Agreement is entered into by and between the City of Glendale, a member of the HOME Consortium (hereinafter referred to as the "City and/or "Subrecipient"), and Maricopa County, administered by its Human Services Department, (hereinafter referred to as the "County" or "Lead Agency"). The Subrecipient and County are collectively referred to herein as the "Parties" and individually as a "Party."

The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I – General Provisions – Contain uniform administrative requirements applicable to both Parties participating in the HOME Investment Partnerships (HOME) Program, which include, but are not limited to, definitions; non-discrimination and equal opportunity requirements; disclosure and retention requirements; and debarment, suspension, or ineligibility exclusions.

Section II – Special Provisions – Provides specific programmatic requirements upon the Subrecipient that are established by the HOME Program and applicable HUD regulations. This includes, but is not limited to, disposition of program income; financial record management; reporting requirements; and Subrecipient certifications.

Section III – Work Statement – The section contains, but is not limited to, a narrative of the project; a list of the tasks to be performed; established goals; performance measures; scheduling; budget; planned expenditures of income.

Section IV – Compensation – Contains provisions relating to compensation for Subrecipient, method of payment, terms of reimbursement, conditions-prior to the release of funds.

Section V – Forms – Contains the Request For Reimbursement Form; Maximum Subsidy Limits for Rental 221 (d) 3 Limits; Monthly Summary of Program Income and Recaptured Funds; HOME Funds Match Certification Form.

SUBRECIPIENT Representative:	Gilbert Lopez	Phone:	623-930-3670
Title:	Community Revitalization Administrator	Email:	GLopez@GlendaleAz.com
		Address:	5850 W. Glendale Ave, Suite 107 Glendale, AZ 85301
MARICOPA COUNTY (LEAD AGENCY)			
Representative:	Amy Jacobson	Phone:	602-372-1528
Title:	Community Development Assistant Director	Email:	jacobsona@mail.maricopa.gov
		Address:	234 N. Central Avenue, 3rd Floor, Phoenix, AZ 85004

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and returned receipt requested, to the persons at the addresses set forth above and shall be effective three (3) days after being mailed unless otherwise indicated in the notice.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, County, or the Subrecipient in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
CITY OF GLENDALE, SUBRECIPIENT

_____
Authorized Signature

_____
Date

Attested to:

_____
City/Town Clerk

_____
Date

Approved By:
MARICOPA COUNTY (LEAD AGENCY)

_____
Chairman, Board of Supervisors

_____
Date

Attested to:

_____
Fran McCarroll, Clerk of the Board

_____
Date

IN ACCORDANCE WITH A.R.S. §§ 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR SUBRECIPIENT ON BEHALF OF SUBRECIPIENT, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

_____
Attorney for the Subrecipient Date

APPROVED AS TO FORM:

_____
Deputy County Attorney Date

SECTION I

GENERAL PROVISIONS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing herein shall operate to increase the Operating Budget without a written amendment thereto.

B. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

1. **Agreement** means this Contract for Services, which includes the General Provision, Special Provisions, Work Statement, Compensation, and all applicable attachments, exhibits, appendix, and any laws, rules, or regulations incorporated by reference.
2. **Annual Action Plan** means the annual plan submitted by the County as the lead agency of the Maricopa HOME Consortium that describes the Consortium's annual program goals.
3. **Assistant Director** means the Director of the Community Development Division within the Human Services Department.
4. **Beneficiary** means a person or household that meets the income requirements of 24 CFR 92.203 subject to the restriction on assistance to students enrolled in an institution of higher education, as described in 24 CFR 5.612.
5. **Board of Supervisors (BOS)** means the Maricopa County Board of Supervisors.
6. **Commitment** means an executed legally binding written agreement with a Subrecipient or a contractor to use a specific amount of HOME funds to produce affordable housing, provide down-payment assistance or tenant based rental assistance. An agreement between the representative unit and a member unit of general local government of the Consortium does not constitute a commitment as described in 24 CFR Part 92.2(1) and (2).
7. **Contract Administrator** means the person administering this Agreement on behalf of the Department.
8. **County** means Maricopa County by and through its Human Services Department and the Lead Agency of the Maricopa HOME Consortium.
9. **Contractor/Subcontractor** means a non-profit or for-profit organization carrying out HOME related project activities as described in the written agreement between the City and the Developer.
10. **Director** means the Director of the Maricopa County Human Services Department.
11. **Division** means the Community Development Division of the Human Services Department.
12. **Fidelity Bond** means a bond to indemnify the Subrecipient against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.
13. **Five Year Consolidated Plan** means the HUD required Consolidated Plan submitted by the County as the lead agency for the Maricopa HOME Consortium.
14. **HOME** means HOME Investment Partnerships Program
15. **HUD** means U.S. Department of Housing and Urban Development
16. **Juvenile** means any person under the age of eighteen (18).
17. **Lead Agency** means Maricopa County administered by the Human Services Department, community Development Division. The lead agency is designated per the Intergovernmental Agreement authorized and adopted by the HOME Consortium members' legislative bodies.
18. **Maricopa HOME Consortium** means jurisdictions that participate in the Three-Year Cooperative Consortium Agreement.
19. **Maricopa HOME Consortium Current Practices Manual,** also referred to as "Current Practices Manual", is the administrative manual adopted by the Maricopa HOME Consortium.
20. **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law 95-507.

21. **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.
22. **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.
23. **Performance Bond** means a bond executed to secure fulfillment of all of the Subrecipient's obligations under this Agreement.
24. **Program** means HOME Subrecipient's receive funds to carry out programs (e.g., down payment assistance, homeowner rehabilitation, or tenant-based rental assistance programs, etc.), and not to undertake specific projects. (Entities that carry out projects are generally owners, developers, or sponsors.) The Work Statement included herein describes the Subrecipient programs to be administered.
25. **Project Coordinator** means the liaison between the Department and the Subrecipient that is responsible for contract monitoring and technical assistance.
26. **Projects** means rehabilitation or new construction (with or without acquisition) as described in a legally binding agreement between the HOME Subrecipient and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction and/or rehabilitation schedule has been established, and underwriting has been completed and otherwise complies with CFR Part 92.2(2) and 92.2 (A) and (B).
27. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
28. **Subcontract** means any contract entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
29. **Subrecipient** means a public agency administering all requirements of the HOME program and is the member unit of a general local government, person, firm or organization listed on the Cover Page of this Agreement.
30. **Vendor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
31. **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

C. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
2. The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
3. The Subrecipient is independent in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
4. Subrecipient shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in Subrecipient's organization or with which Subrecipient (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval therefore.
5. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

D. ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the County within 30 days of receipt unless Subrecipient received a written waiver of this requirement by the County.

E. AMENDMENTS

All Amendments to this Agreement shall be in writing, signed by authorized signers for both Parties, and be requested to the County no later than ninety (90) days prior to Agreement expiration.

F. ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the Contract Administrator. Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the County agrees otherwise.

G. AVAILABILITY OF FUNDS

1. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are actually available to the County for disbursement. The Director shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Subrecipient fully informed as to the availability of funds.
2. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

H. BUDGET ADJUSTMENTS

Subrecipient must receive prior written approval from the County to move funds from one Budget Activity Line Item to another. Budget adjustments that do not change the Agreement Amount may be documented by an Amendment signed by the Director and the Subrecipient's Representative. If the County agrees to the budget adjustments that increase the Agreement Amount, the County shall follow section E of this Agreement to amend this Agreement. Any requests for reasonable budget adjustments must be submitted ninety (90) days prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by appropriate documentation. The Subrecipient shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to the County within 30 days of receipt. The Subrecipient must also return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

I. DISPUTES

1. Except as may otherwise be provided for in this agreement, any dispute arising out of this agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process.
2. Notice of the specific grounds of a dispute shall be in writing and filed with the Contract Administrator, if one has been appointed, or, if not, with the County Procurement Officer within ten (10) working days from the date Contractor knew or should have known of the basis of the dispute. The Contract Administrator or County Procurement Officer, as applicable, shall respond

in writing to Contractor within fourteen (14) working days. The decision of the Contract Administrator or County Procurement Officer shall be final and conclusive unless, within seven (7) working days from the date Contractor is served with the decision, Contractor files a written notice of appeal with the County's Chief Procurement Officer, who shall provide Contractor with a written response within fourteen (14) working days following receipt of Contractor's notice of appeal. The decision of the County's Chief Procurement Officer shall be final and not appealable.

3. Pending a final decision of the County's Chief Procurement Officer, the Contractor shall proceed diligently with its performance of this agreement in accordance with the Contract Administrator or County Procurement Officer's decision.

J. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

1. Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
2. This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services with the specified time frame.
3. Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
   a. Nonperformance of any obligations required by this Agreement.
   b. Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
   c. Unauthorized expenditure of funds.
   d. Violation of the applicable affordability period.
   e. Improper disposition of resale or recapture proceeds.
   f. Improper disposition of program income.
   g. Noncompliance with applicable financial record requirements, accounting principles, or standards established by 2 CFR 200*et seq*.
   h. Noncompliance with recordkeeping, record retention, or reporting requirements.
4. Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
   a. All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
   b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
   c. Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.
   d. Wavier of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

5. The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, contractors, or subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

K. TERMINATION

1. Pursuant to A.R.S. §38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of the Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County from any other party to the Agreement arising as the result of the Agreement
2. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and returned receipt requested to the persons at the addresses set forth on Page Two of this Agreement.
3. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
4. The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or Subrecipient's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.
5. In accordance with 2 CFR 200 *et seq*, County may suspend or terminate this Agreement if Subrecipient violates any term or condition of this Agreement or if Subrecipient fails to maintain a good faith effort to carry out the purpose of this Agreement.
6. County or Subrecipient may terminate this Agreement for convenience in accordance with 2 CFR § 200. Both Parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.

L. SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void or illegal by a court shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

M. STRICT COMPLIANCE

The County's acceptance of Subrecipient's performance that is not in strict compliance with the terms hereof shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

N. NON-LIABILITY

The County, its officers, representatives, agents and employees shall not be liable for any act or omission by the Subrecipient or Vendor or any officer, representative, agent or employee of Subrecipient or Vendor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or

contracts made by the Subrecipient, Vendor or any officer, representative, agent and employee of Subrecipient or Vendor, in connection with this Agreement.

O. INDEMNIFICATION

To the extent permitted by law, the Subrecipient shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless the State of Arizona and Maricopa County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient and any of its Subcontractors, or any of the directors, officers, agents, or employees of Subrecipient and any of its Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Subrecipient or any of its Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient and any of its Subcontractors from and against any and all claims. It is agreed that the Subrecipient and any of its Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

P. TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with State and federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

Q. SINGLE AUDIT ACT REQUIREMENTS

Subrecipient in receipt of federal funds through the County are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). Subrecipient shall comply with 2 CFR 200 Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. Subrecipient shall take corrective actions within six (6) months of the date of receipt of the reports. The County shall consider sanctions as described in 2 CFR 200.505 for Subrecipient's not in compliance with the audit requirements.

R. AUDIT DISALLOWANCES

1. The Subrecipient shall, upon written notice thereof, reimburse the County for any payments made under this Agreement that are disallowed by a federal, State or County audit in the amount of the disallowance, as well as court costs and attorney's fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
2. If the County determines that a cost for which payment has been made is a disallowed cost, the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

S. STAFF AND VOLUNTEER TRAINING

The Lead Agency may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

T. CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

U. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

V. RELIGIOUS ACTIVITIES

The Subrecipient agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

W. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Subrecipient under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

X. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

Y. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. Subrecipient and its agents shall safeguard the confidentiality of this information, just as Subrecipient would safeguard its own confidential information. Subrecipient shall include a clause to this effect in all Subcontracts.

Z. RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

AA. COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

BB. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

CC. AGREEMENT COMPLIANCE MONITORING

The Lead Agency will monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the Lead Agency at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the Lead Agency for inspection and copying.

DD. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. The Subrecipient shall, during the term of this Agreement, immediately inform the Contract Administrator in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.
2. The Contract Administrator may request, and the Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of such other agreement or grant, when in the opinion of the Contract Administrator the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
3. If the Contract Administrator determines that the award to the Subrecipient of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, the Contract Administrator will prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section contained herein.

EE. MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*) by law, regulation or Executive Order 13658.

FF. RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County, Maricopa County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

GG. INSURANCE

1. Subrecipient, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be

purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

2. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Agreement.
3. Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
4. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.
5. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
6. County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of County's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
7. The insurance policies required by this Agreement, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
8. The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Subrecipient's work or service.
9. The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
10. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
11. **Commercial General Liability:**
    a. Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
12. **Workers' Compensation:**
    a. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.
    b. Subrecipient waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the

Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this Agreement.

13. **Sexual Molestation And Physical Abuse:**
    a. When services involve working with these groups of individuals, the insurance requirements in the Agreement need to be revised to include coverage for "sexual molestation and physical abuse". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, Subrecipient whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.
14. **Commercial General Liability – Occurrence Form:**
    Policy shall include bodily injury, property damage and broad form contractual liability coverage.
15. **The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.**
16. The policy shall be endorsed to include the following additional insured language: "(Maricopa County), its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Subrecipient".

Minimum Limits:

General Aggregate	$4,000,000
Each Occurrence Limit	$2,000,000
Sexual Abuse/Molestation	$2,000,000

17. **Certificates of Insurance:**
    a. Upon Agreement execution**,** Subrecipient shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.
    b. Prior to commencing work or services under this Agreement, Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE SUBRECIPIENT AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF AGREEMENT.
    c. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual Certificates of Insurance.
    d. If a policy does expire during the life of the Agreement, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.
18. **Cancellation and Expiration Notice:**
    a. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
    b. If the Subrecipient provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Subrecipient shall carry minimum liability coverage of $2,000,000 each occurrence and provide the County with proof of coverage.
19. **Subcontractors**:

Subrecipient's certificate(s) shall include all subcontractors as insureds under its policies or Subrecipient shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

20. **Approval:**
Any modification or variation from the insurance requirements in any Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

21. **Exceptions:**
In the event the Subrecipient or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

HH. BONDING

1. The Subrecipient shall not receive any initial reimbursements under this Agreement in an amount greater than the Subrecipient's bonding limit. Subrecipient shall provide the Assistant Director with documentation of required bonding.
2. Subrecipient shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.
3. Bonding requirements shall prevail throughout the term of this Agreement.

II. GRIEVANCE PROCEDURE

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the Subrecipient's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

JJ. NONDISCRIMINATION

The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, US Military veteran status or disability. The Subrecipient shall include this clause in all of its Subcontracts.

KK. EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and Executive Orders 11375 amending Executive Order 11246 and implementing regulations at 41 CFR part 60, as well as, Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

LL. DISABILITY REQUIREMENTS

Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

MM. FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable State and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

NN. RETENTION OF RECORDS

1. This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Subrecipient that are related to this Agreement.
2. The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of any and all of the records.

OO. ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, the Subrecipient shall reimburse the County for the services not supported and documented.

PP. COMPETITIVE BID REQUIREMENTS

1. Equipment

   If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

   a. Procurements in excess of $300, but less than $1,000, require oral price quotations from two or more vendors. The Subrecipient shall keep and maintain a record of the vendors' verbal quotations. The Subrecipient's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
   b. Procurements exceeding an aggregate amount of $1,000 must be approved by the County. At least three (3) bidders shall be solicited to submit written quotations. The Subrecipient shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2. Supplies

   If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than $300, unless the Subrecipient obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.

3. Minority, Women and Small Business Enterprises
   The Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.
4. Bidding Procedures
   If the Subrecipient is a Public Agency, the Subrecipient's own bidding procedures shall govern.
5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

QQ. PROPERTY

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the County, and shall revert to the County upon termination of this Agreement, unless the County determines otherwise. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the County.

RR. IMMIGRATION LAWS AND REGULATIONS

1. **Federal Immigration and Nationality Act**
   a. The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.
   b. By entering into this Agreement, both Parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Both Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. Both Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
   c. The Parties may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, then the Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the Subrecipient or its subcontractor.
2. **Arizona Law**: The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:
   a. That Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
   b. That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability;
   c. That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Subrecipient or Vendors employee who works on this Agreement to ensure that the Subrecipient or Vendors is complying with the warranty provided under subsection 1 above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

SS. DRUG FREE WORKPLACE ACT

The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that the Subrecipient and grantees of federal funds must certify that they will provide drug-free workplaces that comply with federal law. This certification is a precondition to receiving a grant or entering into this Agreement.

TT. GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The Subrecipient is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

UU. STATUTORY RIGHT OF CANCELLATION

Notice is given that pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other Party of this Agreement with respect to the subject matter of this Agreement. The County may also recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of this County from any other Party to this Agreement arising as the result of this Agreement.

VV. EMPLOYMENT DISCLAIMER

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the Subrecipient is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

WW. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned by signing and submitting this Agreement has the authority to certify the Subrecipient to the terms, representations and/or warrants of this Certification. The Subrecipient, defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. shall immediately notify the County if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation, The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
6. shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

The Subrecipient shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.

Should the Subrecipient not be able to provide this Certification, an explanation as to why shall be immediately provided to the County, Attention: Community Development Assistant Director, 234 N. Central Ave., Third Floor, Phoenix, AZ 85004.

XX. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

1. The Parties agree that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
2. Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Subrecipient and copies provided to County upon request; and
3. Subrecipient shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

YY. COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient shall comply with State and other laws regarding eligibility for public benefits including ARS § 1-501 and § 1-502 which states that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

1. All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.
2. All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.
3. The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements 1 and 2, above.
4. Employees of Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law

5. Public benefits are defined in ARS 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.
6. Programs, services, or assistance such as soup kitchens, crisis counseling and intervention, and short-term shelter which meet the following conditions are exempt from ARS 1-501 and 1-502.
   a. deliver in-kind services at the community level, including through public or private nonprofit agencies;
   b. do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and
   c. are necessary for the protection of life or safety.

SECTION II

SPECIAL PROVISIONS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement then the Compensation Provisions shall control.

B. STANDARDS

The Subrecipient shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the County whenever the Subrecipient is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Subrecipient acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in this Agreement may subject the Subrecipient to the remedies provided in the Default and Remedies for Noncompliance established by the General Provisions.

C. COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties hereto, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to the Default and Remedies for Noncompliance provided in the General Provisions.

D. AUDIT REQUIREMENTS

The Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either audited financial statements prepared in accordance with federal single audit requirements; or, Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

E. GENERAL PROGRAM PROVISIONS

In accordance with HOME Program regulations, the Subrecipient agrees to implement the Program fully as described in each Work Statement in accordance with the terms of the Five-Year Consolidated Plan and the Annual Action Plan submitted by the County to HUD for funds to carry out the Program and the Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with any Cooperation Agreements with the Municipality (as applicable). The Annual Action Plan is hereby incorporated by reference into this Agreement. In summary, the Program is described in Work Statement, Section III. The Subrecipient shall be responsible to provide various reports of all activities related to the Work Statement. The Subrecipient agrees to submit to the County required reports:

1. **Program Income Reports** are due monthly with supporting documentation and with each Request for Reimbursement.
2. **Contract Performance Reports** due on the 15th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June). Report shall address all programs described in the Work Statement. Failure to submit timely Agreement Performance Reports will result in suspension of payment reimbursement requests until all reports are brought current. Agreement Progress Reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the Subrecipient must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the

costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unrented as described in §92.252.

3. **Monthly Request for Reimbursements** Subrecipient must use the required Monthly Request for Reimbursement form and must include all supporting documentation, a Match Log, Monthly Summary of Program Income/Recaptured Funds Report, and supporting documentation;
4. **HOME Setup Reports** are due within one (1) year from the date this Agreement is fully executed. According to 92.250 (b): Before Setup Reports are submitted, the Subrecipient must evaluate the project in accordance with guidelines that it has adopted for determining a reasonable level of profit or return on owner's or developer's investment in a project and must not commit or invest any more HOME funds, alone or in combination with other governmental assistance, than is necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the period of affordability in 24 CFR 92.252 and 254) and that will not provide a profit or return on the owner's or developer's investment that exceeds the Subrecipient's established standards for the size, type and complexity of the project.
5. **HOME Completion Reports** are due no later than sixty (60) days of final payment requests. HOME Completion Report must include all required documents as described in this Agreement.
6. **Request for Reimbursement** form with required documentation for each activity is due within 45 (forty-five) days of submitting a HOME Setup Report. and within every 90 (ninety) days thereafter until the project is completed.
7. **Other HUD**-required reporting data as applicable.

F. PROGRAM INCOME

Means all gross income received by the Subrecipient directly generated from the use of funds provided by this Agreement or matching contributions. Program income must be used in accordance with the requirements of 24 CFR 92.503. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Program income may be retained and used by the Subrecipient under the following conditions: submit to the County with documentation supporting the amount of program income received and expended. Monthly Summary Program Income Reports are due to the County by the 15th day of the following month (i.e. due on August 15th for the month of July).

Program income derived from Maricopa HOME Consortium activities undertaken by a Subrecipient which thereafter terminates its participation in the consortium continues to be program income of the consortium and must be returned to the County.

Program Income includes, but is not limited to: [1] proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions, [2] gross income from the use or rental of real property, owned by the Subrecipient that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less cost incidental to generation of the income (program income does not include gross income from the use, rental or sale of real property received by the project owner, developer, or sponsor, unless the funds are paid by the project owner, developer, or sponsor to the participating jurisdiction, subrecipient or State recipient); [3] payments of principal and interest on loans made using HOME funds or match contributions; [4] Proceeds from the sale of loans made with HOME funds or matching contributions; [5] Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions; [6] Interest earned on program income pending its disposition; and [7] Any other interest or return on the investment permitted under 24 CFR 92.205(b) of HOME funds or matching contributions.

Program Income received by the Subrecipient shall be tracked by the Subrecipient and accounted for in a separate fund or account and reported monthly to the County in the required format. Program Income that is received after the end of this Agreement shall be shall be sent to the County in accordance with 24 CFR § 92.503 within 30 days after the expiration of this Agreement.

G. RECAPTURED FUNDS

Recaptured funds are HOME funds which are recouped by the Subrecipient when HOME assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by 24 CFR 92.254(a) (4). The amount of the recapture is determined by the recapture requirements established by the Subrecipient in accordance with 24 CFR 92.254(a) (5) (ii). In accordance with 24 CFR 92.503(c), recaptured funds must be deposited in a separate account and have support back-up evidencing recaptured funds.

Recaptured funds must be used for eligible HOME activities in accordance with the requirements of the HOME statute and regulations, in the same manner as program income must be used. However, unlike program income, since recaptured funds represent a return of the original HOME investment, 10% of the recaptured funds may not be used for eligible administrative and planning costs. The Subrecipient must enforce the recapture agreements and account for the source and application of recaptured funds, in accordance with the record keeping requirements of 24 CFR 92.508. Recaptured funds may be retained and used by the Subrecipient under the following conditions: submit to the County documentation supporting the amount of recaptured funds received and expended. Monthly Summary of Recaptured Fund Reports which are due to the County by the 15th day of the following month (i.e. due on August 15th for the month of July).

Recaptured funds received from Maricopa HOME Consortium activities undertaken by the Subrecipient which thereafter terminates its participation in the consortium must be returned to the County.

H. REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS

Upon expiration of this Agreement, any real property under the Subrecipient control that was acquired or improved in whole or in part with HOME funds must be occupied by low and/or very low income households and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded covenants running with the land. The option to use deed restrictions or covenants running with the land must include period of affordability set forth in §92.252 and §92.254.

I. DEOBLIGATION

The County may reduce funds from the funding award evidenced by this Agreement, under the following circumstances:

1. The Subrecipient completes performance under the Work Statement without using all funds provided by the County under this Agreement;
2. This Agreement expires all funds are expended;
3. The County original allocation was a loan and the Subrecipient paid the loan;
4. Cancelled or changed an Program required under the Work Statement for reasons other than non-performance;
5. This Agreement has otherwise been terminated. The County may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Subrecipient.

J. REDUCTION IN FUNDS

The County may reduce funds from the amount of the funding award evidenced by this Agreement, under the following circumstances: 1) The County determines that the Subrecipient failed to use the funds provided by the County under this Agreement in compliance with the terms and conditions outlined herein; or 2) the Subrecipient fails to perform in accordance with the performance obligations

set forth in the Statement of Work and Project Schedule or the terms of this Agreement. The County may reduce funds under this Agreement under the foregoing circumstance upon written notice to the Subrecipient.

K. REPAYMENT OF FUNDS

Subrecipient agrees to repay funds provided under this Agreement in compliance with the terms of this Agreement or the requirement of applicable laws and regulations. This repayment obligation extends to but is not limited to questioned costs identified in HUD monitoring or Single Audit and repayments required by HUD for failed projects during the period of affordability for projects financed under this agreement. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than one hundred eight (180) days following the written determination of noncompliance by the County.

L. FUNDS REMAINING AT EXPIRATION

Upon expiration of the Agreement, the Subrecipient shall transfer to the County any unexpended funds advanced to the Subrecipient by the County under this Agreement.

M. ADMINISTRATIVE REQUIREMENTS

In accordance with federal regulations, including 24 CFR § 92 et seq., the County is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.

1. FINANCIAL RECORDS: Subrecipient accounting system and financial records shall comply with the applicable requirements and standards of 2 CFR 200 *et seq*... Such systems shall be subject to monitoring from time to time by the County or by HUD.
   a. The Subrecipient agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
   b. Subrecipient is to adhere to applicable audit requirements as described and in accordance with 2 CFR 200 *et seq*. In addition, all Subrecipients must provide annual single-audit reports or annual audited financial statements to the County.
   c. Subrecipient is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503(b)(3).

2. DOCUMENTATION AND RECORD KEEPING:
   a. Records to be Maintained The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to records:
      i. Demonstrating that the Subrecipient is and remains a qualified Subrecipient;
      ii. Providing a full description of each projects undertaken and its impact;
      iii. Required determining the eligibility of activities;
      iv. Demonstrating compliance with environmental review requirements;
      v. Required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);
      vi. Demonstrating citizen participation;
      vii. Demonstrating compliance regarding acquisitions, displacement, relocation and replacement housing;
      viii. Demonstrating continuing compliance for all activities and/or compliance with resale or recapture provisions of the affordability standards;

ix. Documenting compliance with the fair housing and equal opportunity components of the HOME program;
x. Financial records as required by 24 CFR Part 570.502, 2 CFR 200 *et seq.* and OMB Circulars;
xi. Other records necessary to document compliance with HOME requirements;
xii. Documenting compliance with Section 3 of the Housing Development Act of 1968;
xiii. Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans associated with owner-occupied housing activities;
xiv. Supporting that the Subrecipient has maintained client data demonstrating clients served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low income persons or groups and that no conflict of interest exists.
xv. As demonstrated compliance with applicable Federal, State and local laws and regulations, including compliance with ARS § 1-501 and § 1-502 (Attachment A).

b. Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.

c. Disclosure – The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service.

d. Program Activity Reports – Such reports as required by the County including, but not limited to HOME Setup/Completion Report, Agreement Performance Reports, Program Income/Recaptured Funds Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data as applicable shall be submitted in accordance with the Current Practices Manual at the completion of each Program which is described under the Work Statement.

e. Audits and Inspections – All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees or the Federal Government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Current Practices Manual concerning Subrecipient audits. The Annual Audit requirement is applicable to all levels of funding received by Subrecipient via this Agreement, even if the level of funding is less than the current thresholds cited in 2 CFR 200.501

f. Performance Monitoring – The COUNTY shall monitor the SUBRECIPIENT to determine if HOME-funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the SUBRECIPIENT against goals and performance standards required herein. SUBRECIPIENT will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring as set forth in the HOME Consortium Monitoring Current Practices. Failure of Subrecipient to administer, implement and perform as determined by federal regulations and County shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.

g. Policy/Administrative Manuals Use - Subrecipient agrees to be familiar with and comply with the policies/procedures established in the most recent Current Practices Manual. Noncompliance with the Current Practices Manual shall constitute a breach of Agreement.

N. ENVIRONMENTAL REVIEW CONDITIONS

Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the Subrecipient. Exempt activities described in § 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD and/or the County provides written authorization based on approval of an ERR.

An option agreement (to purchase land or a single family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use fund based on a completion ERR. The cost of the option must be a nominal portion of the purchase price.

1. The Subrecipient agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.
   a. Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement.
      i. Clean Air Act, 42 USC § 7401, *et seq*., as amended.
      ii. Federal Water Pollution Control Act, as amended, 33 USC § 1251, *et seq*., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
      iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
      iv. Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
   b. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.
   c. Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic places, or included on any state or local historic property inventory or any archaeological findings.

d. Release Of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

O. THE SUBRECIPIENT CERTIFIES

1. That it is a municipality that meets the applicable requirements of the HOME Program.
2. That it possesses legal authority to execute this Agreement.
3. That its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the Subrecipient to execute this Agreement and to comply with the terms of this Agreement.
4. That the activity described shall be carried out and services administered in compliance with all federal laws and regulations as follows:
   a. Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of 2 CFR 200 *et seq*.

P. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS

1. The Parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR §§ 92.350-92.454 include:
   a. The requirements of the Fair Housing Act, 42 CFR §§ 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Come, p. 652 and 3 CFR 1980 Come. p. 307) and implementing regulations at 24 CFR §107: and Title VI of the Civil Rights Act of 1694, 42 U. S. C. § 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
   b. Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act;
   c. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the regulations at 24 CFR § 146;
   d. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR Part 8; and, Americans with Disabilities Act 1990;
   e. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR §§ 1964-65, Come, p. 339);
   f. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities); and
   g. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability Act.
2. The Parties to this Agreement agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The

parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.

3. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
4. County, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 CFR Part 58. The County will assume the responsibilities for the Request for Release of Funds. The Subrecipient agrees not to commit or incur expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the Subrecipient has incurred expenses in violation of the NEPA requirements, the Subrecipient will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The Subrecipient agrees to provide all necessary assistance to the County in completing this environmental review process.
5. The Parties to this Agreement agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.
6. The Parties to this Agreement agree to abide with the Davis-Bacon Act (40 U.S.C. § 276a-5) and the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).
7. The Parties to this Agreement agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128) as they apply to this HOME Program.
8. The Parties to this Agreement agree to abide by the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
9. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42.U.S.C. § 4821. et seq.) and is therefore subject to 24 CFR Part 35.
10. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
11. The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges
    a. That the Subrecipient and its subcontractors/vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214 (A);
    b. That a breach of a warranty under subsection a above, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contact;
    c. That the County retains the legal right to inspect the employment papers of any Subrecipient or vendors employee who works on the Agreement to ensure that the Subrecipient or vendor is complying with the warranty provided under subsection a above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and

d. That nothing herein shall make any Subrecipient, or vendor an agent or employee of the County;

12. That the Current Practices Manual shall be made accessible to all applicable Subrecipient staff.

Q. REGARDING SUBCONTRACTS AND VENDORS

1. Approvals – Unless expressly authorized in the written Agreement by the Subrecipient exempt activities such as architectural, engineering and administration may be undertaken and reimbursed by the County prior to receipt of HUD Request Release of Funds RROF. Exempt activities described in 24 CFR 58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise the Subrecipient shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs enter into by a subcontract(s) with any agency or individual in the performance of this Program that are not exempt activities without the Release of Funds (ROF) from the County prior to the execution of such Agreement.
2. DUNS Number -- All subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management, or SAM.
3. Fees – Subrecipient and all subcontractors under this Agreement shall not charge servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by 24 CFR 92.214(b)(1).
4. Selection Process – The Subrecipient shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the County along with documentation, if requested concerning the selection process.
5. Section 3 of the Housing and Urban Development Act of 1968 – The Subrecipient shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the vendor is in violation of regulations issued by the grantor agency. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR § 135. The Subrecipient has the responsibility of determining Section 3 eligibility.
6. Monitoring – The Subrecipient shall monitor/review all subcontracted services on an annual basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in Contract Performance Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

R. THE COUNTY CERTIFIES

1. That the public purpose is served by the financial participation of the County in the Statement of Work.
2. That the HOME Program funds designated for the Statement of Work constitutes reasonable and prudent assistance necessary for completion of the Program.

S. PROGRAM COMPLETION

Upon completion of the Work Statements, all unspent HOME resources shall be forfeited to the County for reallocation as defined by Maricopa HOME Consortium Policies and Procedures. The Subrecipient shall continue to be responsible for compliance activities until all HOME requirements and contractual obligations are met including affordability restrictions. The Subrecipient obligation shall not end until all close-out requirements are completed. The County will notify the Subrecipient in writing that a Completion Report is due to the County within sixty (60) days of one of the following occurrences:

1. Funds have been expended for the activity;
2. The Work Statement has been completed;

3. The Agreement period set forth in this Agreement has expired; or
4. The Agreement has otherwise been terminated.

Following the receipt and approval of the Completion Report for each activity, the County will notify the Subrecipient in writing that each activity is closed. In compliance with 24 CFR 92.502(d) all project completion data shall be entered in IDIS within 120 days of the final drawdown for all activity types. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 CFR 92.251, the final draw has been disbursed; and the projection completion data entered into IDIS.

For the purposes of rental project, the project is complete when construction is complete and the units are ready for occupancy. The identification of a beneficiary is not required for project completion. Vacant rental units may be marked as vacant when completion data is entered.

T. FAILURE TO MAKE PROGRESS

1. Failure of the Subrecipient to make progress according to the Work Statement may result in Agreement termination, deobligation of funds or recapture of funds. SUBRECIPIENT agrees to meet with the County at the site in which the funded activity is taking place to discuss progress and allow the County to provide technical assistance if:
   a. The Subrecipient fails to complete its Environmental Review pursuant to section 9 within one hundred and eighty (180) calendar days from the date the County executes this Agreement;
   b. The Subrecipient fails to commit funds to a specific local project in performance of and in accordance with the terms of this Agreement within twelve (12) months from the execution date the County executes this Agreement. Commit for the purposes of this paragraph shall have the same meaning as 24 CFR 92.2(2)(i)-(iii);
   c. The Subrecipient fails to expend HOME funds in performance of and in accordance with the terms of this Agreement within twenty-four (24) months from the date the County executes this Agreement.
2. The County will terminate any Agreement and recapture funds from the same Agreement in which the Subrecipient does not timely perform the activities described above or in the milestones in the Statement of Work of this Agreement. The County in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate the Agreement for cause pursuant to Section I of this Agreement.
3. In the event that a project is not completed within two years from the date that the County executes this agreement, the Subrecipient must repay the HOME funds unless the Subrecipient requests and the Consortium grants an amendment to the Agreement prior to ninety (90) days of Agreement expiration..

U. GENERAL CONDITIONS

1. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the County from HUD pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the HOME Program regulations. Notwithstanding any other provisions of this Agreement, any payment to Subrecipient by County under this Agreement is contingent upon the actual receipt of funds from HUD.
2. Both parties acknowledge that no member of the governing body, nor any employee of the County who exercises any functions or responsibilities in connection with the carrying out of the activity to which this Agreement pertains, has any personal interest direct or indirect in this Agreement.

3. The County may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and in compliance with the procedures in the Current Practices Manual. Such amendments shall not invalidate this Agreement nor relieve or release the County or Subrecipient from its obligations under this Agreement. Amendments shall be filed with the original Agreement.
4. Changes – The County may, at any time, by written Amendment executed by the Director or designee, make changes within the general scope of this Agreement in any one or more of the following areas:
   a. Work Statement activities which do not :
      i. Increase or decrease the amount of total Agreement funding;
      ii. Modify the project timeline as long as the last day of the project timeline is within the end date of the Agreement; or
      iii. Modify terms consistent with any change to the Work Statement required by Federal, State, or County regulations ordinances or policies.
   b. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements. It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.
   c. The County may increase or decrease funding resulting from a reallocation pursuant to a majority vote of the Consortium members with the agreement of both parties; provided the change in funding is approved by the Board of Supervisors.
   d. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
   e. Subrecipient agrees to be familiar with, update as necessary, and comply with the policies/procedures established in the most recent HOME Consortium Current Practices Manual and all provisions in the most recent Current Practices Manual. Non-compliance with the HOME Consortium Current Practices Manual shall constitute a breach of Agreement.
   f. Subrecipient agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Subrecipient observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the County, in writing, and any necessary changes shall be accomplished by appropriate written modification.
   g. Should the Subrecipient perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local governments.
   h. Acknowledge the contribution of the County HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.
   i. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME CERTIFICATIONS.

V. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient must transfer to the County any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds. Unexpended funds must be deobligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa HOME Consortium staff, may reallocate any unencumbered funds per the Consortium reallocation policy, as stated in the Maricopa

HOME Consortium Intergovernmental Agreement -Three Year Cooperative Agreement. A written letter to deobligate funds will be sent to the Subrecipient from the County a minimum of ninety (90) days prior to termination of Agreement.

SUBRECIPIENT HOME CERTIFICATION

In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR 92.150 of the Home Investment Partnership Program Rule, the Subrecipient certifies that:

(A) Before committing any funds to a activity, the Subrecipient will evaluate the activity in accordance with 24 CFR 92.504 and the guidelines that it adopts for this purpose and complete all assessments required by the rules, including, but not limited to:

1. Complete all income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, refinancing guideline, homebuyer program policies and affordability requires;
2. Complete a timely environmental review;
3. Complete an underwriting review; assess developer capacity, fiscal soundness and neighborhood market conditions; and
4. The Subrecipient will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

(B) The Subrecipient will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.

(C) The Subrecipient understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.

(D) The submission of the program description is authorized under State and local law (as applicable), and that the Subrecipient possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;

(E) The Subrecipient will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations and the requirements of 24 CFR 92.353;

(F) The Subrecipient will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;

(G) The Subrecipient will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
   i. The dangers of drug abuse in the workplace;
   ii. The participating jurisdiction's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
   i. Abide by the terms of the statement; and
   ii. Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the County in writing, within ten calendar days after receiving notice under paragraph 4 ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4ii., with respect to any employee who is so convicted
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

(H) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
3. The Subrecipient will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.

(I) The Subrecipient shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, Subrecipients, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

_____ _____

Signature (Subrecipient Representative) Date

_____ _____

Printed/Typed Name Title

JURISDICTION CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction shall affirmatively further fair housing, which means it shall conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It shall or shall continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee shall -
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Affirmative Marketing -24 CFR 92.351

1. Subrecipient must adopt and follow affirmative marketing procedures and requirements for rental and homebuyer projects containing five or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME- funded programs, including, but not limited to, tenant-based rental assistance and down payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If the jurisdiction's written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the jurisdiction must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the project.
2. The affirmative marketing requirements and procedures adopted must include:
   (i) Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);
   (ii) Requirements and practices each subrecipient and owner must adhere to in order to carry out the jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);
   (iii) Procedures to be used by subrecipients and owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program or the housing without special outreach (e.g., through the use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);
   (iv) Records that will be kept describing actions taken by the jurisdiction and by subrecipients and owners to affirmatively market the program and units and records to assess the results of these actions; and
   (v) A description of how the jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.
3. A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in paragraphs (a) and (b) of this section.

Minority outreach-24 CFR 92.351

The Subrecipient must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 85.36(e) of this title describes actions to be taken by a jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or shall 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, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It shall require that the language of paragraph 1 and 2 of this anti-lobbying 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 Subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It shall comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____ _____

Signature/Authorized City Official Date

_____ _____

Printed/Typed Name Title

_____

City Name

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings), or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

   a. Place of Performance: City of Glendale

   b. Check ___ if there are workplaces on file that are not identified here.

   c. The certification with regard to the drug free-workplace is required by 24 CFR Part 24, subpart F.

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

   a. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
   b. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

   c. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

   d. "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent Subrecipients not on the grantee's payroll; or employees of Subrecipients or vendors in covered workplaces).

SECTION III

WORK STATEMENTS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

MARICOPA COUNTY
HOME Investment Partnerships Program
FY 2015-2016

DUNS #: 07-752-3579

Consortium Member: Glendale, Arizona

Program Year: FY 2015-2016

Project: Housing Rehabilitation

FY 2015-2016 HOME Funds: $214,146

Type of Property: Single Family

A. DETAILED SCOPE OF WORK:

Include the following-

1. Consolidated Plan goals as it relates to this activity, include the priority rating i.e. High, Low High

2. Type of assistance/activity to be provided with HOME funds:
   Single Family Housing Rehabilitation/or Replacement Housing

3. Methods and instruments used for ensuring affordability:
   The City of Glendale will utilize the Recapture Provision secured by Deed and Promissory Note

4. Anticipated use of program income/project proceeds:
   Funds will be invested in future single family projects.

B. OBJECTIVES AND OUTCOMES (Check appropriate box below.):

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	**AFFORDABILITY**	**SUSTAINABILITY**
DECENT HOUSING	Single Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	Housing Activities in a targeted revitalization area

C. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	**ACTIVITIES** In order to address the issue, the subrecipient will conduct the following activities:	**OUTPUTS** Once completed, these activities will produce the following:	**OUTCOMES** When completed, these activities will lead to the following changes:	**IMPACT** Long term changes:
HOME funding	Homeowner Rehab/ or Replacement Housing	Owner occupied housing rehabilitation	Low to moderate income families have safe and decent housing	Stable neighborhoods

D. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	**Number of Households**	**Total Number of Units**	**Number of <u>HOME Assisted</u> Units in program (if rental)**
Households at or below **50%**	1	1	
Households at or below **60%**	1	1	
Households at or below **80%**	1	1	
TOTAL	**3**	**3**	

E. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	**No. of Units**
Elderly	
Physically Disabled	
Other Priority Populations: Veterans	

F. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

MILESTONES	START DATE	COMPLETION DATE
HOME Contract signed by City Council	Jan 2016	Jan 2016
Market Study	Sept 2015	Dec 2015
Underwriting	NA	NA
Secure Financing	NA	NA
Environmental Review	Jan 2016	July 2018
Obtain Site Control	NA	NA
RFQ Issued	NA	NA
Developer Selected and Signed Development Contract	NA	NA
Home Set up Report to County	July 2015	July 2017
Acquisition and/or Rehab and/or Construction to commence	Jan 2016	Jan 2018
Rehab complete or Certificate of Occupancy	Jan 2016	Jan 2018
Unit Occupied by Low/Moderate Income Person/Family	Jan 2016	Jan 2018
Completion Report submitted to City		Jan 2018

Any change to the Timeline will need to be submitted to and approved by Maricopa County.

G. ACTIVITY BUDGET SUMMARY:

ACTIVITIES	**HOME FUNDS FY 2015-2016**	**Additional Sources* (defined in Table H.)**	**TOTAL COST**
ACQUISITION			
Land			
Buildings			
Closing Costs			
Legal Fees			
TOTAL			
SITE & DEMOLITION			
Site Work			
Demolition			
TOTAL			
NEW CONSTRUCTION or REHAB			
Construction Costs-Materials	$184,924		
Builder Overhead			
Builder Profit			
General Requirements			
Consultant/Specialist			
Permits & Fees			
Construction Contingency			
Sales Tax			
Other-Infrastructure			
TOTAL	**$184,924**		**$184,824**
ARCHITECTURAL FEES			
Design			
Supervision			
Other			
TOTAL			
CONSTRUCTION INTEREST & FEES & LEGAL FEES			
Construction Interest			
Bond Premium			
Title & recording			
Insurance			
Legal Fees			
TOTAL			
ADMINISTRATION COSTS			
Program Delivery			
Administrative Costs	$29,322		$29,322
Volunteer Labor			
GRAND TOTAL	**$214,146**		**$214,146**

H. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
n/a		
TOTAL	**$**	**$**

I. MATCH:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED TO THE PROJECT:
Match commitment must equal 25% of the HOME funds requested.
Documentation is due at the time of request for payment(s).
Match Logs must be submitted annually by June 30th of each year.

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	$46,206	$46,206
Value of waived taxes, fees or charges associated with HOME projects		
Value of donated land or real property		
Cost of infrastructure improvements associated with HOME projects		
Percentage of proceeds from single- or multi-family state housing bonds		
Value of donated materials, equipment, labor and professional services		
Sweat equity		
TOTALS	**$46,206**	**$46,206**

MARICOPA COUNTY
HOME Investment Partnerships Program
FY 2015-2016

DUNS #:07-752-3579

Consortium Member: Glendale, Arizona

Program Year: FY 2015-2016

Project: Acquisition of Land and Construction of New Housing

FY 2015-2016 HOME Funds: $255,000

Type of Property: Single Family

A. DETAILED SCOPE OF WORK:

Include the following-

1. Consolidated Plan goals as it relates to this activity, include the priority rating i.e. High, Low High

2. Type of assistance/activity to be provided with HOME funds:
   Construction of new housing, rehabilitation and down payment assistance.

3. Methods and instruments used for ensuring affordability:
   The HOME funds will be secured by a Deed of Trust and Promissory Note using the recapture provision.

4. Anticipated use of program income/project proceeds:
   Program Income will be reinvested for future projects.

B. OBJECTIVES AND OUTCOMES (Check appropriate box below.):

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	**AFFORDABILITY**	**SUSTAINABILITY**
DECENT HOUSING	☐ Single Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☑ Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

C. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	**ACTIVITIES** In order to address the issue, the subrecipient will conduct the following activities:	**OUTPUTS** Once completed, these activities will produce the following:	**OUTCOMES** When completed, these activities will lead to the following changes:	**IMPACT** Long term changes:
HOME funding	Rehabilitation or New Construction of Single Family Housing	Expand affordable housing opportunities	Low to moderate income families become first time homebuyers	Stable neighborhoods

D. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	**Number of Households**	**Total Number of Units**	**Number of <u>HOME Assisted</u> Units in program (if rental)**
Households at or below **50%**			
Households at or below **60%**	3	3	
Households at or below **80%**			
TOTAL	**3**	**3**	

E. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	
Physically Disabled	
Other Priority Populations: Veterans	

F. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

MILESTONES	START DATE	COMPLETION DATE
HOME Contract signed by City Council	Jan 2016	February 2016
Market Study	September 2015	December 2015
Underwriting	September 2015	December 2015
Secure Financing		
Environmental Review	Jan 2016	Jan 2018
Obtain Site Control	N/A	N/A
RFQ Issued	N/A	N/A
Developer Selected and Signed Development Contract	N/A	N/A
Home Set up Report to County	Jan 2016	Jan 2018
Acquisition and/or Rehab and/or Construction to commence	Jan 2016	Jan 2018
Rehab complete or Certificate of Occupancy	Jan 2016	Jan 2018
Unit Occupied by Low/Moderate Income Person/Family	Jan 2016	Jan 2018
Completion Report submitted to City	Jan 2016	Jan 2018

Any change to the Timeline will need to be submitted to and approved by Maricopa County.

G. ACTIVITY BUDGET SUMMARY:

ACTIVITIES	**HOME FUNDS FY 2015-2016**	**Additional Sources* (defined in Table H.)**	**TOTAL COST**
ACQUISITION			
Land		$40,000	$40,000
Buildings			
Closing Costs			
Legal Fees			
TOTAL		$40,000	$40,000
SITE & DEMOLITION			
Site Work	$60,000		$60,000
Demolition			
TOTAL	$60,000		$60,000
NEW CONSTRUCTION or REHAB			
Construction Costs-Materials	$180,000	$45,000	$225,000
Builder Overhead			
Builder Profit			
General Requirements			
Consultant/Specialist			
Permits & Fees		$15,000	$15,000
Construction Contingency			
Sales Tax			
Other-Infrastructure			
TOTAL	$180,000	$60,000	**$240,000**
ARCHITECTURAL FEES			
Design			
Supervision			
Other			
TOTAL			
CONSTRUCTION INTEREST & FEES & LEGAL FEES			
Construction Interest			
Bond Premium			
Title & recording			
Insurance			
Legal Fees			
Other			
TOTAL			
ADMINISTRATION COSTS			
Program Delivery			
Personnel Costs		$19,000	$19,000
Volunteer Labor		$108,000	$108,000
TOTAL		$127,000	$127,000
GRAND TOTAL	**$240,000**	**$227,000**	**$467,000**

H. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
HOME Sponsorships	$119,000	
Volunteer Labor		$108,000
TOTALS	**$119,000**	**$108,000**

I. MATCH:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED TO THE PROJECT:
Match commitment must equal 25% of the HOME funds requested.
Documentation is due at the time of request for payment(s).
Match Logs must be submitted annually by June 30th of each year.

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	HOME Sponsorships	$63,750
Value of waived taxes, fees or charges associated with HOME projects		
Value of donated land or real property		
Cost of infrastructure improvements associated with HOME projects		
Percentage of proceeds from single- or multi-family state housing bonds		
Value of donated materials, equipment, labor and professional services		
Sweat equity		
TOTALS		**$63,750**

SECTION IV

COMPENSATION

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

A. COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth below, County will pay the Subrecipient compensation for services rendered as indicated in the following subsections.

B. METHOD OF PAYMENT

Subrecipient agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment A) to County. Subrecipient may request funds only after the Subrecipient has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for project activities. Request for reimbursement must be made using the Request for Reimbursement form incorporated in this Agreement.

Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the Subrecipient requests funds from the County.

County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof.

Subrecipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may otherwise be reasonably required by the County to determine or confirm that any such expenditures are pursuant and within the scope of work.

C. TIMELINESS

Subrecipient will submit Requests for Reimbursements to the County at least monthly. Subrecipient must seek reimbursement of expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1 through June 30 and all Requests for Reimbursement shall be submitted no later than July 10th for the preceding fiscal year.

D. REIMBURSEMENT

The County shall provide financial assistance in an amount up to Four Hundred Sixty-Nine Thousand One Hundred Forty-Six dollars ($469,146) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

E. RELEASE OF FUNDS (ROF)

No funds may be encumbered prior to the completion of the Environmental Review except for exempt activities as described in 24 CFR 58.34(a)(1)-(11) that generally have no physical impact on the environment. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

SECTION V

FORMS

MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT

ATTACHMENT A
Request for Reimbursement Form- Page 1

Maricopa HOME Consortium Subrecipient Contract **REQUEST FOR REIMBURSEMENT**

FY: **Reimbursement #:**

MARICOPA COUNTY HUMAN SERVICES DEPT REQUEST FOR REIMBURSEMENT SUMMARY PAGE 1 OF 2									
Subrecipient Name								Date	
Contract No								Reporting Category	
Subrecipient Address								Contract Amount	$ -
Contact Person								Contract Balance	$ -
Phone				Email				Contract Start	
County Vendor#								Contract End	
Itemized Payment Statement (Page 2 of 2) must accompany this form. See Page 2 for Draw Types and Activity Codes. Actual receipts, invoices, bank statements or copies of such items MUST be included to process this request.									
a	b	c	d	e.	f	g	h	i	j
Draw Type (EN,CR	**Activity Code**	**IDIS Act No.**	**Address**	**PI Receipted in IDIS**	**IDIS Actvity Setup Amt. ($)**	**Amount Expended**	**Amount Requested**	**Remaining Balance**	**Final Draw for Activity Y/N**
					$ -	$ -		$ -	
					$ -	$ -		$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
								$ -	
Total				**$ -**	**$ -**	**$ -**	**$ -**		
Recipient Authorized Signature				Date	Title				
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.									
Performance Reports		Current ☐		Not Current ☐	For MCHSD Use Only				
Match Report		Current ☐		Not Current ☐					
MCHSD Sr. Grants Acct Approval									
MCHSD Project Coordinator Approval				Date		MCHSD Assistant Director Approval			Date

Request for Reimbursement Form-Page 2

REQUEST FOR REIMBURSEMENT - ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2								
Subrecipient	0					Date:	1/0/1900	
Subrecipient Contract #	0	Contract Period (Start/End)	1/0/1900	1/0/1900		Reimbursement #:		0
IDIS Activity Number	Allocation Year FY	Activity Type (NC, SFR). See below for codes.	Paid (or Payable) to Address Including ZIP + 4	Date Paid	Invoice PO	Check #	Amount of Request	Contract with Developer/Subrecipient Yes or No
Ex: #1111	FY14/15	NC	ABC Contracting	5/1/2015	#1	123	#########	Yes
Total							$ -	

DRAW TYPES:	CODES:
Entitlement	EN
CHDO Reserve Funds	CR
CHDO Operating Funds	CO

ACTIVITY DEFINITIONS:	CODES:
New Construction	NC
Owner Occupied Housing Rehabilitation	SFR
Homebuyer Financial Assistance	HFA
Acquistion Only	ACQ
Acquisition & Rehab- Homebuyer	AQR-HB
Acquisition & Rehab - Rental	AQR-R
Acquisition & New Construction - Homebuy	AQ-NC-H
Acquisition & New Construction - Rental	AQ-NC-R
Tenant Based Rental Assistance	TBRA
Administration	ADMIN

Attachment B
Maximum Subsidy Limits for Rental 221 (d) 3 Limits

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 221d3 AND 234 PER UNIT LIMITS EFFECTIVE DATE: MAY 8, 2012							
ARIZONA LOCALITIES							
AREA	BASE LIMITS	Yavapai and Coconino Counties	Douglas, Pima and Santa Cruz Counties	Cochise, Maricopa and Yuma Counties	Mohave and Navajo Counties	Greenlee, La Paz, and Pinal Counties	Apache, Gila and Graham Counties
		263	246	244	239	234	226
0 Bedroom	$52,586	$138,301	$129,361	$128,309	$125,680	$123,051	$118,844
1 Bedroom	$60,632	$159,462	$149,154	$147,942	$144,910	$141,878	$137,028
2 Bedroom	$73,124	$192,316	$179,885	$178,422	$174,766	$171,110	$165,260
3 Bedroom	$93,601	$246,170	$230,258	$228,386	$223,706	$219,026	$211,538
4 Bedroom	$104,275	$274,243	$256,516	$254,431	$249,217	$244,003	$235,661
ELEVATOR							
0 Bedroom	$55,339	$145,541	$136,133	$135,027	$132,260	$129,493	$125,066
1 Bedroom	$63,438	$166,841	$156,057	$154,788	$151,616	$148,444	$143,369
2 Bedroom	$77,140	$202,878	$189,764	$188,221	$184,364	$180,507	$174,336
3 Bedroom	$99,794	$262,458	$245,493	$243,497	$238,507	$233,517	$225,534
4 Bedroom	$109,543	$288,098	$269,475	$267,284	$261,807	$256,330	$247,567

ISSUED: 8-May-12

Note: *Starting in 2013, Section 221(d)(3) program limits will no longer be calculated and published by HUD due to the elimination of the 221(d)(3) Mortgage Program. The HOME statute and the HOME regulation at 24 CFR 92.250(a) limit the amount of HOME funds that a PJ may invest in a HOME-assisted unit. The maximum HOME per-unit subsidy limit is set at the basic Section 221(d)(3)(ii) mortgage limit for elevator-type projects, by bedroom size (with adjustments up to 240% for "high cost" geographic areas).*

Because HUD is no longer calculating 221(d)(3) limits, PJs must continue to use the ***2012 published Section 221(d)(3) limits for all HOME projects, until further notice from the Office of Community Planning and Development at HUD.*** *These limits were published in December 2011, and became effective January 1, 2012.*

Attachment C
Program Income and Recaptured Funds Received and Used Form

Monthly Summary of Program Income and Recaptured Funds Received and Used
Fiscal Year: 2014-2015
For the Month of:

Entity Name:
Preparer:
Date Prepared:

Program Income Earned					Program Income Used					
Date	Source	Amount	$ amount available for	Total to Date	Date	IDIS No.	Project Address	Amount	Total to Date	Remaining Balance
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
			-	$0.00					$0.00	$0.00
Total Available to reimburse administrative expe										
Recaptured Funds										
Date	Source	Amount	$ available for Admi	Total to Date						
			Recaptured funds are treated as program income, except that no portion of recaptured funds may be used to pay administrative expenses.				The total amount of funds used to reimburse administrative expenses may not exceed the total available to reimburse administrative expenses			

ATTACHMENT D
HOME Funds Match Certification Form

MARICOPA HOME MATCH
HOME FUNDS MATCH CERTIFICATION FORM

HOME Subrecipient:				Fiscal Year :					
MATCH CREDITS (From NON-FEDERAL SOURCES)				MATCH APPLICATION					
Date Received	Description and Source of Match credit	Amount of Match	YTD Amount of Match	Date of Expenditures	HOME IDIS No.	Amount of Expenditure	Applied Match 25%	YTD Amount of Applied Match	Available Match
			-				-	-	-
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I certify that this representation of HOME Funds Match is accurate and that the Match is from non-federal sources.

Signature: Date:

LICENSE AGREEMENT

THIS LICENSE, effective as of the _____ day of _____, 2016, is by and between the City of Glendale, an Arizona Municipal Corporation ("City") and Bethany 101, LLC, an Arizona limited liability company ("Bethany").

WITNESSETH:

In consideration of the mutual covenants and agreements given and exchanged, the parties declare, covenant and agree as follows:

1. **Premises.**

Bethany grants to City this license to use certain real property and improvements in Glendale, Arizona (hereinafter referred to as the "Premises"), as more particularly depicted in Exhibit A attached to this License. Said Premises shall exclude any areas currently in use as a temporary cell tower site.

2. **Term.**

This License is effective upon execution of the License by both parties, but City's permission to access and use the Premises will commence no earlier than 12:01 a.m. on January 13, 2016 (with the understanding that the City will not use the Premises for parking of vehicles until January 16, 2016). The License and the permission to access and use the Premises terminate at 11:59 p.m. on January 16, 2016.

3. **Fee.**

City will pay to Bethany the amount of Fifteen Thousand Dollars ($15,000) Dollars no later than fifteen (15) days following the date the last party signs this License in exchange for the use of the Premises (the "License Fee"). Said License Fee shall be fully-earned upon full execution of this License Agreement and no portion shall be refundable.

4. **Use of Premises.**

The City will use the Premises for parking to serve an event at University of Phoenix Stadium on January 16, 2016, including but not limited to preparing the Premises for the parking use (and the parties acknowledge and agree that such preparation work may begin as early as January 13, 2016) and restoring the Premises to their original condition, reasonable wear and tear, and cleanup excepted.

4.1 City shall promptly comply with all statutes, laws, ordinances, orders and regulations promulgated by any and all appropriate governmental authorities affecting the Premises and the cleanliness, safety, occupation and use of the Premises.

4.2 If necessary, the City will coordinate access to the Premises with the operators of any temporary cell towers located on the site and the farmer who leases the adjoining property owned by Bethany.

5. **Indemnity.**

To the extent permitted by law the City will defend, indemnify and hold harmless Bethany and its departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons that arise from the performance of this License and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents, unless the act, omission or negligent action is also the fault of Bethany or its departments, officers, employees and agents, in which case the City and Bethany are liable for their respective portions of fault. This indemnity obligation shall survive the expiration or termination of this License Agreement.

6. **Insurance.**

During the term hereof, City shall obtain Commercial General Liability Insurance on an occurrence basis that includes property damage, fire damage legal liability, bodily injury, personal and advertising injury, products and completed operations and contractual liability with limits not less than $5,000,000 per occurrence, $5,000,000 aggregate and $100,000 fire damage liability. City will furnish Bethany with evidence such insurance is in effect, including self-insurance. Said insurance amounts may be satisfied with a combination of underlying and umbrella policies.

7. **Notices.**

All notices, demands, consents, requests, attachments or designations by either party to the other shall be in writing and shall be sufficiently given and served on the other party if sent by certified mail, return receipt requested, postage prepaid, deposited in the United States mail, and addressed as follows:

BETHANY

Bethany 101, LLC
8160 N. Hayden Rd. Ste J208
Scottsdale, Arizona 85258
Attn: Scott Seldin

CITY

City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301
Attn: Jennifer Campbell

With a copy to:

City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301
Attn: City Attorney's Office

All such notices shall be effective three (3) days following deposit in the United States mail. Any method of hand delivery shall be effective upon delivery to any person at City or Licensee's address shown above, or to Licensee upon delivery to any employee of Licensee at the Premises.

8. **Miscellaneous.**

8.1 This License contains the entire understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior negotiations and understandings are superseded hereby and merged in this License. No party shall be liable or bound to any other person hereto in any manner by any agreement, warranty, representation or guarantee, except as specifically set forth herein.

8.2 The relationship of the parties hereto is solely that of City and Licensee and, under no circumstances shall the parties hereto be considered as partners or joint venturers.

8.3 This License shall be construed in accordance with and governed by the laws of the State of Arizona.

8.4 City acknowledges that Scott Seldin is a principal of Bethany 101, LLC and he holds an Arizona real estate brokers' license.

IN WITNESS WHEREOF, the parties have executed this License on the date first appearing above.

BETHANY
Bethany 101, LLC

By: Belmont Management Company, Manager
By: Scott Seldin, President

CITY
City of Glendale

Richard A. Bowers
Acting City Manager

Attest:

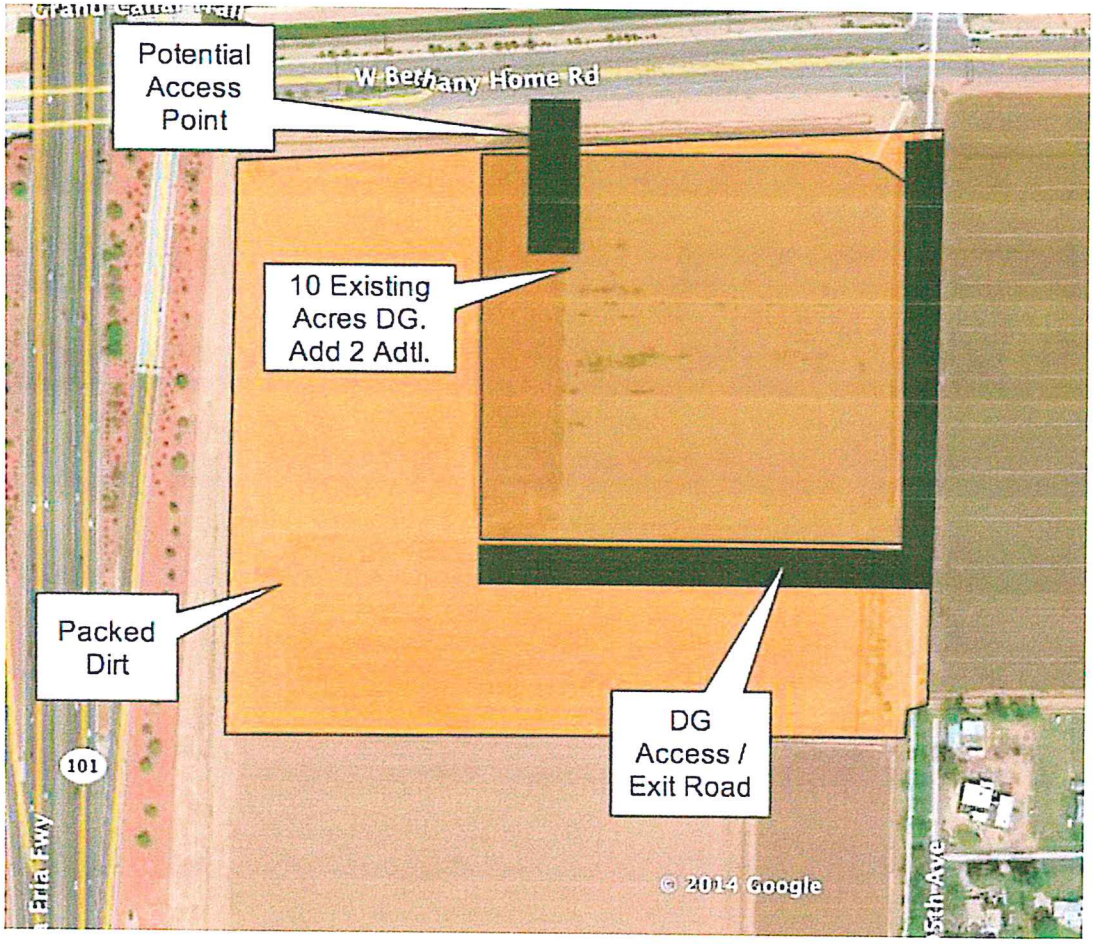
Pamela Hanna
City Clerk

Approved as to Form:

Michael D. Bailey
City Attorney

Exhibit A
[Aerial Depiction of License Premises]
CBD101
Bethany Home Road and the 101

10 Existing Acres DG as Shanded and Outlined Below



Legislation Description

File #: 15-842, **Version:** 1

ORDINANCE 2972: ADOPT AN ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION), ARTICLE 5 (FINANCIAL AFFAIRS), DIVISION 4 (INVESTMENT OF FUNDS), SECTION 2-186 (INVESTMENT POLICIES; RESPONSIBILITIES) OF THE GLENDALE CITY CODE

Staff Contact: Vicki Rios, Interim 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 amending Chapter 2 (Administration), Article V (Financial Affairs), Division 4 (Investment of Funds), Section 2-186 (Investment Policies; Responsibilities) of the Glendale City Code.

Background

The City Council has the authority for the investment of City monies, as outlined in Article VI (Finance and Taxation), Section 15 (Transfer of sums from any funds to Interest funds; and investments in depositories) of the City Charter. Responsibility for the daily investment of all temporarily idle funds has been delegated to the Finance Director Chapter 2 (Administration), Article V (Financial Affairs), Division 4 (Investment of Funds), Section 2-186 (Investment Policies; Responsibilities) and all investments shall be in accordance with the Investment Policy.

The Investment Policy was adopted by an ordinance on March 12, 1996. The Investment Policy may be amended only by a resolution of the City Council and was most recently amended on February 22, 2005. The data contained in the annexes of the investment policy may be updated by the Finance Director as necessary. Annex I was most recently updated on January 15, 2014.

The City Council authorized the City Manager on June 23, 2015 to enter into an agreement with PT Asset Management d.b.a. Public Trust Advisors for investment advisory services. The City's investment advisor monitors the marketplace for the City's current and proposed investments, ensuring that a high-quality portfolio is always maintained and that the city receives a reasonable rate of return on its investments. Public Trust Advisors also reviews the City's investment policy and provides recommendations on permitted investments, asset allocation, and maturity limits that are in compliance with state statues, city codes and ordinances.

Analysis

Article V, Division 4, Section 2-186 of the City Code governs the maximum investment maturity for the City's Investment Policy and currently read as follows: Investments shall not exceed three (3) years from the date of investment.

In order to provide more flexibility and take advantage of potential earnings on longer term investments, staff recommends amending Section 2-186 (c) of the code to reads as follows: Investments shall not exceed the maximum maturity as provided by Arizona Revised Statutes Title 35 (Public Finances), Chapter 2 (Handling of Public Funds), Article 2.1 (Money Management), Section 35-323 (Investing Public Monies; Bidding; Security and Other Requirements). This change ensures this portion of the City's Code will always be in concert with state law and helps avoid the need to update the City Code if State Statutes are revised in the future.

Staff is also taking a resolution for Council approval to amend the City's investment policy as a separate agenda item. In the updated investment policy, staff is proposing increasing the investment maturity limit to not exceed five (5) years from the date of trade settlement with a maximum portfolio weighted average maturity of three (3) years.

Previous Related Council Action

On March 12, 1996, the City Council adopted an ordinance to adopt the city's Investment Policy.

On February 22, 2005, the City Council adopted a resolution to amend the city's Investment Policy.

On June 23, 2015, the City Council authorized the City Manager to enter into an agreement with PT Asset Management d.b.a. Public Trust Advisors for investment advisory services.

At the December 15, 2015 workshop, staff presented information to Council regarding the City's investment portfolio and the proposed changes to the investment policy.

Community Benefit/Public Involvement

The community benefits from the efficiency of the City's Code being aligned with state law which avoids the need to update the City Code if State Statutes are revised in the future.

Budget and Financial Impacts

There is no budget impact with the proposed ordinance.

ORDINANCE NO. 2971 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 27, ARTICLE III, DIVISION 2 BY ADDING A NEW SECTION 27-56 TO IMPOSE COMMUNITY-BASED SAFETY REQUIREMENTS ON THE OPERATION OF MODEL AIRCRAFT; IMPOSE RESTRICTIONS CONSISTENT WITH CERTAIN FEDERAL AVIATION RULES ON THE OPERATION OF BOTH MODEL AIRCRAFT AND CIVIL UNMANNED AIRCRAFT SYSTEMS (UAS), COMMONLY KNOWN AS DRONES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the operation of Unmanned Aircraft such as Model Aircraft and Civil UASs can potentially pose a hazard to full-scale aircraft in flight and to persons and property on the ground; and

WHEREAS, imposing community-based safety requirements on the operation of Model Aircraft and imposing restrictions on the operation of both Model Aircraft and Civil UASs consistent with Federal Aviation Rules is necessary to mitigate such risks and to protect the public from the hazards associated with operation of Unmanned Aircraft.

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

SECTION 1. That Glendale City Code Chapter 27, Article III, Division 2 is hereby amended by adding a new Section 27-56 which shall read as follows:

Sec. 27-56. Unmanned Aircraft Systems.

(a) For the purpose of this section:

(1) "Unmanned Aircraft" means an aircraft, including, but not limited to, an aircraft commonly known as a drone, that is operated without the possibility of direct human intervention from within or on the aircraft.

(2) "Unmanned Aircraft System" Means an Unmanned Aircraft and associated elements, including, but not limited to, any communication links and components that control the Unmanned Aircraft.

(3) "Person" means a corporation, firm, partnership, association, organization and any other group acting as a unit, as well as an individual.

(4) "Model Aircraft" means an Unmanned Aircraft or Unmanned Aircraft System operated by any Person strictly for hobby or recreational purposes.

(5) "Civil UAS" means an Unmanned Aircraft or Unmanned Aircraft System operated by any Person for any purposes other than strictly hobby or recreational purposes, including, but not limited to, commercial purposes or in furtherance of, or incidental to, any business or media service or agency.

(6) "Public UAS" means an Unmanned Aircraft or Unmanned Aircraft System operated by any public agency for government related purposes.

(b) The following shall apply to the operation of any Model Aircraft within the City of Glendale:

(1) No Person shall operate any Model Aircraft within the City of Glendale and within five (5) miles of Luke Air Force Base ("Luke") or an airport without the prior express authorization of the Luke or airport air traffic control tower.

(2) No Person shall operate any Model Aircraft within the City of Glendale and within three (3) miles of the University of Phoenix Stadium on National Football League game days, or on any other days, in violation of a Temporary Flight Restriction (TFR) or a notice to airmen (NOTAM) issued by the Federal Aviation Administration.

(3) No Person shall operate any Model Aircraft within the City of Glendale in a manner that interferes with manned aircraft, and shall always give way to any manned aircraft.

(4) No person shall operate any Model Aircraft within the City of Glendale in a manner that interferes with police or firefighter operations.

(5) No Person shall operate any Model Aircraft within the City of Glendale beyond the visual line of sight of the person operating the Model Aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the Model Aircraft. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. Visual line of sight means that the operator has an unobstructed view of the Model Aircraft. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the model, do not constitute the visual line of sight of the person operating the Model Aircraft.

(6) No Person shall operate any Model Aircraft within the City of Glendale other than during daylight hours defined as between official sunrise and official sunset for local time.

(7) No Person shall operate any Model Aircraft within the City of Glendale more than four hundred (400) feet above the ground.

(8) Excluding takeoff and landing, no Person shall operate any Model Aircraft within the City of Glendale closer than fifty (50) feet to any individual, except the operator or the operator's helper(s).

(c) The following shall apply to the operation of any Model Aircraft or Civil UAS within the City of Glendale:

(9) No Person shall operate any Model Aircraft or Civil UAS within the City of Glendale in a manner that is prohibited by any federal statute or regulation governing aeronautics.

(10) No Person shall operate any Model Aircraft or Civil UAS within the City of Glendale in violation of any temporary flight restriction (TFR) or notice to airmen (NOTAM) issued by the Federal Aviation Administration.

(11) No Person shall operate any Model Aircraft or Civil UAS within the City of Glendale in a careless or reckless manner so as to endanger the life or property of another. The standard for what constitutes careless and reckless operation under this section shall be the same as the standard set forth in any federal statutes or regulations governing aeronautics including but not limited to Federal Aviation Rule 91.13.3.

(d) It shall be unlawful for any Person to violate or fail to comply with this section. Any Person violating the provisions of this section shall be guilty of a misdemeanor and subject to the provisions of Subsection (f) of this section.

(e) This section shall not apply to any Public UAS operated pursuant to, and in compliance with, the terms and conditions of any current and enforceable authorization granted by the Federal Aviation Administration.

(f) A violation of Sec. 27-56 shall be a misdemeanor. A person convicted for a first offense of a violation of Sec. 27-56 shall be punished by a fine of not less than two hundred fifty dollars ($250.00). A person convicted of a second violation of Sec. 27-56 shall be punished by a fine of not less than five hundred dollars ($500.00). A person convicted of a third or subsequent violation of Sec. 27-56 shall be punished by a fine not less than one thousand dollars ($1,000.00). The maximum fine for a violation of Sec. 27-56 shall not exceed one thousand five hundred dollars ($1,500.00).

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

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

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
o_pd_drones.doc

[Additions are indicated by underline; deletions by ~~strikeout.~~]

ORDINANCE NO. 2972 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CITY CODE, CHAPTER 2 (ADMINISTRATION), ARTICLE V (FINANCIAL AFFAIRS), DIVISION 4 (INVESTMENT OF FUNDS), SECTION 2-186 (INVESTMENT POLICIES; RESPONSIBILITIES); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That Glendale City Code, Chapter 2 (Administration), Article V (Financial Affairs), Division 4 (Investment of Funds), Section 2-186 (Investment Policies; Responsibilities) is amended to read as follows:

Sec. 2-186. - Investment policies; responsibilities.

(a) The "Investment Policy for the City of Glendale" is hereby adopted by this reference and shall apply to all investments of funds by the City of Glendale. The "Investment Policy for the City of Glendale" may be amended only by resolution of the council of the City of Glendale.

(b) The finance director for the city shall be responsible for the daily management of the investment of city funds. All investments shall be in accordance with the "Investment Policy for the City of Glendale."

(c) Investments shall not exceed ~~three (3) years from the date of investment.~~ the maximum maturity as provided by Arizona Revised Statute Title 35 (Public Finances), Chapter 2 (Handling of Public Funds), Article 2.1 (Money Management), Section 35-323 (Investing Public Monies; Bidding; Security and Other Requirements).

(d) The finance director shall make reports to the city council, as requested by the city council, of the results and status of the investment of city funds.

SECTION 2. This Ordinance's amendment of the Glendale City Code Chapter 2, Article V, Division 4, Section 2-186 shall be effective on February 15, 2016.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
o_finance_investment policy.doc

[Additions are indicated by underline; deletions by ~~strikeout.~~]

File #: 15-840, **Version:** 1

RESOLUTION 5062: AMENDMENT TO THE CITY'S INVESTMENT POLICY
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution to amend the City's investment policy.

Background

The City Council has the authority for the investment of City monies, as outlined in Article VI (Finance and Taxation), Section 15 (Transfer of sums from any funds to Interest funds; and investments in depositories) of the City Charter. Responsibility for the daily investment of all temporarily idle funds has been delegated to the Finance Director Chapter 2 (Administration), Article V (Financial Affairs), Division 4 (Investment of Funds), Section 2-186 (Investment Policies; Responsibilities) and all investments shall be in accordance with the Investment Policy.

The Investment Policy was adopted by an ordinance on March 12, 1996. The Investment Policy may be amended only by a resolution of the City Council and was most recently amended on February 22, 2005. The data contained in the annexes of the investment policy may be updated by the Finance Director as necessary. Annex I was most recently updated on January 15, 2014.

The City Council authorized the City Manager on June 23, 2015 to enter into an agreement with PT Asset Management d.b.a. Public Trust Advisors for investment advisory services. The City's investment advisor monitors the marketplace for the City's current and proposed investments, ensuring that a high-quality portfolio is always maintained and that the city receives a reasonable rate of return on its investments. Public Trust Advisors also reviews the City's investment policy and provides recommendations on permitted investments, asset allocation, and maturity limits that are in compliance with state statues, city codes and ordinances.

Analysis

In order to maximize earnings and increase efficiencies with regards to investment management pricing, safekeeping and administration costs while maintaining the safety and preservation of investment capital, liquidity and diversification, staff is proposing the following changes to the City's Investment Policy:

- Investment Duration
    - Current process - Article V, Division 4, Section 2-186 of the City Code governs the maximum

investment maturity for the City's Investment Policy and reads as follows: Investments shall not exceed three (3) years from the date of investment

- Proposed change - Currently, state statutes allow for a maximum investment maturity of five years. In order to provide more flexibility and take advantage of potential earnings on longer term investments, staff is proposing increasing the investment maturity limit to not exceed five (5) years from the date of trade settlement with a maximum portfolio weighted average maturity of three (3) years.

- Prime Commercial Paper & Corporate Bonds, Debentures and Notes
  - Current process - The aggregate amount of securities purchased from any one corporate bond issuer shall not exceed 10% of the city's combined portfolio at the time of purchase.
  - Proposed change - In order to ensure adequate diversification and reduce concentration risk, staff is proposing to change the limit per issuer to 5%. The roll up concentration limit per issuer for prime commercial paper and corporate bonds will be 10%.
- Annex I - List of individuals authorized to conduct investment transactions on behalf of the City of Glendale.
  - Current process - Names of specific individuals working for the city are listed.
  - Proposed change - Staff is proposing the list show the titles of the individuals authorized to conduct transactions instead of their specific names. This helps avoid the need to update Annex I if staffing in the Finance and Technology Department changes.
- Annex II - Repurchase Agreements
  - Current process - Annex II contains a standardized and preapproved Repurchase Agreement.
  - Proposed change - Staff recommends removing Annex II. The city would negotiate new Repurchase Agreements when necessary if the city chooses to enter into these transactions in the future. This avoids the need to update Annex II and allows for specific negotiation of the terms of any agreement with potential broker dealers.
- Considerations for the Selection of Broker/Dealers and Financial Institutions Acting as Broker Dealers
  - Current process - The Finance Department maintains a list of broker/dealers and financial institutions which are approved for investment purposes. In addition, a list of authorized broker/dealers was included in Annex III of the Investment Policy.
  - Proposed change - Staff is proposing to use the approved brokers/dealers of the registered investment advisor (currently Public Trust Advisors) and remove Annex III of the investment

policy. If, in the future, the city does not have a registered investment advisor executing trades on behalf of the city, the Finance Department shall maintain a list of brokers/dealers and financial institutions which are approved for investment purposes.

Previous Related Council Action

On March 12, 1996, the City Council adopted an ordinance to adopt the city's Investment Policy.

On February 22, 2005, the City Council adopted a resolution to amend the city's Investment Policy.

On June 23, 2015, the City Council authorized the City Manager to enter into an agreement with PT Asset Management d.b.a. Public Trust Advisors for investment advisory services.

At the December 15, 2015 workshop, staff presented information to Council regarding the City's investment portfolio and the proposed changes to the investment policy.

Community Benefit/Public Involvement

The community benefits from an investment policy that is designed to manage the city's investments with a degree of professionalism and prudence that is worthy of public trust.

Budget and Financial Impacts

There is no budget impact with the proposed resolution.

ORDINANCE NO. 2972 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CITY CODE, CHAPTER 2 (ADMINISTRATION), ARTICLE V (FINANCIAL AFFAIRS), DIVISION 4 (INVESTMENT OF FUNDS), SECTION 2-186 (INVESTMENT POLICIES; RESPONSIBILITIES); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That Glendale City Code, Chapter 2 (Administration), Article V (Financial Affairs), Division 4 (Investment of Funds), Section 2-186 (Investment Policies; Responsibilities) is amended to read as follows:

Sec. 2-186. - Investment policies; responsibilities.

(a) The "Investment Policy for the City of Glendale" is hereby adopted by this reference and shall apply to all investments of funds by the City of Glendale. The "Investment Policy for the City of Glendale" may be amended only by resolution of the council of the City of Glendale.

(b) The finance director for the city shall be responsible for the daily management of the investment of city funds. All investments shall be in accordance with the "Investment Policy for the City of Glendale."

(c) Investments shall not exceed ~~three (3) years from the date of investment.~~ the maximum maturity as provided by Arizona Revised Statute Title 35 (Public Finances), Chapter 2 (Handling of Public Funds), Article 2.1 (Money Management), Section 35-323 (Investing Public Monies; Bidding; Security and Other Requirements).

(d) The finance director shall make reports to the city council, as requested by the city council, of the results and status of the investment of city funds.

SECTION 2. This Ordinance's amendment of the Glendale City Code Chapter 2, Article V, Division 4, Section 2-186 shall be effective on February 15, 2016.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
o_finance_investment policy.doc

[Additions are indicated by underline; deletions by ~~strikeout.~~]

RESOLUTION NO. 5062 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE AMENDED "INVESTMENT POLICY FOR THE CITY OF GLENDALE"; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Glendale City Code, Chapter 2 (Administration), Article 5 (Financial Affairs), Division 4 (Investment of Funds), Section 2-186 (Investment Policies; Responsibilities) authorized Council, by a resolution, to amend "The Investment Policy for the City of Glendale".

WHEREAS, the Glendale City Council adopted the City's first "Investment Policy for the City of Glendale" on July 9, 2002; and

WHEREAS, the Glendale City Council adopted the amended City's "Investment Policy for the City of Glendale" on February 22, 2005; and

WHEREAS, it is in the best interest of the City of Glendale and its citizens to make revisions to the Investment Policy.

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

SECTION 1. That the Council of the City of Glendale adopts the amended Investment Policy, which shall read as follows:

[See Exhibit 1 attached hereto and incorporated herein by this reference.]

SECTION 2. That Exhibit 1 entitled "Investment Policy for the City of Glendale" is on file in the office of the City Clerk.

SECTION 3. That the provision of this Resolution shall be effective on February 15, 2016.

[Signatures on following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
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INVESTMENT POLICY FOR THE CITY OF GLENDALE
(REVISED JANUARY 12, 2016)

The City of Glendale, Arizona was incorporated June 18, 1910, under the provisions of Article 13, Sections 1 through 6 of the Constitution of Arizona and Title 9 of the Arizona Revised Statutes. The City is a home rule municipality operating under its City Charter and City Code. It is governed by a Mayor elected at large, and six district council members. The City operates under a Council-Manager government.

The purpose of this Investment Policy is to establish the investment objectives, delegation of authority, standards of prudence, eligible investments and transactions, internal controls, reporting requirements, and safekeeping and custodial procedures necessary for the prudent management of the investment funds of the City of Glendale.

This Policy replaces all previous Investment Policies or Resolutions pertaining to the cash management or investment of City funds.

SCOPE

The provisions of this Investment Policy apply to all financial assets and funds held by the City of Glendale (hereinafter referred to as "the City"), the City's blended component units, and assets of restricted trust and escrow funds. These funds are accounted for in the City's audited Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
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- Any new funds created by the City, unless specifically excluded.

Section 9-453(B) of the Arizona Revised Statutes (A.R.S.) sets general investment policy for a "Cemetery maintenance fund." Therefore, the City's Cemetery Perpetual Care Permanent Fund is specifically excluded from this Investment Policy. The Anti-racketeering Revolving (RICO) Funds, a special revenue fund, established by Sections 13-2314.01 or 13-2314.03 of A.R.S are also excluded from this policy.

When bond proceeds are invested, the permitted investments provision of the bond indenture shall take precedence over this Investment Policy upon approval by the Finance Director.

In order to maximize earnings and to increase efficiencies with regards to investment management pricing, safekeeping costs, and administration costs, all cash and reserve balances from all funds except for cash in excluded funds, restricted and special accounts shall be pooled into one investment account and accounted for separately. The investment income derived from this account shall be allocated to the various funds in accordance with internal allocation policies.

INVESTMENT OBJECTIVES

The City conducts all investment activity in conformance with City, State and Federal requirements in effect at the time of such investment activity. The City's principal investment

objectives, in priority order, are:

- Safety - Investments shall be undertaken in a manner that seeks to ensure the protection and preservation of investment principal.

- Liquidity – The City's investment portfolio shall be sufficiently liquid to enable the City to meet all operating requirements and anticipated disbursements.

- Diversification - To avoid incurring unreasonable market risks, the City's investment portfolio shall include diversification by investment type, issuer, maturity, and market sector.

- Yield - Attainment of an acceptable market rate of return for investment earnings.

DELEGATION OF AUTHORITY AND INTERNAL CONTROLS

The City Council has the ultimate authority for the investment of City monies, as outlined in Article VI, Section 15 of the City Charter. Responsibility for the investment of all temporarily idle funds has been delegated to the Finance Director in Chapter 2, Section 2-186 in the City Code. The Finance Director may delegate the authority to invest temporarily idle funds to additional City finance personnel. All other investment responsibilities not delegated by the City Council to the Finance Director are the responsibility of the Treasurer, as outlined in Article IV, Section 3 of the City Charter. A list of Finance department personnel authorized to conduct investment transactions on behalf of the City is included as Annex 1 to this Investment Policy.

PRUDENCE AND INDEMNIFICATION

The standard of prudence to be used for managing the City's assets shall be the "prudent person" standard which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived."

The City's investments shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that no investment is totally without risk and that the investment activities of the City are a matter of public record. Accordingly, the City recognizes that occasional measured losses are inevitable in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security before maturity is in the best interest of the City.

Personnel acting in accordance with this Investment Policy and all Federal, State, and other legal requirements, and exercising the standard of prudence shall be relieved of personal responsibility for an individual security's interest rate, credit, market, and liquidity risks.

ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment of the City's funds shall refrain from personal or business activities that conflict with proper execution and management of the City's investments or create the appearance of an impairment of their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager within sixty (60) days any material financial interest they have in financial institutions that conduct business with the City. They shall further disclose any large financial/investment holdings that could be related to the performance of the City's investment portfolio. Employees shall also comply with all other City policies relating to conflicts of interest.

AUTHORIZED INVESTMENTS AND TRANSACTIONS

All investments for the City shall be made in accordance with A.R.S. Title 35. Any revisions or extensions of these sections of A.R.S. will be assumed to be part of this Investment Policy immediately upon being enacted. Only the following types of securities and transactions shall be eligible for use by the City:

1. U. S. Treasury Obligations: Treasury Bills, Treasury Notes, and Treasury Bonds with a final maturity not exceeding five years from the date of trade settlement.

2. Federal Agency and Instrumentality Securities: Senior debt of U.S. agencies, sponsored agencies, corporations, sponsored corporations, or instrumentalities in the form of debentures, discount notes, step-up and callable securities with a final maturity not exceeding five years from the date of trade settlement.

3. Prime Commercial Paper issued on U.S. companies and denominated in U.S. currency with a maturity not exceeding 270 days from the date of trade settlement and rated A-1/P-1 or the equivalent by a nationally recognized statistical rating organization at the time of purchase. The aggregate amount of securities purchased from any one Commercial Paper issuer shall not exceed 5% of the City's combined portfolios at the time of purchase. The roll up concentration limit per issuer for prime commercial paper and corporate bond is 10%.

4. Repurchase Agreements with a termination date of 180 days or less collateralized by U. S. Treasury Securities listed in 1 above with maturities of the collateral not exceeding ten years. For the purpose of this section, the term "collateral" shall mean "purchased securities".

    - The collateral shall have an original minimum market value (including accrued interest) of 102 percent of the dollar value of the transaction. If the collateralized value drops below 101 percent it will immediately be restored to 102 percent.

    - Collateral shall be held by the City's custodian bank as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

    - Repurchase Agreements shall be entered into only with primary dealers reporting to the Federal Reserve Bank of New York or City approved depository banks, who have executed an approved Master Repurchase Agreement with the City.

    - Approved counterparties to repurchase agreements shall have at least a short-term debt rating of A-1 or the equivalent and a long-term debt rating of A or the equivalent.

5. Pooled Investment Funds established by the State Treasurer pursuant to A.R.S. 35-326.

6. Time Certificates of Deposit with a maturity not exceeding one year which have been bid and awarded in accordance with A.R.S. 35-323 in City approved depository banks. Certificates of Deposit in excess of FDIC insured amounts shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral, and that collateral shall be delivered to a third party custodian selected by the City.

7. Interest Bearing Savings Accounts in City approved depository banks. Deposits in excess of FDIC insured amounts shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral, and that collateral shall be delivered to a third party custodian selected by the City.

8. Bonds or Other Evidences of Indebtedness of the State of Arizona, or any of its Counties. Incorporated Cities or Towns or School Districts or special taxing districts including registered warrants that bear interest pursuant to section 11-635 of Arizona Revised Statutes with a final maturity not to exceed five years from the date of trade settlement which meet the standards outlined below:

    - Bond Anticipation Notes (BANs), Revenue Anticipation Notes (RANs), Tax Anticipation Notes (TANs), Tax and Revenue Anticipation Notes (TRANs), or Variable Rate Demand Bonds (VRDBs) which, at the time of purchase, are rated MIG1/VMIG1/P-1 or the equivalent by a nationally recognized statistical rating organization. Municipal bonds rated at least A2/A or better and short term municipal bonds rated MIG1/VMIG1/P-1 or the equivalent by a nationally recognized statistical rating organization. Allocation to any one issuer shall not exceed 5% of the City's combined portfolios.

9. Corporate bonds, debentures and notes with a final maturity not exceeding five years from the date of trade settlement that are issued by corporations organized and doing business in the United States and that are rated A2/A or the equivalent by a nationally recognized statistical rating organization. The aggregate amount of securities purchased from any one corporate bond issuer shall not exceed 5% of the City's combined portfolios at the time of purchase. The roll up concentration limit per issuer for prime commercial paper and corporate is bond is 10%.

10. Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the City's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as it is practical.

SUMMARY TABLE OF ALLOWABLE INVESTMENTS

Allowable Securities	Maximum Maturity	Quality	Diversification Limits	Further Limitations
US Treasury Obligations	5 years	N/A	100%	N/A
Federal Instrumentality Securities	5 years	N/A	100%	Per Issuer: 40% of City's combined portfolio
US Agency Issued Mortgage Securities	5 years	N/A	50%	N/A
Prime Commercial Paper	270 days	A-1/P-1 or equivalent rating*	35%	Per issuer: 5% of City's combined portfolios; the roll up concentration limit per issuer for prime commercial paper and corporate is bond is 10%.
Repurchase Agreements	180 days	Counterparty short term debt rating of A-1 and long term debt rating of A or equivalent rating*	50%	Per Counterparty: 10% of City's combined portfolio 102% collateral
Pooled Investment Funds	N/A	N/A	50%	Per ARS 35-326
Time Certificates of Deposit	1 year	City approved depository	20%	Per Institution: 5% of City's combined portfolio Shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral.
Interest Bearing Savings Accounts	N/A	City approved depository	20%	Per Institution: 5% of City's combined portfolio Shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral.
Arizona Securities	5 years	MIG1/VMIG1/P-1 Municipal bonds rated at least A2/A or better and short term municipal bonds rated MIG1/VMIG1/P-1 or equivalent rating*	25%	Per Issuer: 5% of City's combined portfolio
Corporate Bonds	5 years	A2/A or equivalent rating*	35%	Per Issuer: 5% of City's combined portfolios; the roll up concentration limit per issuer for prime commercial paper and corporate is bond is 10%.
Variable Rate Obligations	N/A	N/A	N/A	25% of City's combined portfolio
Callable Securities	N/A	N/A	N/A	25% of City's combined portfolio

**Ratings issued by Nationally Recognized Statistical Rating Organizations (NRSRO) Standard & Poor's, Moody's and Fitch, respectively.*

INVESTMENT DIVERSIFICATION

It is the intent of the City to diversify the investments within its portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy, the securities market, and the City's anticipated cash flow needs. The Finance Director may establish diversification guidelines as market conditions warrant.

INVESTMENT MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, investments shall be matched to anticipated cash flow requirements. The Finance Director shall maintain sufficient liquidity in the portfolio to meet anticipated disbursements. Investments shall be limited to maturities not exceeding five years from the date of trade settlement with a maximum portfolio weighted average maturity (WAM, effective duration) of three years. In the case of callable securities, the final maturity date of the security shall not exceed five years from the date of trade settlement.

COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with approved broker/dealers.

Whenever possible, at least three broker/dealers or issuers shall be contacted for each transaction and their bid and offering shall be recorded. Federal Instrumentality discount notes bought through dealers at the "window" need not be competitively transacted.

If the City is offered a security for which there is no other readily competitive offering, authorized City finance personnel shall maintain a record of quotations for comparable, alternative securities with similar maturity dates.

CONSIDERATIONS FOR THE SELECTION OF BROKER/DEALERS AND FINANCIAL INSTITUTIONS ACTING AS BROKER DEALERS

Authorized Broker-Dealers will be limited to those who meet all of the following conditions:

- The firm must be recognized as a Primary Dealer by the Federal Reserve Bank of New York. Non-primary broker/dealers may be utilized for the purchase and sale of securities listed in the Authorized Investments and Transactions section of this policy once due diligence has been completed and the Finance Director has given approval.

- The firm shall be licensed to do business in the State of Arizona and as such are subject to the provisions of the Arizona Revised Statutes.

- The firm and its representative must be registered with the financial industry regulatory authority (FINRA); and,

- The Broker-Dealer must have a minimum of five (5) years of current and continuous employment history involving fixed income securities; and,

- All assigned individuals who have direct contact with securities trading between the City (representative) and the firm must have a FINRA Series 7 license, or equivalent certification.

If a registered investment advisor/manager is executing trades on behalf of the City, the approved list of broker/dealers of that firm will be used.

If there is not a registered investment advisor/manager executing trades on behalf of the City, the Finance Department shall maintain a list of broker/dealers and financial institutions which are approved for investment purposes, and securities shall be purchased only from those authorized firms.

Broker/dealers and other financial institutions will be selected by the Finance Director based on their expertise of public cash management and their ability to provide services for the City's account. .

In addition, each broker/dealer must complete and annually update a Broker/Dealer Information Request form which includes the firm's most recent financial statements. Authorized broker/dealers shall also attest in writing that they have received a copy of this Policy. The Finance Director shall maintain a file of each approved broker/dealer's most recent Broker/Dealer Information Request form.

SAFEKEEPING AND CUSTODY

The City shall approve one or more financial institutions to provide safekeeping and custodial services for the City. To be eligible for designation as the City's safekeeping and custodian bank, a financial institution must qualify as a depository of public funds in the State of Arizona as defined in A.R.S. 35-321 and must be a member of FDIC. The City shall execute a written Safekeeping Agreement with each custodian bank, prior to utilizing that bank's safekeeping services.

Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services.

It is the intent of the City that all purchased securities be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the City will be delivered by either book entry and will be held in third-party safekeeping by a City approved custodian bank or its Depository Trust Company (DTC) participant account.

All fed wire-able book entry securities owned by the City shall be evidenced by a safekeeping receipt, issued to the City by the custodian bank stating that the securities are held in the Federal Reserve System in a customer account for the custodian bank which names the City as "customer."

All securities which are eligible for delivery through the Depository Trust Company shall be held in the custodian bank's DTC participant account and the custodian bank shall issue a safekeeping receipt to the City evidencing that the securities are held by the DTC for the City as customer.

REPORTING REQUIREMENTS

A quarterly report shall be prepared and submitted by the Assistant Finance Director or designee to the Finance Director which will list the cost and current fair value of investments held by the City, in accordance with Governmental Accounting Standards Board Statement No. 31. The report shall include a summary of investment earnings and performance results during the period and a review of the portfolio and a comparison between the portfolio's total return and the established investment objectives. A record shall be maintained by the City of all bids and offerings for security transactions in order to ensure that the City receives competitive pricing.

The City has established reporting and accounting standards for callable Instrumentality securities. Callable securities may be retired at the issuer's option prior to the stated final maturity. All securities holding reports shall disclose the final maturity as well as the next call date of each callable security held. For callable securities which are purchased "priced to the next call date" and have an overwhelming probability of being called on the next call date, the

weighted average maturity as well as yield shall be calculated using the next call date.

PERFORMANCE REVIEW

The Finance & Technology Department, in collaboration with the City's Investment Advisor, shall periodically establish a set of benchmark yields for the City's investments based on "comparative rates of return". When comparing the performance of the City's portfolio, all fees involved with the investment management of the portfolio should be included in the computation of the portfolio's rate of return.

POLICY REVISIONS

This Investment Policy will be reviewed annually by the Finance Director and may be amended by the City Council as conditions warrant. The data contained in the Annexes to this document may be updated by the Finance Director as necessary, provided the changes in no way affect the substance or intent of this Policy.

ANNEX 1

AUTHORIZED PERSONNEL

The following City personnel are authorized to conduct investment transactions on behalf of the City of Glendale:

Director of Finance & Technology

Assistant Finance Director

Controller

Accounting Manager

Accountant II

Revised January 12, 2016

File #: 15-840, **Version:** 1

RESOLUTION 5061: AMENDMENT TO THE CITY'S INVESTMENT POLICY
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution to amend the City's investment policy.

Background

The City Council has the authority for the investment of City monies, as outlined in Article VI (Finance and Taxation), Section 15 (Transfer of sums from any funds to Interest funds; and investments in depositories) of the City Charter. Responsibility for the daily investment of all temporarily idle funds has been delegated to the Finance Director Chapter 2 (Administration), Article V (Financial Affairs), Division 4 (Investment of Funds), Section 2-186 (Investment Policies; Responsibilities) and all investments shall be in accordance with the Investment Policy.

The Investment Policy was adopted by an ordinance on March 12, 1996. The Investment Policy may be amended only by a resolution of the City Council and was most recently amended on February 22, 2005. The data contained in the annexes of the investment policy may be updated by the Finance Director as necessary. Annex I was most recently updated on January 15, 2014.

The City Council authorized the City Manager on June 23, 2015 to enter into an agreement with PT Asset Management d.b.a. Public Trust Advisors for investment advisory services. The City's investment advisor monitors the marketplace for the City's current and proposed investments, ensuring that a high-quality portfolio is always maintained and that the city receives a reasonable rate of return on its investments. Public Trust Advisors also reviews the City's investment policy and provides recommendations on permitted investments, asset allocation, and maturity limits that are in compliance with state statues, city codes and ordinances.

Analysis

In order to maximize earnings and increase efficiencies with regards to investment management pricing, safekeeping and administration costs while maintaining the safety and preservation of investment capital, liquidity and diversification, staff is proposing the following changes to the City's Investment Policy:

- Investment Duration
    - Current process - Article V, Division 4, Section 2-186 of the City Code governs the maximum

investment maturity for the City's Investment Policy and reads as follows: Investments shall not exceed three (3) years from the date of investment

- Proposed change - Currently, state statutes allow for a maximum investment maturity of five years. In order to provide more flexibility and take advantage of potential earnings on longer term investments, staff is proposing increasing the investment maturity limit to not exceed five (5) years from the date of trade settlement with a maximum portfolio weighted average maturity of three (3) years.

- Prime Commercial Paper & Corporate Bonds, Debentures and Notes
  - Current process - The aggregate amount of securities purchased from any one corporate bond issuer shall not exceed 10% of the city's combined portfolio at the time of purchase.
  - Proposed change - In order to ensure adequate diversification and reduce concentration risk, staff is proposing to change the limit per issuer to 5%. The roll up concentration limit per issuer for prime commercial paper and corporate bonds will be 10%.
- Annex I - List of individuals authorized to conduct investment transactions on behalf of the City of Glendale.
  - Current process - Names of specific individuals working for the city are listed.
  - Proposed change - Staff is proposing the list show the titles of the individuals authorized to conduct transactions instead of their specific names. This helps avoid the need to update Annex I if staffing in the Finance and Technology Department changes.
- Annex II - Repurchase Agreements
  - Current process - Annex II contains a standardized and preapproved Repurchase Agreement.
  - Proposed change - Staff recommends removing Annex II. The city would negotiate new Repurchase Agreements when necessary if the city chooses to enter into these transactions in the future. This avoids the need to update Annex II and allows for specific negotiation of the terms of any agreement with potential broker dealers.
- Considerations for the Selection of Broker/Dealers and Financial Institutions Acting as Broker Dealers
  - Current process - The Finance Department maintains a list of broker/dealers and financial institutions which are approved for investment purposes. In addition, a list of authorized broker/dealers was included in Annex III of the Investment Policy.
  - Proposed change - Staff is proposing to use the approved brokers/dealers of the registered investment advisor (currently Public Trust Advisors) and remove Annex III of the investment

policy. If, in the future, the city does not have a registered investment advisor executing trades on behalf of the city, the Finance Department shall maintain a list of brokers/dealers and financial institutions which are approved for investment purposes.

Previous Related Council Action

On March 12, 1996, the City Council adopted an ordinance to adopt the city's Investment Policy.

On February 22, 2005, the City Council adopted a resolution to amend the city's Investment Policy.

On June 23, 2015, the City Council authorized the City Manager to enter into an agreement with PT Asset Management d.b.a. Public Trust Advisors for investment advisory services.

At the December 15, 2015 workshop, staff presented information to Council regarding the City's investment portfolio and the proposed changes to the investment policy.

Community Benefit/Public Involvement

The community benefits from an investment policy that is designed to manage the city's investments with a degree of professionalism and prudence that is worthy of public trust.

Budget and Financial Impacts

There is no budget impact with the proposed resolution.

RESOLUTION NO. 5061 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE AMENDED "INVESTMENT POLICY FOR THE CITY OF GLENDALE"; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Glendale City Code, Chapter 2 (Administration), Article 5 (Financial Affairs), Division 4 (Investment of Funds), Section 2-186 (Investment Policies; Responsibilities) authorized Council, by a resolution, to amend "The Investment Policy for the City of Glendale".

WHEREAS, the Glendale City Council adopted the City's first "Investment Policy for the City of Glendale" on July 9, 2002; and

WHEREAS, the Glendale City Council adopted the amended City's "Investment Policy for the City of Glendale" on February 22, 2005; and

WHEREAS, it is in the best interest of the City of Glendale and its citizens to make revisions to the Investment Policy.

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

SECTION 1. That the Council of the City of Glendale adopts the amended Investment Policy, which shall read as follows:

[See Exhibit 1 attached hereto and incorporated herein by this reference.]

SECTION 2. That Exhibit 1 entitled "Investment Policy for the City of Glendale" is on file in the office of the City Clerk.

SECTION 3. That the provision of this Resolution shall be effective on February 15, 2016.

[Signatures on following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
Acting City Manager
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INVESTMENT POLICY FOR THE CITY OF GLENDALE
(REVISED JANUARY 12, 2016)

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2. Federal Agency and Instrumentality Securities: Senior debt of U.S. agencies, sponsored agencies, corporations, sponsored corporations, or instrumentalities in the form of debentures, discount notes, step-up and callable securities with a final maturity not exceeding five years from the date of trade settlement.

3. Prime Commercial Paper issued on U.S. companies and denominated in U.S. currency with a maturity not exceeding 270 days from the date of trade settlement and rated A-1/P-1 or the equivalent by a nationally recognized statistical rating organization at the time of purchase. The aggregate amount of securities purchased from any one Commercial Paper issuer shall not exceed 5% of the City's combined portfolios at the time of purchase. The roll up concentration limit per issuer for prime commercial paper and corporate bond is 10%.

4. Repurchase Agreements with a termination date of 180 days or less collateralized by U. S. Treasury Securities listed in 1 above with maturities of the collateral not exceeding ten years. For the purpose of this section, the term "collateral" shall mean "purchased securities".

    - The collateral shall have an original minimum market value (including accrued interest) of 102 percent of the dollar value of the transaction. If the collateralized value drops below 101 percent it will immediately be restored to 102 percent.

    - Collateral shall be held by the City's custodian bank as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

    - Repurchase Agreements shall be entered into only with primary dealers reporting to the Federal Reserve Bank of New York or City approved depository banks, who have executed an approved Master Repurchase Agreement with the City.

    - Approved counterparties to repurchase agreements shall have at least a short-term debt rating of A-1 or the equivalent and a long-term debt rating of A or the equivalent.

5. Pooled Investment Funds established by the State Treasurer pursuant to A.R.S. 35-326.

6. Time Certificates of Deposit with a maturity not exceeding one year which have been bid and awarded in accordance with A.R.S. 35-323 in City approved depository banks. Certificates of Deposit in excess of FDIC insured amounts shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral, and that collateral shall be delivered to a third party custodian selected by the City.

7. Interest Bearing Savings Accounts in City approved depository banks. Deposits in excess of FDIC insured amounts shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral, and that collateral shall be delivered to a third party custodian selected by the City.

8. Bonds or Other Evidences of Indebtedness of the State of Arizona, or any of its Counties. Incorporated Cities or Towns or School Districts or special taxing districts including registered warrants that bear interest pursuant to section 11-635 of Arizona Revised Statutes with a final maturity not to exceed five years from the date of trade settlement which meet the standards outlined below:

    - Bond Anticipation Notes (BANs), Revenue Anticipation Notes (RANs), Tax Anticipation Notes (TANs), Tax and Revenue Anticipation Notes (TRANs), or Variable Rate Demand Bonds (VRDBs) which, at the time of purchase, are rated MIG1/VMIG1/P-1 or the equivalent by a nationally recognized statistical rating organization. Municipal bonds rated at least A2/A or better and short term municipal bonds rated MIG1/VMIG1/P-1 or the equivalent by a nationally recognized statistical rating organization. Allocation to any one issuer shall not exceed 5% of the City's combined portfolios.

9. Corporate bonds, debentures and notes with a final maturity not exceeding five years from the date of trade settlement that are issued by corporations organized and doing business in the United States and that are rated A2/A or the equivalent by a nationally recognized statistical rating organization. The aggregate amount of securities purchased from any one corporate bond issuer shall not exceed 5% of the City's combined portfolios at the time of purchase. The roll up concentration limit per issuer for prime commercial paper and corporate is bond is 10%.

10. Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the City's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as it is practical.

SUMMARY TABLE OF ALLOWABLE INVESTMENTS

Allowable Securities	Maximum Maturity	Quality	Diversification Limits	Further Limitations
US Treasury Obligations	5 years	N/A	100%	N/A
Federal Instrumentality Securities	5 years	N/A	100%	Per Issuer: 40% of City's combined portfolio
US Agency Issued Mortgage Securities	5 years	N/A	50%	N/A
Prime Commercial Paper	270 days	A-1/P-1 or equivalent rating*	35%	Per issuer: 5% of City's combined portfolios; the roll up concentration limit per issuer for prime commercial paper and corporate is bond is 10%.
Repurchase Agreements	180 days	Counterparty short term debt rating of A-1 and long term debt rating of A or equivalent rating*	50%	Per Counterparty: 10% of City's combined portfolio 102% collateral
Pooled Investment Funds	N/A	N/A	50%	Per ARS 35-326
Time Certificates of Deposit	1 year	City approved depository	20%	Per Institution: 5% of City's combined portfolio Shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral.
Interest Bearing Savings Accounts	N/A	City approved depository	20%	Per Institution: 5% of City's combined portfolio Shall be collateralized in accordance with A.R.S. 35-323, except that Section G shall be amended to include only U.S. Treasury securities as permitted collateral.
Arizona Securities	5 years	MIG1/VMIG1/P-1 Municipal bonds rated at least A2/A or better and short term municipal bonds rated MIG1/VMIG1/P-1 or equivalent rating*	25%	Per Issuer: 5% of City's combined portfolio
Corporate Bonds	5 years	A2/A or equivalent rating*	35%	Per Issuer: 5% of City's combined portfolios; the roll up concentration limit per issuer for prime commercial paper and corporate is bond is 10%.
Variable Rate Obligations	N/A	N/A	N/A	25% of City's combined portfolio
Callable Securities	N/A	N/A	N/A	25% of City's combined portfolio

**Ratings issued by Nationally Recognized Statistical Rating Organizations (NRSRO) Standard & Poor's, Moody's and Fitch, respectively.*

INVESTMENT DIVERSIFICATION

It is the intent of the City to diversify the investments within its portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy, the securities market, and the City's anticipated cash flow needs. The Finance Director may establish diversification guidelines as market conditions warrant.

INVESTMENT MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, investments shall be matched to anticipated cash flow requirements. The Finance Director shall maintain sufficient liquidity in the portfolio to meet anticipated disbursements. Investments shall be limited to maturities not exceeding five years from the date of trade settlement with a maximum portfolio weighted average maturity (WAM, effective duration) of three years. In the case of callable securities, the final maturity date of the security shall not exceed five years from the date of trade settlement.

COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with approved broker/dealers.

Whenever possible, at least three broker/dealers or issuers shall be contacted for each transaction and their bid and offering shall be recorded. Federal Instrumentality discount notes bought through dealers at the "window" need not be competitively transacted.

If the City is offered a security for which there is no other readily competitive offering, authorized City finance personnel shall maintain a record of quotations for comparable, alternative securities with similar maturity dates.

CONSIDERATIONS FOR THE SELECTION OF BROKER/DEALERS AND FINANCIAL INSTITUTIONS ACTING AS BROKER DEALERS

Authorized Broker-Dealers will be limited to those who meet all of the following conditions:

- The firm must be recognized as a Primary Dealer by the Federal Reserve Bank of New York. Non-primary broker/dealers may be utilized for the purchase and sale of securities listed in the Authorized Investments and Transactions section of this policy once due diligence has been completed and the Finance Director has given approval.

- The firm shall be licensed to do business in the State of Arizona and as such are subject to the provisions of the Arizona Revised Statutes.

- The firm and its representative must be registered with the financial industry regulatory authority (FINRA); and,

- The Broker-Dealer must have a minimum of five (5) years of current and continuous employment history involving fixed income securities; and,

- All assigned individuals who have direct contact with securities trading between the City (representative) and the firm must have a FINRA Series 7 license, or equivalent certification.

If a registered investment advisor/manager is executing trades on behalf of the City, the approved list of broker/dealers of that firm will be used.

If there is not a registered investment advisor/manager executing trades on behalf of the City, the Finance Department shall maintain a list of broker/dealers and financial institutions which are approved for investment purposes, and securities shall be purchased only from those authorized firms.

Broker/dealers and other financial institutions will be selected by the Finance Director based on their expertise of public cash management and their ability to provide services for the City's account. .

In addition, each broker/dealer must complete and annually update a Broker/Dealer Information Request form which includes the firm's most recent financial statements. Authorized broker/dealers shall also attest in writing that they have received a copy of this Policy. The Finance Director shall maintain a file of each approved broker/dealer's most recent Broker/Dealer Information Request form.

SAFEKEEPING AND CUSTODY

The City shall approve one or more financial institutions to provide safekeeping and custodial services for the City. To be eligible for designation as the City's safekeeping and custodian bank, a financial institution must qualify as a depository of public funds in the State of Arizona as defined in A.R.S. 35-321 and must be a member of FDIC. The City shall execute a written Safekeeping Agreement with each custodian bank, prior to utilizing that bank's safekeeping services.

Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services.

It is the intent of the City that all purchased securities be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the City will be delivered by either book entry and will be held in third-party safekeeping by a City approved custodian bank or its Depository Trust Company (DTC) participant account.

All fed wire-able book entry securities owned by the City shall be evidenced by a safekeeping receipt, issued to the City by the custodian bank stating that the securities are held in the Federal Reserve System in a customer account for the custodian bank which names the City as "customer."

All securities which are eligible for delivery through the Depository Trust Company shall be held in the custodian bank's DTC participant account and the custodian bank shall issue a safekeeping receipt to the City evidencing that the securities are held by the DTC for the City as customer.

REPORTING REQUIREMENTS

A quarterly report shall be prepared and submitted by the Assistant Finance Director or designee to the Finance Director which will list the cost and current fair value of investments held by the City, in accordance with Governmental Accounting Standards Board Statement No. 31. The report shall include a summary of investment earnings and performance results during the period and a review of the portfolio and a comparison between the portfolio's total return and the established investment objectives. A record shall be maintained by the City of all bids and offerings for security transactions in order to ensure that the City receives competitive pricing.

The City has established reporting and accounting standards for callable Instrumentality securities. Callable securities may be retired at the issuer's option prior to the stated final maturity. All securities holding reports shall disclose the final maturity as well as the next call date of each callable security held. For callable securities which are purchased "priced to the next call date" and have an overwhelming probability of being called on the next call date, the

weighted average maturity as well as yield shall be calculated using the next call date.

PERFORMANCE REVIEW

The Finance & Technology Department, in collaboration with the City's Investment Advisor, shall periodically establish a set of benchmark yields for the City's investments based on "comparative rates of return". When comparing the performance of the City's portfolio, all fees involved with the investment management of the portfolio should be included in the computation of the portfolio's rate of return.

POLICY REVISIONS

This Investment Policy will be reviewed annually by the Finance Director and may be amended by the City Council as conditions warrant. The data contained in the Annexes to this document may be updated by the Finance Director as necessary, provided the changes in no way affect the substance or intent of this Policy.

ANNEX 1

AUTHORIZED PERSONNEL

The following City personnel are authorized to conduct investment transactions on behalf of the City of Glendale:

Director of Finance & Technology

Assistant Finance Director

Controller

Accounting Manager

Accountant II

Revised January 12, 2016