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 Joyce Clark
Councilmember Ray Malnar
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, February 14, 2017 | **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).

AMENDED VOTING MEETING AGENDA
ON FEBRUARY 8, 2017 AT 3:28 P.M., AGENDA ITEM #2 WAS REMOVED AT THE REQUEST OF THE HISTORIC PRESERVATION COMMISSIONER.

CALL TO ORDER

ROLL CALL

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 JANUARY 24, 2017

1. 17-034

APPROVAL OF THE MINUTES OF THE JANUARY 24, 2017 VOTING MEETING
Staff Contact: Julie K. Bower, City Clerk

Attachments: Meeting Minutes of January 24, 2017

PROCLAMATIONS AND AWARDS

2. 17-048

ON FEBRUARY 8, 2017 AT 3:28 P.M., AGENDA ITEM #2 WAS REMOVED AT THE REQUEST OF THE HISTORIC PRESERVATION COMMISSIONER.
RECOGNITION OF SERVICE FOR HISTORIC PRESERVATION COMMISSIONER LILLIAN "MICKEY" LUND
Presented by: Office of the Mayor
Staff Contact: Jon M. Froke, AICP, Planning Director

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.

3. 17-016

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22025, XTC NIGHTCLUB
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: Map
Calls for Service

4. 17-022

AUTHORIZATION FOR THE EXPENDITURE OF FUNDS AND TO ENTER INTO A LINKING AGREEMENT WITH CUSTOM STORAGE INC., DOING BUSINESS AS CSTOR, FOR TECHNOLOGY HARDWARE, SOFTWARE AND SERVICES
Staff Contact: Chuck Murphy, Chief Information Officer, Innovation and Technology

Attachments: Linking Agreement

5. 17-033

AUTHORIZATION FOR THE EXPENDITURE OF FUNDS WITH SECURELINK, INC., A SOLE SOURCE PROVIDER, FOR SOFTWARE AND SERVICES
Staff Contact: Chuck Murphy, Chief Information Officer, Innovation and Technology

Attachments: Subscription Order

6. 17-044

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

Attachments: Classification Study Status Report

Classification Study Status Report - FY16 -17

7. 17-040

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH G & G SPECIALTY CONTRACTORS INCORPORATED FOR PARK AND FACILITY ACCESSIBILITY IMPROVEMENTS
Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special Events

Attachments: Construction Agreement

ADA Construction Agreement - Attachments

8. 17-007

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR ASSESSMENT OF THE WEST AREA WATER RECLAMATION FACILITY RECHARGE STORAGE
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Amendment No. 1

9. 17-020

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CINTAS CORPORATION NO. 2 FOR UNIFORM AND LINEN RENTAL SERVICES
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Linking Agreement

10. 17-032

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SDB INC., DOING BUSINESS AS SDB CONTRACTING SERVICES, FOR GENERAL MAINTENANCE AND REPAIR SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Linking Agreement

11. 17-037

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., FOR DESIGN SERVICES FOR OLIVE AND 59TH AVENUE INTERSECTION CAPACITY IMPROVEMENTS
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Amendment No. 1

12. 17-038

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH EATON SALES AND SERVICE, LLC, FOR INSTALLATION, REPAIR AND MAINTENANCE OF PETROLEUM STORAGE TANK SYSTEMS
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Amendment No. 2

13. 17-043

AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH PHOENIX NATIONAL LABORATORIES, INC., FOR STREETLIGHT INSPECTION AND ASSESSMENT SERVICES

Staff Contact: Jack Friedline, Director, Public Works

Attachments: Services Agreement

CONSENT RESOLUTIONS

14. 16-341

RESOLUTION NO. R17-06

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT FOR FIRE AND MEDICAL SERVICES RESPONSE TO THE DESERT DIAMOND CASINO WITH THE CITY OF PEORIA AND THE SUN CITY FIRE DISTRICT ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.
Staff Contact: Terry Garrison, Fire Chief

Attachments: Resolution No. R17-06

Intergovernmental Agreement

15. 17-023

RESOLUTION NO. R17-07

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF FFY 2016-2017 HOMELAND SECURITY PROGRAM AWARD-REALLOCATION FROM THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF $20,000 FUNDED UNDER THE URBAN AREA SECURITY INITIATIVE FOR THE PROJECT ENTITLED "GLENDALE FIRE DEPARTMENT RRT" ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.
Staff Contact: Terry Garrison, Fire Chief

Attachments: Resolution No. R17-07

2015 UASI RRT Reallocation Grant

16. 17-018

RESOLUTION NO. R17-08

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR GLENDALE POLICE DEPARTMENT PARTICIPATION IN LAW ENFORCEMENT AND SECURITY SERVICES AT THE UNIVERSITY OF PHOENIX STADIUM.
Staff Contact: Rick St. John, Police Chief

Attachments: Resolution No. R17-08

Intergovernmental Agreement

17. 16-665

RESOLUTION NO. R17-09

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA

COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A SUBRECIPIENT CONTRACT WITH HABITAT FOR HUMANITY CENTRAL ARIZONA FOR EMERGENCY REPAIR PROGRAM AND RATIFYING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $23,898.32.
Staff Contact: Elaine Adamczyk, Interim Director, Community Services

Attachments: Resolution No. R17-09
Subrecipient Contract

18. 17-026

RESOLUTION NO. R17-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY, HUMAN SERVICES DEPARTMENT, CONCERNING THE CITY OF GLENDALE'S HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM.
Staff Contact: Elaine Adamczyk, Interim Director, Community Services

Attachments: Resolution No. R17-10
Amendment No. 2

19. 17-030

RESOLUTION NO. R17-11

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF PROJECT FUNDS FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0006063-I) FOR THE GLENDALE SRTS SUPPORT PROGRAM FY17 IN THE CITY OF GLENDALE.
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution No. R17-11
Intergovernmental Agreement

20. 17-031

RESOLUTION NO. R17-12

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0006250-I) FOR DESIGN OF THE FLASHING YELLOW ARROWS PROJECT IN THE CITY OF GLENDALE.
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution No. R17-12
Intergovernmental Agreement

NEW BUSINESS

21. 17-009 REAPPOINTMENT OF CITY JUDGE MANUEL DELGADO
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

22. 17-010 REAPPOINTMENT OF PRESIDING CITY JUDGE ELIZABETH FINN
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

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:

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APPROVAL OF THE MINUTES OF JANUARY 24, 2017

1. **17-034** APPROVAL OF THE MINUTES OF THE JANUARY 24, 2017 VOTING

MEETING
Staff Contact: Julie K. Bower, City Clerk

Attachments: Meeting Minutes of January 24, 2017

PROCLAMATIONS AND AWARDS

2. 17-048 RECOGNITION OF SERVICE FOR HISTORIC PRESERVATION COMMISSIONER LILLIAN "MICKEY" LUND
Presented by: Office of the Mayor
Staff Contact: Jon M. Froke, AICP, Planning Director

CONSENT AGENDA

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Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: Map
Calls for Service

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Staff Contact: Chuck Murphy, Chief Information Officer, Innovation and Technology

Attachments: Linking Agreement

5. 17-033 AUTHORIZATION FOR THE EXPENDITURE OF FUNDS WITH SECURELINK, INC., A SOLE SOURCE PROVIDER, FOR SOFTWARE AND SERVICES
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Attachments: Subscription Order

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Attachments: Classification Study Status Report
Classification Study Status Report - FY16 -17

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Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and

Special Events

Attachments: Construction Agreement

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

Attachments: Amendment No. 1

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Staff Contact: Jack Friedline, Director, Public Works

Attachments: Services Agreement

CONSENT RESOLUTIONS

14. **16-341** RESOLUTION NO. R17-06

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT FOR FIRE AND MEDICAL SERVICES RESPONSE TO THE DESERT DIAMOND CASINO WITH THE CITY OF PEORIA AND THE SUN CITY FIRE DISTRICT ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.
Staff Contact: Terry Garrison, Fire Chief

Attachments: Resolution No. R17-06
Intergovernmental Agreement

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Staff Contact: Terry Garrison, Fire Chief

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Staff Contact: Rick St. John, Police Chief

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A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A SUBRECIPIENT CONTRACT WITH HABITAT FOR HUMANITY CENTRAL ARIZONA FOR EMERGENCY REPAIR PROGRAM AND RATIFYING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $23,898.32
Staff Contact: Elaine Adamczyk, Interim Director, Community Services

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Staff Contact: Elaine Adamczyk, Interim Director, Community Services

Attachments: Resolution No. R17-10
Amendment No. 2

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Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution No. R17-11
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A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0006250-I) FOR DESIGN OF THE FLASHING YELLOW ARROWS PROJECT IN THE CITY OF GLENDALE.
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution No. R17-12
Intergovernmental Agreement

NEW BUSINESS

21. 17-009 REAPPOINTMENT OF CITY JUDGE MANUEL DELGADO
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

22. 17-010 REAPPOINTMENT OF PRESIDING CITY JUDGE ELIZABETH FINN

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

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

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(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
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City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 17-034, **Version:** 1

APPROVAL OF THE MINUTES OF THE JANUARY 24, 2017 VOTING MEETING

Staff Contact: Julie K. Bower, City Clerk

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City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Meeting Minutes - Draft

Tuesday, January 24, 2017

6:00 PM

Voting Meeting - added Executive Session

Council Chambers

City Council

Mayor Jerry Weiers
Vice Mayor Ian Hugh
Councilmember Jamie Aldama
Councilmember Joyce Clark
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 Joyce Clark, Councilmember Lauren Tolmachoff, Councilmember Ray Malnar, and Councilmember Bart Turner

Also present were Kevin Phelps, City Manager; Tom Duensing, Assistant City Manager; Michael Bailey, City Attorney; Julie K. Bower, City Clerk; and Darcie McCracken, Deputy City Clerk.

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

The invocation was offered by Rev. Joseph Bui of St. Louis the King Catholic Church and School.

CITIZEN COMMENTS

Bill Demski, a Sahuaro resident, spoke about a bicycle accident he had several years ago. He spoke about private property issues and the problems he had with the police report that was taken regarding the incident.

Steve Einstman, a Sahuaro resident, spoke about street repairs that were not getting done. He said something had to be done about the holes in the roads.

James Deibler, a Phoenix resident, disagreed with President Trump's views on illegal immigration and supported the right to march. He did not support abortion rights. He encouraged Planned Parenthood to provide women's health care but not abortions.

APPROVAL OF THE MINUTES OF JANUARY 10, 2017

1. 17-013 APPROVAL OF THE MINUTES OF THE JANUARY 10, 2017 VOTING MEETING
Staff Contact: Julie K. Bower, City Clerk

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 Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

CONSENT AGENDA

Ms. Bower read Consent Resolution items 9 through 12.

Councilmember Aldama requested to hear Consent Agenda item 8 separately.

2. 17-019 RECOMMEND APPROVAL OF WINE FESTIVAL LICENSE, AZ WINE CELLARS LLC
Staff Contact: Vicki Rios, Director, Budget and Finance

3. 16-674 RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21972, SUSHI PLUS
Staff Contact: Vicki Rios, Director, Budget and Finance

4. 16-675 RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21983 EDDIE'S LOUNGE
Staff Contact: Vicki Rios, Director, Budget and Finance

5. 16-641 AUTHORIZATION TO APPROVE THE SOLE SOURCE PURCHASE OF ANNUAL MAINTENANCE SUPPORT FROM TCS AMERICA, INC., FOR THE TAX MANTRA SYSTEM
Staff Contact: Vicki Rios, Director, Budget and Finance

6. 17-005 AUTHORIZATION FOR THE RATIFICATION OF EXPENDITURES WITH HEMPELMAN AUTO PARTS CO., DOING BUSINESS AS NAPA AUTO PARTS, FOR ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR AND SERVICES, AND AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT TO INCREASE EXPENDITURE AUTHORITY
Staff Contact: Jack Friedline, Director, Public Works

7. 17-011 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. AND APPROVAL OF A BUDGET APPROPRIATION TRANSFER FOR THE 95TH AVENUE EXTENSION PROJECT
Staff Contact: Jack Friedline, Director, Public Works

CONSENT RESOLUTIONS

9. 17-004 RESOLUTION NO. R17-02

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF SUBRECIPIENT AGREEMENT (NUMBER 150803-03) AND AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD REALLOCATION FROM THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF $22,500, TO ASSIST WITH THE URBAN AREA SECURITY INITIATIVE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.
Staff Contact: Rick St. John, Police Chief

10. 17-006 RESOLUTION NO. R17-03

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO

CHANGE ORDER NO. 2 FOR AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X131 RELATING TO TRANSIT SERVICES.
Staff Contact: Jack Friedline, Director, Public Works

11. 17-017 RESOLUTION NO. R17-04

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE GLENDALE CITY COUNCIL "COUNCIL MEETING RULES AND PROCEDURES" TO INCLUDE THE ORDER OF BUSINESS AND ADDING A ROLL CALL AFTER THE CALL TO ORDER.
Staff Contact: Julie K. Bower, City Clerk

12. 17-003 RESOLUTION NO. R17-05

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A JOB RETENTION AND ECONOMIC DEVELOPMENT ACTIVITIES AGREEMENT WITH BECHTEL CORPORATION.
Staff Contact: Brian Friedman, Director, Office of Economic Development

Approval of the Consent Agenda

A motion was made by Turner, seconded by Hugh, to approve the recommended actions on Consent Agenda Item Numbers 2 through 7 and Consent Resolution Item Numbers 9 through 12. The motion carried by the following vote:

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

8. 17-015 AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 AGREEMENT FOR SERVICES WITH SMG FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES PROVIDED BY THE GLENDALE FIRE DEPARTMENT AT THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Jean Moreno, Executive Officer, Strategic Initiatives and Special Projects

Ms. Bower introduced item 8.

Ms. Moreno said the request was to enter into Amendment No. 3 of the contract with SMG for provision of emergency medical services provided by the Glendale Fire Department at the University of Phoenix Stadium. The amendment would extend services through April 7, 2017 to ensure continuity of service through the NCAA Men's Final Four. She said a new venue manager was chosen on July 6, 2016 and

previous extensions of the agreement were awarded to allow the new manager to orient themselves. The reimbursed costs exceeded actual expenditures under the existing contract.

Ms. Moreno said SMG was still finalizing the contract with its new provider and so there had been no training at the facility with the new provider. Also, the current provider had been meeting monthly with NCAA organizers to plan for the Final Four event. SMG did not believe there was enough time to bring a new vendor up to speed prior to the Final Four event. SMG was requesting an extension to put a transition plan in place for the new vendor and would pay the City for the services. The extension would provide the new vendor an opportunity to work alongside Glendale staff in the field.

Councilmember Aldama expressed concern that the new vendor did not have experience working in the stadium. He asked why the program would be continued even for a few more months if there was no cost recovery.

Ms. Moreno said the new vendor was not yet familiar with the facility and that was why SMG had requested to do transition planning and knowledge transfer for a seamless transition. The new vendor did have similar operations in the region. The City would work with the current vendor through April, even though it was costing the City money. It was in the best interest of everyone to ensure the seamless operation for the NCAA Final Four. She said there were no additional budget allocations as staff expected to pay the cost for the current vendor through the end of FY17.

Councilmember Aldama said a negative cost recovery went against the Council's priorities. He asked if staff was positive the transition to the new vendor would be smooth and if it could conduct business as needed.

Ms. Moreno said the purpose of the extension was to keep the current vendor in place to provide for the transition so that after the Final Four, the new vendor would have the experience inside the facility to be prepared to move forward.

Councilmember Aldama said the safety of citizens and visitors was of the utmost priority. He wasn't sure four months was enough time for the new vendor.

Ms. Moreno said SMG was requesting to get the contract finalized so the transition and knowledge transfer could begin. She said staff had asked SMG to get the new vendor involved in the meetings to prepare for the Final Four and other upcoming large events.

Councilmember Clark asked what the EMS contract said about services outside the building.

Ms. Moreno said the City did not have a contractual obligation to provide EMS service on the outside of the building and the parking lots. She said staff had made it clear to SMG that the new vendor would be covering the parking lots as well and SMG was in agreement with that.

Councilmember Clark said she didn't want SMG relying on the Fire Department to respond to calls in the parking lots of the stadium. She verified that SMG and its new vendor would be responsible for incidents in the parking lot and outside of the stadium building.

Ms. Moreno said that was correct and staff had provided information about the number of calls that were typically received on game days, so SMG was fully informed and prepared to address the calls. Staff would continue to work with SMG to resolve any issues.

Councilmember Clark was glad to hear staff was going to monitor the need for emergency service at the stadium.

Mayor Weiers asked about an incident that occurred on a very hot day and asked if that sort of incident had been discussed with SMG.

Chief Garrison said there were over 50 calls around the stadium during that incident. He said SMG would be responsible for inside the stadium and the footprint of the stadium. He would be monitoring the calls very closely and if it became an issue, staff would bring it before Council for discussion.

Councilmember Turner said providing the highest level of service to visitors and citizens was the priority and the City had done that, even at a negative cost recovery. He asked if the City was achieving cost recovery during the extension of the contract.

Ms. Moreno said the City was not achieving a cost neutral situation during the contract extensions. She said the intention of the extensions had been to provide SMG with some due diligence. SMG had requested an extension through January 31st and staff had monitored contract payments during that time. It would have required a 21 percent increase in costs to become cost neutral. She said it was reasonable and in the best interest of the community and safety, to request the extension at this time.

Councilmember Turner agreed with Ms. Moreno that currently it was in the best interest of the City to continue with the extension. He did not feel it was in the best interest of the taxpayers to continue to do it at a loss. He was proud of the events hosted in Glendale but didn't feel it should be on the backs of the taxpayers who some couldn't afford to attend the events. The taxpayers had carried an undue burden with recent large events and he felt Council should put an end to that practice.

Mr. Phelps said the initial call of concern about the transition came from the executive director of AZSTA after a meeting with the NCAA. The NCAA felt Glendale could provide the level of service for the event. He said the City wanted to put the best face forward and it seemed reasonable to extend the agreement to handle the mega event. The event brought millions of dollars in exposure for Glendale and staff was confident it could put a public safety plan in place that would meet the needs of everyone. Mr. Phelps said Police Chief St. John had also worked closely on letting DPS take over the main security role.

Councilmember Turner was not advocating not providing the service, his concern was providing the service at a loss. He said professional sports were big business and a lot of money was involved. He was concerned that the taxpayers were footing the bill on these events.

Ms. Moreno said that was exactly the reason why the contract only extended through the Final Four and the contract was going to other vendors.

Councilmember Aldama said there was no question that the City would provide a high level of service, but should be compensated for it. He said the Fire Department had

provided services for the last ten years. He asked what the contract covered as far as outside of the stadium building.

Ms. Moreno said the existing contract applied to parking lots, the plaza and the great lawn.

Councilmember Aldama said it was a benefit that the Fire Department had the ability to coordinate with both the interior and exterior of the building. He said they wouldn't have it to that extent anymore and he was concerned with an increase of 911 calls around the stadium.

Ms. Moreno said the issue of radio communications for emergency management issues still needed to be addressed through transition planning. The same service provider would provide both internal and external communications on the contract.

Councilmember Aldama wasn't sure if staff had quantified the value and didn't feel the contract should be extended because it was against Council priorities. He said Council owed it to the taxpayers to continue providing the service, but only if the costs were recovered.

Ms. Moreno said costs between now and the Final Four would be approximately $25,000.

Councilmember Tolmachoff asked if the cost recovery issue was part of the conversation during the contract extension discussions.

Ms. Moreno said that was an integral part of the conversation. There had also been discussions about adjusting staffing models to obtain cost recovery and that was one reason why the process had taken so long. She said timing had also been an issue. There had not been adequate time to move through the entire transition plan prior to the upcoming events.

Councilmember Tolmachoff asked if there were any conversations about the City adjusting its rate.

Ms. Moreno said there had not been and staff had not asked SMG for an increase. SMG was advised that, in order to do a permanent contract, there would have to be an increase in rates.

Councilmember Turner said it was possible that SMG could discover that cost recovery was not possible. He would like to see the taxpayers reimbursed for the money lost during the contract extensions. Both AZSTA and the NCAA were put on notice last year that it was not right or fair for the taxpayers to underwrite the events when so much money was being made from the events.

Councilmember Clark hoped the same remarks were heard the next time a Super Bowl was discussed. She was not going to fault staff on the issue because the first extension was made by staff in good faith, even at taxpayer expense. Staff didn't want to endanger public health and safety by walking away from the contract. Councilmember Clark was not pleased to have to use taxpayer funds, but understood the reason for doing so. It would be impossible to go back and demand the money the City had lost from the extensions when the extensions were negotiated in good faith.

A motion was made by Councilmember Clark, seconded by Councilmember

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

Aye: 5 - Mayor Weiers, Vice Mayor Hugh, Councilmember Clark, Councilmember Tolmachoff, and Councilmember Malnar

Nay: 2 - Councilmember Aldama, and Councilmember Turner

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

13. 17-002 ORDINANCE NO. O17-05

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 6502 NORTH SARIVAL AVENUE FROM A-1 (AGRICULTURAL) TO M-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.
Staff Contact: Jon M. Froke, AICP, Planning Director

Ms. Bower read Ordinance No. O17-05.

Mr. Froke said the proposed ordinance would rezone property at 6502 N. Sarival Avenue from A-1, agricultural, to M-1, light industrial. The applicant had requested rezoning 55 acres to allow for future development of a business park. The M-1 zoning implemented the general plan. He explained Luke Air Force Base had no opposition to the rezoning request. The Planning Commission unanimously recommended approval in December, subject to two stipulations. Staff recommended approval of the ordinance with the two stipulations.

Mayor Weiers opened the public hearing.

There were no speakers on this item.

Mayor Weiers closed the public hearing.

A motion was made by Councilmember Clark, 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 Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

ORDINANCES

14. 17-008 ORDINANCE NO. O17-06

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 2 (ADMINISTRATION), ARTICLE VIII (BOARDS, COMMISSIONS, ETC.) AND CHANGING THE NAME OF THE WATER SERVICES ADVISORY COMMISSION TO THE CITIZENS UTILITY ADVISORY COMMISSION AND EXPANDING ITS PURPOSE.
Staff Contact: Craig Johnson, P.E., Director, Water Services

Ms. Bower read Ordinance No. O17-06.

Mr. Johnson said the proposed ordinance would amend City Code Chapter 2, Article VIII, to change the name of the Water Services Advisory Commission to the Citizens Utilities Advisory Commission and expand the Commission's purpose to include advising Council concerning the Public Works Department. He said City Council consensus was received in January 2017 to bring the item forward to a voting meeting. The expanded role would include potential program adjustments and procedural changes, as well as policy recommendations to Council.

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

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

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Clark, to hold a Special Budget Workshop on Tuesday, February 7, 2017 at 9:00 a.m. in the City Council Chambers, and further moved to hold the next regularly scheduled City Council Workshop on Tuesday, February 7, 2017 at 1:30 p.m. in the City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried by the following vote:

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

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama said public comment was requested on the City's lineup of signature festivals and encouraged everyone to take the survey. He also reminded the public about the upcoming Chocolate Affaire on February 3-4, 2017.

Councilmember Clark reminded Yucca residents of her district meeting on February 2, 2017 at 6 p.m. at the Desert Mirage Elementary School cafeteria, 8605 W. Maryland Avenue. She said Mr. Duensing, Finance Director Vicki Rios, Fire Chief Garrison and Public Works Director Jack Friedline would be in attendance. She reported on the ribbon cutting of the newest Dignity Health facility and emergency room at 83rd Avenue and Camelback.

Councilmember Malnar reminded Sahuaro residents of his District Advisory Committee meeting on Thursday at 1:30 p.m. at the YMCA. He encouraged residents to attend.

Councilmember Tolmachoff reminded everyone that she, Councilmember Malnar and the Glendale Police Department were hosting a shred event on February 11, 2017 from 8 a.m. to 11 a.m. at the Foothills Library parking lot. She said registration for the spring session of Glendale University was open until January 25th. Glendale University was a very informative program for residents who wanted to learn more about the City, from February 1st through April 12th.

Mayor Weiers said Glendale had the second largest South Vietnamese population in the state, who celebrated the lunar New Year at a festival last week held at Glendale High School. He said it was a great event and people from all over the valley attended. Mayor Weiers said he was very proud the group was part of the community.

MOTION AND CALL TO ENTER INTO EXECUTIVE SESSION

A motion was made by Councilmember Clark, 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 Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

EXECUTIVE SESSION

The City Council entered into Executive Session at 7:05 p.m.

A motion was made by Councilmember Aldama, seconded by Vice Mayor Hugh, to adjourn the meeting. The motion carried by the following vote:

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

ADJOURNMENT

The City Council adjourned at 8:11 p.m.

Legislation Description

File #: 17-048, **Version:** 1

RECOGNITION OF SERVICE FOR HISTORIC PRESERVATION COMMISSIONER LILLIAN "MICKEY" LUND
Presented by: Office of the Mayor
Staff Contact: Jon M. Froke, AICP, Planning Director

Purpose and Recommended Action

This is a request to present a plaque recognizing Lillian "Mickey" Lund for her four years of community service on the Historic Preservation Commission (HPC).

Background

This Historic Preservation Commission advises the Planning Commission and the City Council on historic preservation issues, including the designation of properties to the Glendale Historic Property Register, and assists in building community support for preservation issues.

Ms. Lund, who resides in the Barrel District, served on the HPC from 2012 to 2016. Ms. Lund served as a member and participated in initiatives relative to historic preservation efforts in Glendale, most notably the completion of the Myrtle Avenue Cultural Gateway. Ms. Lund should be commended for her efforts.

Community Benefit/Public Involvement

Have the Mayor's Office present a plaque of recognition to Ms. Lund for her contributions and dedication to serving the citizens of Glendale.

File #: 17-016, **Version:** 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22025, XTC NIGHTCLUB
Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a person and location transferable series 6 (Bar - All Liquor) license for XTC Nightclub located at 5400 North 59th Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070122) was submitted by Pouria Momtazi.

Background Summary

The location of the establishment is in the Ocotillo District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 23,327. XTC Nightclub 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.

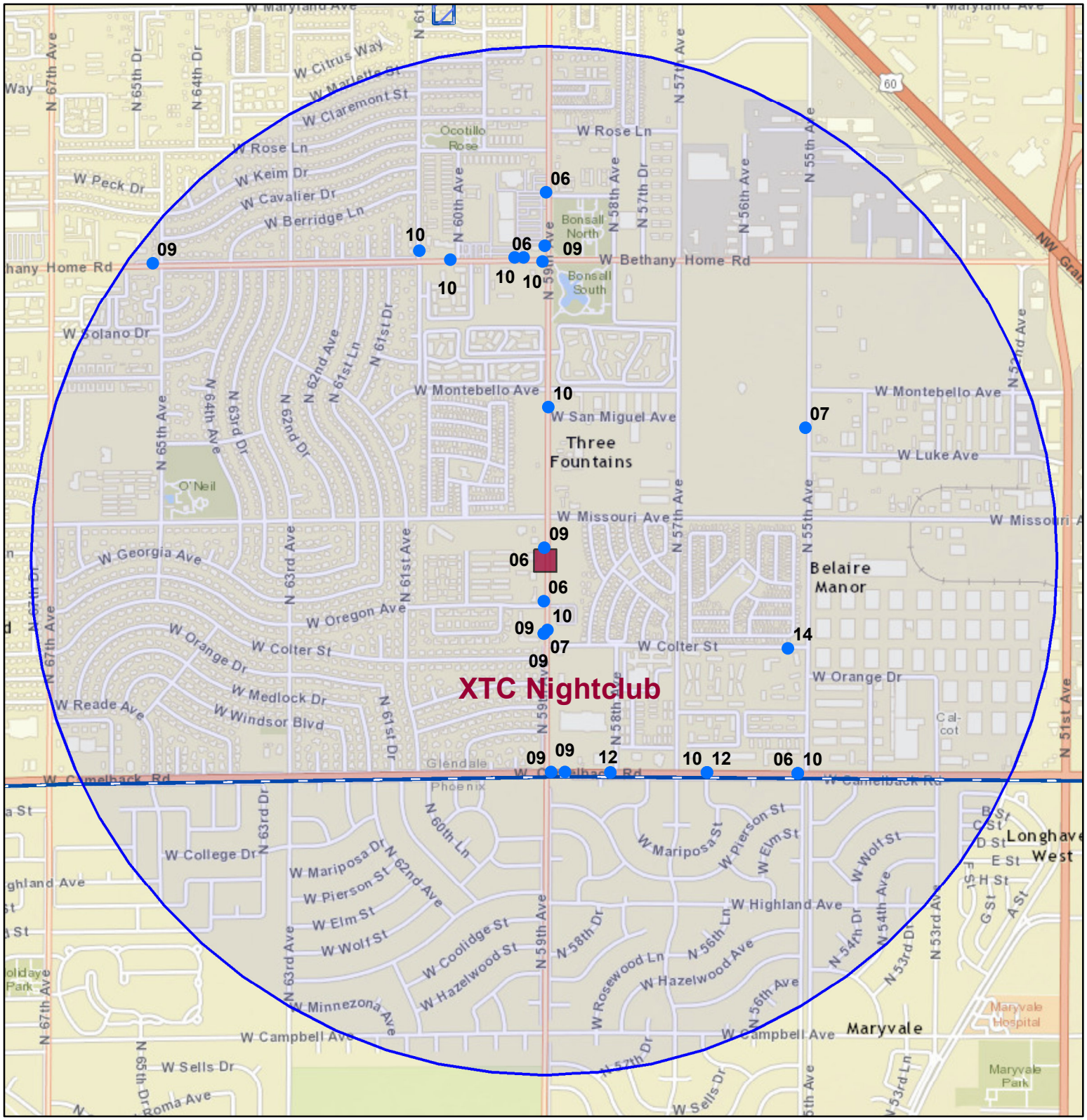
Series	Type	Quantity
06	Bar - All Liquor	5
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	6
10	Liquor Store - Beer and Wine	8
12	Restaurant	2
14	Private Club	1
	Total	**24**

Pursuant to A.R.S. § 4-203(A), when considering this person and location transferable series 6 license, may take into consideration the applicant's capability, qualifications, and reliability.

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, December 6 thru December 26, 2016.



BUSINESS NAME: XTC Nightclub

LOCATION: 5400 N. 59th Avenue

ZONING: C-2

APPLICANT: Pouria Momtazi

APPLICATION NO: 5-22025

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

16-168

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **12-29-16**

License Type: **Series 6 Bar (All Spiritous Liquor)**

Definition: Allows for the sale of all types of liquor, on-premise consumption and allows the bar to sell packaged goods to go. Delivery service is allowed.

Application Type: **Person Location Transfer**

Definition: The application process for conveying the ownership of a license from one person to another and moving the license from one premises to another, all within the same county.

Business Name: **XTC Nightclub**

Business Address: **5400 N. 59th Ave**

Applicant/s Information

Name: **Momtazi, Pouria**
Name: **Momtazi, Shahab**
Name: **Plentywounds, Christopher Alexander**
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/29/2011	Other Suites	New ownership call history beginning: 11/30/2016
Liquor Related	1		
Vice Related			
Drug Related			
Fights / Assaults	6		
Robberies			
Burglary / Theft	2		
911 calls	4		
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats	1		
Criminal damage			
Other non-criminal*	13		
Other criminal	8		
Total calls for service	**36**	**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:

Elisa Serrano (Agent)
BB & N LLC (Owner)

Business is closed.

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	12-30-16
CID Lieutenant or Commander	#6098	1-3-17
Deputy City Attorney		
Chief of Police or designee		1/3/17

File #: 17-022, **Version:** 1

AUTHORIZATION FOR THE EXPENDITURE OF FUNDS AND TO ENTER INTO A LINKING AGREEMENT WITH CUSTOM STORAGE INC., DOING BUSINESS AS CSTOR, FOR TECHNOLOGY HARDWARE, SOFTWARE AND SERVICES

Staff Contact: Chuck Murphy, Chief Information Officer, Innovation and Technology

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Custom Storage Inc., d/b/a cStor using a state cooperative purchasing agreement, for a term commencing upon approval of the agreement and ending on June 30, 2017, and to authorize the City Manager, at their discretion, to renew the agreement for four additional one-year periods until June 30, 2021. Under the terms of the agreement, cStor will provide hardware, software and services to the city using the state agreement. This request also includes approval of expenditure authority in an amount not to exceed $1,360,000 over the life of the agreement.

Background

cStor is a large state contract vendor having a substantial product and services portfolio with the ability to provide significant pricing discounts due to the volume of product they sell. The city maintains purchasing contracts with multiple vendors, however not all vendors provide the same product discounts. Therefore, it is prudent to maintain contracts with several vendors to obtain the best possible pricing over the widest array of products and services. The city is limited in its technology spending by the budgets reviewed and approved by Council on an annual basis. The spending authority requested allows departments the flexibility to request quotes and evaluate services from multiple vendors.

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 Purchasing.

Analysis

Information Technology establishes relationships with several state contract vendors and regularly compares pricing among those vendors to ensure the city is getting the best possible value. cStor will provide an alternate and competing source of products and services at aggressive pricing through the state agreement.

Community Benefit/Public Involvement

The ability to obtain competitive pricing from multiple vendors provides a higher level of cost saving potential when acquiring products and services.

Budget and Financial Impacts

The amount budgeted in the Technology Replacement Fund will fluctuate based on annual budget capacity and replacement needs. It is estimated to be $340,000 per year.

Cost	Fund-Department-Account
$340,000	**2591-18401-521000, Technology Replacement Fund**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CUSTOM STORAGE INC d/b/a CSTOR

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 Custom Storage Inc. d/b/a cStor, an Arizona Corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On June 30, 2017, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Master Purchasing Agreement, State # ADSP016-137340 ("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 supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was July 1, 2016, until the date the contract expires on June 30, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond June 30, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until June 30, 2017. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the

Cooperative Purchasing Agreement expires on June 30, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

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

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed One Million three hundred sixty thousand dollars ($1,360,000.00) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. 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 IT Department
6835 N. 57th Drive, Suite 100
Glendale, Arizona 85301
623-930-2880

and

Custom Storage Inc. d/b/a cStor
7975 N Hayden Rd Ste A105
Scottsdale, AZ 85258

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Custom Storage Inc. d/b/a cStor, an Arizona Corporation

By: _____
Name: Don Lineburg
Title: CFO, Custom Storage Inc. dba cStor

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Custom Storage Inc. dba cStor

EXHIBIT A

Master Purchasing Agreement, State of Arizona Contract # ASDP016-137340

Offer and Acceptance

SOLICITATION NO.: **ADSPO16-00005819**

OFFFEROR: **NETWORK EQUIPMENT AND SERVICES**

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

OFFER

TO THE STATE OF ARIZONA:

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

CUSTOM STORAGE (DBA CSTOR)
Company Name

7975 N. HAYDEN RD #A105
Address

SCOTTSDALE AZ 85258
City State Zip

DON.LINEBURG@CSTOR.COM
Contact Email Address

Signature of Person Authorized to Sign Offer

DON LINEBURG.
Printed Name

CFO
Title

Phone: 480.760.2133

Fax: 480.760.2101

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ✓ IS/ ___ IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSPO16-137340.

The effective date of the Contract is July 1, 2016.

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

State of Arizona Awarded this 10th **day of** June **20** 16

Procurement Officer

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1. **Introduction**
The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

2. **Background**
Currently the State of Arizona has 35 statewide Network Equipment and Services contracts which provide a variety of Data, Voice, and Multimedia Network-based, Network-embedded Products and Services to include all converged and traditional-separate voice, data, and video network products and services. Equipment is primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints, rather than product-specific technology requirements, allowing for some flexibility to accommodate open-standards-based products, new technologies, and next generation networks.

The objective of the current Contract Set was to contract with a variety of network equipment and security related equipment vendors to provide a full range of equipment, maintenance, training and services. This has occurred within the parameters of the current contract set requirements. Per Contractor Usage reports, “spend” for the period of May 2012 through September 2015 has been approximately $129 million dollars.

3. **Availability of Technology**
Rapidly changing advances and refinements of Network Equipment and Services and their application, at any one point in time, have not always been able to be made available to State Agency and Cooperative customers by current Contractors due to current contractual restraints.

4. **Purpose**
It is the purpose of this solicitation to:

a. Make available Network equipment and services which address the current known needs of State Agencies and Cooperative Members, yet allow for new or refined/updated Network equipment and services which may become available during the course of the contract at the best price possible.

b. Acknowledge the need to cost effectively and efficiently use limited resources of the State and its Cooperative Members to administer and appropriately use awarded contracts.

c. Acknowledge that one Contract Set may not meet the many possible needs of all State Agencies and its Cooperative Members regarding Network Equipment and Services.

5. **Scope of Services**
The Scope for Data, Voice, and Multimedia Network-based, Network-embedded Products and Services under this Contract includes all converged and traditional-separate voice, data, and video network products and services primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints.

5.1 This Scope **<u>does allow</u>** Data, Voice, and Multimedia Network based Network-embedded Products and Services including:

5.1.1 All labor, materials, transportation, equipment and other activities for, and reasonably incidental to: installation, integration, implementation, engineering analysis, design and configuration, of the manufacturer’s product or service.

5.1.2 Software and/or hardware maintenance and support of the manufacturer’s product or service; and

5.1.3 Ancillary services in conjunction with the implementation, or installation of a manufacturer’s product.

5.2 This Scope allows for:

5.2.1 Networking products and services, such as routers, gateways, switches, modems, CSU/DSU, access devices, concentrators, network-embedded security solutions, caching and content management devices;

5.2.1.1 Network firewalls, filtering software, and security solutions;

5.2.1.2 Network Management Products such as management, monitoring, testing, analyzing, and traffic simulating equipment;

5.2.1.3 Wireless Products for applications such as:

5.2.1.3.1 IEEE802.11X (Wireless Local Area Network - WLAN);

5.2.1.3.2 IEEE 802.15 (Wireless Personal Area Network – WPAN);

5.2.1.3.3 IEEE 802.16 (Wireless Metropolitan Area Network – WMAN); and,

5.2.1.3.4 Fixed Wireless Equipment and related services, such as, access points, transfer points, and controllers

5.2.2 Telephony to include:

5.2.2.1 Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call account, and the associated end-user telephone devices (other than two-way radios)

5.2.2.2 Telephony management, monitoring, testing, analyzing, and traffic-simulating equipment

5.2.3 Services used in conjunction with the design, analysis, configuration, implementation, installation, training, maintenance, and support of Data, Voice, and Multimedia Network-based, Network-embedded products and services.

5.2.4 State Agencies, boards and commissions must receive approval from ASET-EIC prior to any purchases under Items 5.2.2 and 5.2.3 of the Scope of Work.

5.2.5 Training:

5.2.5.1 Initial Training on specific equipment that has been purchased.

5.2.5.2 “As needed” Training on specific equipment that has been purchased (e.g. New Hires, etc.).

5.2.5.3 Annual Training for up to fifty (50) participants.

5.3 This Scope **requires that the Contractor shall**:

5.3.1 Provide a Maintenance Program. Contractor shall have a maintenance program for those Customers who choose or require these services. Maintenance programs shall be comprehensive enough to provide service to any Customer within the State of Arizona.

5.3.2 Provide Technical Support:

5.3.2.1 On-Line Support. Provide and maintain a toll-free technical support telephone line, website, or other communication mechanism(s) for the purpose of providing competent technical assistance to Customers who contact the Contractor regarding the operation of Products supplied by the Contractor. Support shall be accessible to all customers who wish to obtain competent technical.

5.3.2.2 On-Site Support. If requested by the Customer, the Contractor shall also provide on-site installation and troubleshooting and assistance services. These services shall be in addition to the Maintenance Program provided under 3.3.1 above.

5.4 This Scope **does not allow**:

5.4.1 The single purchase of products and services primarily designed to store or process (compute) data, such as midrange or mainframe computer systems, or consumer electronic hardware, component parts and accessories;

5.4.2 Video and Audio conferencing equipment and products; such as:

5.4.2.1 Audio and visual presentation and composing equipment;

5.4.2.2 Cameras;

5.4.2.3 Monitors;

5.4.2.4 VCRs; and

5.4.2.5 Consumer electronics.

5.4.3 Building Wiring Systems (BWS) and structured cabling systems;

5.4.4 Microcomputer Hardware, PC Software and related Services including desktop PC-based firewall and virtual private network (VPN) client-only products and services;

5.4.5 Fixed Wireless Systems and Related Services such as point-to-point and multi-point radios, cabling antennas, towers, power, frequency coordination, licensing, designed to receive/transmit data;

5.4.6 General purpose UNIX Workstations & Servers;

5.4.7 Disaster Recovery Services;

5.4.8 Value-Added Software not specifically designed to support and secure the transport of data (as defined above);

5.4.9 Radio related Products and Services, including Public Safety communication Equipment, 2-way radios, 900MHz Digital Radio Systems, and Digital Microwave Radio Equipment;

5.4.10 Disk Data Storage Hardware, including Network Attached Storage and Storage Area Network;

5.4.11 Carrier Services, both regulated and unregulated; and,

5.4.12 General Information Technology Research & Advisory Service and IT Consultant.

5.5 Pricing

For the purpose of complying with this requirement, "list price" means:

The price of an article as shown in a list issued by the manufacturer or by the general body of manufacturers of the particular class of goods. Merriam-Webster

5.5.1 Percent Reduction (Discount) of Price off the List Price. The Contractor shall make available a complete product line at a specified percentage reduction (discount) off the list price.

Example: $100.00 List Price minus 60% = $40.00 Reduced (Discounted) Price.

5.5.2 Maintenance Discount Percent off the List Price. The Contractor shall make available a specified percentage discount off the list price for maintenance for a product line.

5.5.3 Service Discount Percent off the List Price. The Contractor shall make available a specified percentage discount off the list price for services for a product line.

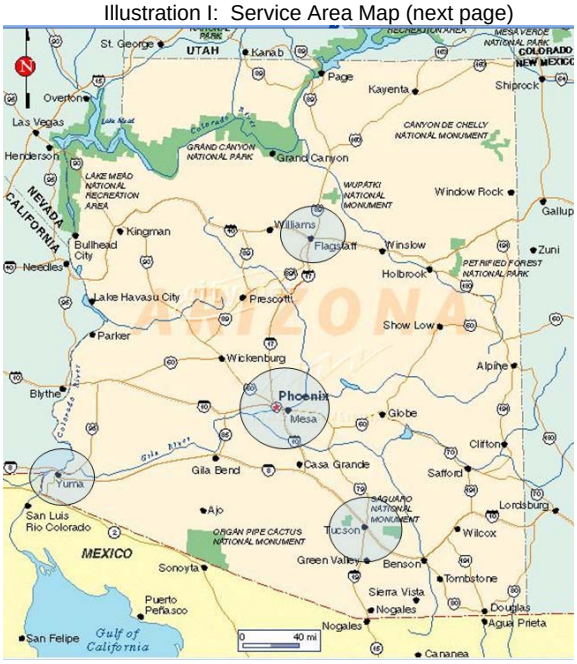
5.5.3.1 Any services shall include coverage to all geographic regions within the State of Arizona. Service areas are divided into two sections: Urban and Rural.

5.5.3.2 The Contractor may establish a single price for "Rural" areas.
All cities specified as "Rural" shall encompass the legal jurisdictional boundaries of the city.

5.5.3.3 The Contractor may establish a single price for "Urban" areas.
The four areas designated as "Urban" are:

A. Flagstaff within a 20 mile radius from City Center
B. Phoenix within a 30 mile radius from City Center
C. Tucson within a 30 mile radius from City Center
D. Yuma within a 20 mile radius from City Center

Illustration I: Service Area Map (next page)



5.5.4 The Contractor may offer promotional or volume discounts below the specified percentage discount off the list price stated in the Contract at any time during the life of the Contract.

5.5.5 Most-Favored Customer Pricing. Throughout the life of the contract, the Contractor shall always offer the State the most-favored customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.

5.6 Online Catalog

The Contractor shall make available an online catalog.

5.6.1 Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract.

5.6.2 Shall not include any items that are specifically excluded from this Contract.

5.6.3 The website will include:

5.6.3.1 Product information/catalog which reflects most recent Arizona approved price catalog;

5.6.3.2 Primary contact information: Name(s), phone number(s), Email address (es); and,

5.6.3.3 Quote and ordering information.

5.6.4 Website shall be available 24 x 7, except for scheduled maintenance.

5.6.5 No costs or expenses associated with providing this information shall be charged to the Users.

5.6.6 Universal Resource Locator (URL) for the website must be supplied to the Procurement Officer within thirty (30) days of an award.

A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein in service to the State.

B. Term of Contract

The term of any resultant Contract shall commence on date of execution and shall be for an initial period of one (1) years, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions five (5) Year Maximum

The Contract term is for the stated period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

D. Contract Type – Fixed Price

E. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the U.S. Federal Government and Tribal Nations." Non-profit organizations are defined in A.R.S. § 41-2631 (4) as any nonprofit corporation as designated by the internal revenue service under Section 501 (c)(3) through 501(c)(6).

F. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

G. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

H. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions if required.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

I. Changes

The State may at any time make changes within the general scope of this Contract. The Contractor shall respond to the Change Order with a proposal. If any such change causes an adjustment in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by the Change Order, the Procurement Officer shall modify the Contract in writing via a bilateral Contract Amendment.

J. Price Adjustment

Throughout the life of the Contract, the State reserves the right to purse negotiations with the Contractor to secure price reductions. Any negotiated price changes for this Contract shall be documented via a bilateral Contract Amendment.

K. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor or Authorized Representative(s). Authorized Representative meaning a Distributor or Reseller authorized by the Contractor and approved by the State's Procurement Officer. The Contractor and the authorized and approved Distributor(s) and/or Reseller(s) shall be registered in the State of Arizona's eProcurement system. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor or Authorized Representative shall be returned to the Contractor for correction.

The Contractor or Authorized Representative shall review and insure that the invoices for services provided show the correct Contractor or Authorized Representative's name and the correct Contract number prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

1. Invoicing

   All billing notices or invoices shall be sent to the agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the information listed below.

   a) The contract number, as applicable the Task Order number, and the contract release/purchase order number;
   b) Name and address of the contractor;
   c) The Contractor's remittance address;
   d) Contractor's representative to contact concerning billing questions;
   e) Contractual payment terms;
   f) Applicable taxes; and,
   g) Description of work products delivered.

2. Order Process

   The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State 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.

L. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

M. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

N. Warranty

Hardware – All hardware supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of one (1) year from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

Services - All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

O. Leasing and Rental Options

Leasing and rental options are allowable for the acquisition of the awarded equipment, if the Contractor provides this option. A Master Lease or Master Rental Agreement will not be negotiated by the State. Each Eligible Agency or Ordering Entity who chooses to pursue either method, shall be responsible for the review, possible negotiations, and signature on any leasing or rental documents. Additionally, it shall be clear that the Eligible Agency or Ordering Entity has the final financial responsibility. All cooperative members shall seek guidance from their internal Finance Department for guidance on requirements. The following shall apply to all State agencies, boards and commissions:

1. Capital and operating lease agreements, as well as straight rental agreements, between the Contractor and any Eligible Agency or Ordering Entity are allowable under this Contract.
    a. Capital leases are those agreements which transfer title or ownership of the leased property at the end of the lease or contain a provision for a bargain purchase option. State Agencies must use the State's Master third party Agreement for Leasing; and,

    b. Operating leases are those agreements where agencies do not obtain title to or ownership of, only the temporary possession and use of, the leased property. State Agencies, boards and commissions must receive approval from the State General Accounting Office (GAO) prior to entering into an Operating Lease to ensure compliance with Federal requirements.

2. In the event of a conflict between the provisions of a lease agreement and Contract terms and conditions, the Contract terms and conditions shall prevail.

3. Any State entity entering into a lease agreement as allowed herein shall follow the policies outlined in the State of Arizona Accounting Manual. Any questions as to the State's policy should be directed to the ADOA General Accounting Office. Inquiries can be sent via email to gaopolicy@azdoa.gov.

4. To ensure compliance with Article 9, Section 5 of the State of Arizona Constitution, installment purchase agreements, or those agreements where title to the property is transferred to the lessee at the inception of the agreement, shall be prohibited under this contract.

P. Master License Agreements and/or Master Service Agreements

Master License Agreements and/or Master Service Agreements will not be negotiated by the State. Each Eligible Agency or Ordering Entity who chooses to pursue either method, shall be responsible for the review, possible negotiations, and signature on any Master License and/or Master Service Agreement. Additionally, it shall be clear that the Eligible Agency or Ordering Entity has the final financial responsibility. All cooperative members shall seek guidance from their internal Finance Department or other internal designated authority for guidance on requirements. The following shall apply to all State agencies, boards and commissions: In the event of a conflict between the provisions of a Master License and/or Master Service Agreement and Contract terms and conditions, the Contract terms and conditions shall prevail

Q. Compliance with Applicable Laws

The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contactor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

R. 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 State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

S. Administrative Fee/Usage Reports

1. In accordance with ARS § 41-2633 the Department of Administration, State Procurement Office includes an Administrative Fee, in the majority of its Statewide contracts – multiple agency, multiple government, cooperative contracts. The Administrative Fee is used by the State to defray the additional costs associated with soliciting, awarding and administering statewide contracts.

   In addition to the State agencies, boards and commissions, statewide contracts are available to members of the State Purchasing Cooperative including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, and nonprofit organizations.

   The Administrative Fee is the responsibility of the contractor. Further, Statewide contracts maintain one set of pricing for all customers and not separate prices for State agency customers and State Purchasing Cooperative customers.

2. <u>Statewide Contracts Administrative Fee Amount:</u>

   Unless defined differently within the contract, the Statewide Contracts Administrative Fee shall be one percent (1.0%) of quarterly sales receipts under an active Statewide contract, transacted by only the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee

percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers.

3. Method of Assessment

   At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: https://spo.az.gov/state-purchasing-cooperative . At its option, the State may expand or narrow the applicability of this fee. The

4. Submission of Reports and Fees. Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at https://spo.az.gov/statewide-contracts-administrative-fee.

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

   - *State Fiscal Quarter 1 (Jul 1 - Sept 30): Due by Oct 30*
   - *State Fiscal Quarter 2 (Oct 1 - Dec 31): Due by Jan 30*
   - *State Fiscal Quarter 3 (Jan 1 - Mar 31): Due by Apr 30*
   - *State Fiscal Quarter 4 (Apr 1 - Jun 30): Due by Jul 30*

   4.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

   4.3 Administrative Fees shall be made out to the "State Procurement Office" and mailed to:

   Department of Administration

   Controller's Office

   ATTN: "Statewide Contracts Administrative Fee"

   100 N. 15th Avenue, Suite 202

   Phoenix, AZ 85007

   It is important that you indicate on the check stub or an attached document your ***contract number and the quarter for which you are paying****. If paying for multiple contracts or quarters, please break down the amount to show how it is to be applied*Department of Administration

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

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

7. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at https://spo.az.gov/ , select Vendor Resources.

T. Acceptance

Determination of the acceptability of services shall be made by the sole judgment of the State. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

U. Performance

Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Services will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this Contract. If the Services provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Services), The State and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed. The following requirements shall also apply:

1. Failure to Perform

   If Contractor fails to complete any deliverable, then Contractor shall:

   1.1 Promptly perform a root-cause analysis to identify the cause of such failure;

   1.2 Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;

   1.3 Provide the State with a report detailing the cause of, and procedure for correcting, such failure; and

   1.4 If appropriate under the circumstances, take action to avoid such failure in the future.

2. Root-Cause Analysis

   In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by the State under this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The State shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation, as deemed appropriate by the State, if the remediation steps impact State assets or operational processes.

V. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract.

W. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Officer for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action.

X. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Y. Indemnification

1. Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of 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. This indemnification will survive the termination of the above listed contract with the Contractor.

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

2. Insurance Requirements

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

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

3. Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

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

3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

3.4 Network Security (Cyber) and Privacy Liability

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

4. <u>Additional Insurance Requirements</u>

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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

4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

5. <u>Notice of Cancellation</u>

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6. <u>Acceptability of Insurers</u>

Contractor's insurance shall be placed with companies 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. 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.

7. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

7.1 All certificates and endorsements, as required by this written agreement, 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. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

7.2 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.

8. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

9. Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

10. Exceptions

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Z. Data Privacy and Security

Contractor shall treat all information obtained through performance of the contract, as confidential or sensitive information consistent with State and federal law and State Policy. Contractor or its agents shall not use any data obtained in the performance of the contract in any manner except as necessary for the proper discharge of its obligations and protection of its rights related to this agreement. Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that data in its or its agents' possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner in performance of the contract. This includes data contained in Contractor's records obtained from the State or others, necessary for contract performance. Contractor and its agents shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

AA. Data Privacy/Security Incident Management

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach

   Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach

   Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information for the State CIO, the CISO and key personnel.

BB. Security Requirements for Contractor Personnel

Each individual proposed to provide services through this contract agrees to security clearance and background check procedures, including fingerprinting, as defined by the Arizona Department of Administration in accordance with Arizona Revised Statutes §41-710. The results of the individual's background check procedures must meet all HIPAA and law enforcement requirements. Contractor is responsible for all costs to obtain security clearance for their consultants providing services through this contract. Contractor personnel, agents or sub-contractors that have administrative access to the State's networks may be subject to any additional security requirements of the State as may be required for the performance of the contract. The Contractor, its agents and sub-contractors shall provide documentation to the State confirming compliance with all such additional security requirements for performance of the contract. Additional security requirements include but are not limited to the following:

1. Identity and Address Verification – that verifies the individual is who he or she claims to be including verification of the candidate's present and previous addresses;

2. UNAX/confidentiality Training;

3. HIPAA Privacy and Security Training; and

4. Information Security Training.

CC. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statues (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

DD. Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-3531 and § 41-3532 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.

EE. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is:

(1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required; and

(2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

FF. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

GG. Addition of New Manufacturers

1. During the life of an awarded Contract a new Manufacturer may be added to provide a new product line if:
   - 1.1 The Manufacturer and the product line is not covered under another Contract/Contractor;
   - 1.2 The Contractor provides documentation that they are providing their Most-Favored Customer Pricing (highest discount off list price);
   - 1.3 Resellers providing the product line shall provide to the Procurement Officer proof of authorization from the Manufacturer that they are authorized to provide the product line.

HH. Catalog Updates

Throughout the life of the Contract it is understood that Manufacturer Catalogs will be periodically updated. Contractor shall submit updated catalogs to the State for approval prior to updating the online catalog. Catalog updates shall be accepted at the sole option of the State and approved via a Bilateral Contract Amendment.

Catalog Updates shall be submitted as follows:

1. Catalog updates shall not be submitted more frequently than quarterly.
2. Updates shall clearly identify items that are being:
   a. Added
   b. Discontinued
3. Pricing changes shall be identified and shall be in compliance with Section J, Price Adjustments, within the Special Terms and Conditions.
4. The State reserves the right to audit the catalog in its entirety or by specific line item to verify product applicably to the contract.

II. Statewide Sales Report

As requested throughout the life of the contract, the State may request a sales report delineating the acquisition activity within this Contract. The report shall include the following information and be made available within one weeks notice:

Customers Name
Purchase Order Number
Manufacturer
Product Description and Product # / SKU
Contract Category
Where delivered/Installed
Date of delivery or installation
Cost of Equipment/Service

The reports shall be formulated exclusively for the State of Arizona. The State reserves the right to request changes or add addition information to the report, including format.

JJ. Most-Favored Customer Pricing

Throughout the life of the contract, the Contractor shall always offer the State the most-favored customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.

UNIFORM TERMS AND CONDITIONS

1. Definition of Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contract Interpretation

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

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

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by

the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 Statement or Scope of Work;
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 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

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

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

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

4. Costs and Payments

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

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

4.3 Applicable Taxes.

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

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.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Custom Storage Inc. dba cStor

EXHIBIT B
Scope of Work

PROJECT

City will purchase hardware, software, and services on an as needed basis.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Custom Storage Inc. dba cStor

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

A quote will be provided with each order

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 $1,360,000.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Software, Hardware and Service to be purchases on an as needed basis per Master Purchasing Agreement.

File #: 17-033, **Version:** 1

AUTHORIZATION FOR THE EXPENDITURE OF FUNDS WITH SECURELINK, INC., A SOLE SOURCE PROVIDER, FOR SOFTWARE AND SERVICES

Staff Contact: Chuck Murphy, Chief Information Officer, Innovation and Technology

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to annually renew the software license with SecureLink software for a term commencing July 1, 2017 through June 30, 2022, in an amount not to exceed $66,000 for the five-year period. This includes the estimated annual renewal of $12,000, plus a 10% contingency for additional licenses, support, and fees. Under the terms of the subscription order, SecureLink will provide updates, support, and service to the software.

Background

SecureLink application gateway is a unique software application designed to centrally manage and control third-party access to City owned technology systems. Due to the proprietary software SecureLink provides, the software was purchased on 06/2/2015 utilizing the City's sole source procedure.

The SecureLink software has proven to be very effective in managing, monitoring and logging third party access to the City's infrastructure, and it enables the City to meet certain security requirements including those of the Payment Card Industry (PCI). Innovation and Technology (IT) continually evaluates the management software, recommends continued use of this product, and is requesting approval for up to five years of software maintenance which will provide technical assistance and product updates.

Analysis

The Materials Manager may procure and contract for supplies and services without competition when there has been a written determination that competition is not available and there is only one known source for the supply or service.

SecureLink is a unique, proprietary, software application developed to manage third-party vendor access to City systems. This application facilitates vendor access using multi-factor authentication, detailed logging, and forensic recording of all vendor actives while the system is being accessed. SecureLink significantly enhances the management and control of third-party vendors requiring access to City technology resources in the completion of ad-hoc and/or scheduled maintenance activities.

Community Benefit/Public Involvement

SecureLink provides our third party business partners with access to the City's computing infrastructure in a

streamlined, managed and secured environment. This access enhances service delivery by eliminating travel time and expense allowing many maintenance tasks to occur remotely with minimal disruption to City services.

Budget and Financial Impacts

The amount budgeted in the Information Technology Fund will not exceed $66,000 over five years. The annual renewal is estimated to be $12,000 per year, plus a 10% contingency for additional support and fees.

Cost	Fund-Department-Account
$12,000	**2591-18402-522700, Information Technology**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

SECURELINK

SUBSCRIPTION ORDER

Licensee: City of Glendale	**Effective Date:** Date signed below
Primary Contact: Val Gonzales	**Subscription Commencement Date:**
Primary Contact Phone:	**Subscription End Date:**
Payment Terms: Net 30	**Initial Subscription Term:** 1 Year from Subscription Commencement Date
Billing Cycle: Annual	

Software Subscription	Annual Fees
SecureLink Solution - $1,000 per month (up to 30 vendors)	$12,000
• Software License, Technical support and Upgrades • Subscription fees are payable annually in advance • Additional 5-vendor packs may be purchased for $125 per month • Excel Reports, delivered monthly • SSL certificate and installation	
Professional Services	**One-Time Fees**
• Virtual Server delivery, networking, and integration services • Administrative & role-based trainings • Dedicated Project and Technical Account Management resources • Built-In Desktop Sharing module • Vendor discovery, communication, setup, training and staffed support hotline	$18,500
Failover	**One-Time Fee**
• Additional virtual machine and configuration assistance	$1,500

All values quoted in USD.

Total Year One: $32,000

TERMS AND CONDITIONS

1. By signing this Subscription Order or submitting a purchase order or other ordering document to SecureLink pursuant to this Subscription Order, Licensee hereby orders from SecureLink, Inc. ("SecureLink") the Software Licenses and other goods or services described in this Subscription Order.
2. This Subscription Order and Licensee's use of the software described above is subject to the SecureLink Subscription Agreement at www.securelink.com/subscriptionagreement
3. Fees do not include any taxes, duties, or other governmental charges.

This Subscription Order, which incorporates by reference the SecureLink Subscription Agreement, is made and entered into by and between SecureLink and Licensee, effective as of the Effective Date specified above. If there is a conflict between this Subscription Order and a provision of the SecureLink Service Agreement, the terms in this Subscription Order will control.

Licensee	SecureLink, Inc.
By: [signature] Date: 6/2/15	By: [signature] Date: 6/2/15
Print Name: VAL GONZALES	Print Name: JOE DEVINE
Title: IT MANAGER	Title: PRESIDENT + COO
Billing Address: 6885 N. 57th Dr, Ste. 100 Glendale, AZ 85301	Address: 12600 Hill Country Blvd Bldg R, Suite 200 Bee Cave, TX 78738
Billing Contact: Claire Smith	Attention: Susana Gomez
Billing Phone Number: 623-930-2850	Phone Number: 512-637-8758
Billing E-Mail Address: crsmith@glendaleaz.com	E-Mail Address: susana@securelink.com

SecureLink, Inc. CONFIDENTIAL All rights reserved.

SERVICES AND SOFTWARE LICENSE AGREEMENT

PLEASE READ CAREFULLY: THIS SERVICES AND SOFTWARE LICENSE AGREEMENT (THIS **"AGREEMENT"**) IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU, the individual using the SERVICES OR SOFTWARE, as well as your employer if you are using the SERVICES OR SOFTWARE within the scope of your employment (**"CUSTOMER"**), AND SECURELINK, INC. (**"SECURELINK"**). USE OF THE SECURELINK SERVICES AND SOFTWARE, INCLUDING WITHOUT LIMITATION ALL ASSOCIATED DOCUMENTATION, IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY USING THE SERVICES, INSTALLING OR USING THE SOFTWARE, BREAKING THE SEAL ON ANY SOFTWARE MEDIA PACKAGE, OR OTHERWISE SIGNIFYING ACCEPTANCE OF THIS AGREEMENT, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT. If YOU ARE using the SERVICES OR SOFTWARE within the scope of your employment, then you represent that you are authorized to bind your employer to this Agreement.

All questions concerning this agreement should be directed to SecureLink, Inc., 11402 Bee Cave Road Austin, TX, 78738.

1. Background. SecureLink provides a software solution for remote computer access and support (the "**Software**"). This Agreement sets forth the terms pursuant to which SecureLink will license the Software to Company and provide other related services as set forth in this Agreement.

2. Software License.

2.1 Software License. Subject to the timely payment by Customer of all applicable fees, SecureLink hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, term-limited, non-transferable, non-sublicensable license to use and access the Software during the Term (defined below) solely (i) in connection with Customer's normal business operations, (ii) in accordance with the documentation provided with the Software (the "**Documentation**"), and (iii) subject to any limitations set forth in the quote or other documentation provided by SecureLink with the quote (the "**Quote**"). If the Quote does not specify that the Software will be provided on a hosted basis, then the license set forth above includes the right for Customer to install a reasonable number of copies of the Software solely at Customer's site as necessary to use the Software in accordance with the Documentation and this Agreement. If the Software is provided on a SecureLink server, then the Software may only be used on the server on which it is provided. Notwithstanding the foregoing, Customer may install the portion of the Software on Customer systems that enables Customer to remotely access its customers' systems, all of which as set forth more fully in the Documentation. Only employees or authorized independent contractors of Customer may use the Software; provided that: (i) all such use shall be solely for the benefit of Customer and in accordance with the terms and conditions of this Agreement, and (ii) any independent contractors of Customer shall have agreed in writing to be bound by the terms and conditions of this Agreement prior to using the Software. Customer shall remain fully liable for all acts and omissions of its employees and independent contractors, as if such acts and omissions had been committed by Customer itself.

2.2 Limitations. Except as otherwise authorized in writing by SecureLink, Customer may not (and may not permit any third party to): (i) decompile, reverse engineer, disassemble, print, copy, or display the Software or otherwise reduce the Software to a human perceivable form in whole or in part; (ii) decrypt, circumvent or disable any security or other technological features or measures of the Software; (iii) publish, release, rent, lease, loan, sell, distribute, or transfer the Software to another person or entity; (iv) frame or mirror any content forming part of the Software; (v) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party; (vi) reproduce the Software for the use or benefit of anyone other than Customer; (vii) alter, modify, adapt, translate, or create derivative works based upon the Software either in whole or in part; (viii) remove any copyright notice or other

proprietary rights notices that may appear in or on the Software or Documentation; or (ix) distribute any virus, trojan horse, or other malicious code via the Software. Customer will use the Software and Documentation in compliance with all applicable laws and regulations and refrain from any unethical conduct or any other conduct that tends to damage the reputation of SecureLink. However, where you have other rights under statute that make any portion of the foregoing contractual prohibition void, you agree to provide SecureLink with reasonably detailed information regarding any intended disassembly or de-compilation.

2.3 Reservation of Rights. The Software provided under this Agreement is licensed and not sold. SecureLink (and its licensors) retain all title, interest, and ownership rights in and to the Software and Documentation. SecureLink reserves all rights not expressly granted to Customer in this Agreement. If Customer provides any feedback to SecureLink concerning the functionality or performance of the Software (including identifying potential errors and improvements), then SecureLink may use the feedback without payment or restriction.

3. Services; Updates.

3.1 Services. SecureLink will provide Customer with the implementation, training, and support services identified in the Quote (collectively, the "**Support Services**").

3.2 Updates. SecureLink may update the Software from time to time. During the Term, SecureLink will provide Customer with all updates to the Software that it makes generally commercially available. Customer may decide whether to install updates to the Software unless SecureLink expressly notifies Customer that a particular update is mandatory. The term "Software" shall include all updates provided to Customer by SecureLink under this Section 3.2.

3.3 Additional Services. Customer may engage SecureLink from time to time in the future to provide additional services by entering into a Statement of Work signed by both parties that references this Agreement and sets forth the applicable fees and additional services to be provided (the "**Additional Services**"). All Statements of Work entered into in accordance with this Section 3.3 shall be subject to the terms of this Agreement. The Additional Services and Support Services are collectively referred to in this Agreement as the "**Services**."

4. Fees.

4.1 License Fees. Upon execution of this Agreement, Customer will pay SecureLink the license fees set forth in the Specifications for the Initial Term (as defined below). The fees for each Renewal Term (as defined below) will be calculated in accordance with the terms of the Quote and must be paid by Customer at least thirty days prior to the start of the Renewal Term. SecureLink may update the pricing for any Renewal Term by providing Customer written notice at least ninety days prior to the end of the then-current Term. Any extension in Customer's use of the Software (e.g., use by more than the specified number of users or vendors, if applicable) will require payment of additional fees in accordance with SecureLink's then-current terms and fees.

4.2 Service Fees. Customer will pay any service fees for services provided by SecureLink in accordance with the Quote and/or the applicable Statement of Work. Customer will reimburse SecureLink for any pre-approved, out-of-pocket expenses incurred by SecureLink in connection with performing any Services at Customer's site.

4.3 Payment of Fees. All fees and amounts set forth in this Agreement are exclusive of taxes. Customer shall be solely responsible for all sales, service, value-added, use, excise, consumption, and any other taxes, duties, and charges of any kind, if any, imposed by any federal, state, or local governmental entity on any amounts payable by Customer under this Agreement, other than any taxes with respect to SecureLink's income, revenues, gross receipts, personnel, real or personal property, or other assets. Customer shall pay interest on all amounts not paid when due, calculated daily and compounded monthly at the lesser of the rate of 1% per month or the highest rate permissible under applicable law. Customer shall also reimburse SecureLink for all reasonable costs incurred in collecting any amounts not paid when due, including any attorneys' fees.

5. Term and Termination.

5.1 Term. The initial term of this Agreement will begin on the Effective Date and continue for one calendar year (the "**Initial Term**"). This Agreement will automatically renew for subsequent one-year periods (each a "**Renewal Term**") unless either party gives the other party written notice of termination at least sixty

days prior to the end of the then-current Term. SecureLink may change the annual fee for future Renewal Terms by providing Customer with written notice of such change at least ninety days prior to the end of the then-current Term. The Initial Term together with all Renewal Terms are referred to in this Agreement as the "**Term**."

5.2 Termination. Either party may terminate this Agreement by written notice if the other party materially breaches this Agreement and fails to cure the breach within thirty days of receiving written notice specifying the breach in reasonable detail.

5.3 Survival. Sections 2.2, 2.3, 5.2, 5.3, 7.4, and 7.5 and Articles 4, 6, 8 and 9 shall survive any termination or expiration of this Agreement, regardless of the cause of termination.

6. Confidentiality.

6.1 Confidentiality. "**Confidential Information**" means any confidential or proprietary information of a party (the "**Discloser**") that is disclosed in any manner to the other party (the "**Recipient**") in connection with this Agreement and that at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary," (ii) is otherwise reasonably identifiable as the confidential or proprietary information of Discloser, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information. **"Confidential Information"** shall include the features and functionality of the Software and Documentation. Recipient shall hold Discloser's Confidential Information in strict confidence and will not disclose Discloser's Confidential Information to any third party without Discloser's prior written approval. Recipient shall use the same procedures to protect Discloser's Confidential Information as it uses to protect its own Confidential Information, but in any event no less than commercially reasonable procedures.

6.2 Exclusions. The restrictions under Section 6.1 above shall not apply to information that: (i) Recipient independently develops without use of Discloser's Confidential Information; (ii) was, at the time of disclosure, already known to Recipient without restriction on use or disclosure and was not obtained from Discloser; (iii) is lawfully disclosed to Recipient by a third party who is not required to maintain its confidentiality; or (iv) is approved for release by Discloser.

6.3 Ownership of Confidential Information. The Confidential Information of Discloser is and will remain the property of Discloser. Nothing in this Agreement grants or confers any rights to Recipient by license or otherwise in Discloser's Confidential Information, except as expressly provided in this Agreement.

6.4 Remedies Upon Breach. Recipient agrees that in the event of a breach or threatened breach of this Agreement, Discloser may have no adequate remedy in money damages and, accordingly, will be entitled to seek an injunction against such breach, in addition to any other legal or equitable remedies available to Discloser.

6.5 Legally Required Disclosure. If Recipient is legally required to disclose any of Discloser's Confidential Information, then it may do so provided that Recipient (i) provides prompt written notice to Discloser (to the extent permitted by law), (ii) provides all reasonably requested assistance to Discloser in attempting to limit the scope of the disclosure, and (iii) only discloses Discloser's Confidential Information to the extent actually required by law.

6.6 Press Releases and Public Announcements. SecureLink will have the right to include Licensee's name on marketing materials that SecureLink may prepare or distribute.

7. Warranties and Disclaimers.

7.1 Customer Representations and Warranties. Customer represents and warrants that: (i) it has the legal power to enter into this Agreement; and (ii) this Agreement will constitute the legal, valid, and binding obligation of Customer, enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

7.2 Software Warranty. SecureLink represents and warrants that the Software will operate in accordance with the Documentation in all material respects. **CUSTOMER'S EXCLUSIVE REMEDY, AND SECURELINK'S ENTIRE LIABILITY, FOR ANY BREACH OF THIS SECTION 7.2 IS LIMITED TO, AT SECURELINK'S OPTION, REPAIR OR REPLACEMENT OF THE SOFTWARE (OR DEFECTIVE PORTION OF THE SOFTWARE), OR REFUNDING THE FEES PAID TO SECURELINK FOR THE DEFICIENT SOFTWARE, IN WHICH CASE, CUSTOMER**

SHALL IMMEDIATELY RETURN AND CEASE USE OF ALL COPIES OF THE SOFTWARE AND DOCUMENTATION.

7.3 Service Warranty. SecureLink represents and warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. **CUSTOMER'S EXCLUSIVE REMEDY, AND SECURELINK'S ENTIRE LIABILITY, FOR ANY BREACH OF THIS SECTION 7.3, OR ANY CLAIM BASED ON THE FAILURE OR UNAVAILABILITY OF THE SERVICES, IS LIMITED TO RE-PERFORMANCE OF THE SERVICES OR, AT SECURELINK'S OPTION, REFUNDING THE FEES PAID TO SECURELINK FOR THE DEFICIENT SERVICES.**

7.4 DISCLAIMERS. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SECURELINK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, SECURELINK DOES NOT WARRANT (I) THAT THE SOFTWARE, DOCUMENTATION, OR THE SERVICES WILL BE free from any interruptions, delays, inaccuracies, server down-time, errors, or omissions OR (II) THE PERFORMANCE OR RESULTS CUSTOMER MAY OBTAIN BY RECEIVING THE SERVICES OR USING THE SOFTWARE OR DOCUMENTATION. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF THE SOFTWARE, DOCUMENTATION, OR ANY SERVICES, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY SECURELINK.

7.5 Customer Data. Without limiting the generality of the foregoing, Customer shall be solely responsible for maintaining all appropriate backups of its files and data. SecureLink will not be responsible for any corruption, deletion, destruction or loss of any such Customer files or data. Customer agrees that SecureLink may, in its sole

discretion, delete any Customer data maintained by SecureLink in accordance with SecureLink's internal guidelines.

8. LIMITATIONS OF LIABILITY.

8.1 LIMITATION OF LIABILITY. IN NO EVENT SHALL SECURELINK'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AGGREGATE SUMS PAID BY CUSTOMER TO SECURELINK HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL SECURELINK BE LIABILE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, LOSS OF DATA, OR LOST PROFITS DAMAGES (INCLUDING ANY LOST REVENUE, LOST PROFITS, LOST SAVINGS, LOST BUSINESS, LOSS OF USE, OR LOSS OF GOODWILL) OF ANY KIND HOWEVER ARISING, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT SECURELINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT ARE FUNDAMENTAL PARTS OF THE BASIS OF SECURELINK'S BARGAIN HEREUNDER, AND CUSTOMER ACKNOWLEDGES THAT SUCH PROVISIONS REPRESENT A REASPONABLE ALLOCATION OF RISK.

8.2 Jurisdictions Preventing Limitation or Exclusion of Warranty or Liability. Since some states do not allow certain limitations or exclusions of warranties or liability, some or all of the limitations and exclusions set forth in Sections 7.4 and 8.1 above may be held unenforceable as applied to Customer. In such cases, SecureLink's liability shall be limited to the greatest extent permitted under applicable law.

9. General Provisions.

9.1 Relationship of the Parties; Third Party Beneficiaries. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment

relationship between the parties. There are no third-party beneficiaries to this Agreement.

9.2 Force Majeure. Neither party is responsible for delays or failures to perform its responsibilities under this Agreement (other than payment of money due) due to causes beyond its reasonable control, including: acts of God; acts of government; flood; fire; earthquakes; tornadoes; civil unrest; acts of terror; strikes or other labor problems; computer, telecommunications, internet service provider, or hosting facility failures or delays involving hardware, software, or power systems; denial of service attacks; or power failures.

9.3 Customer Trademarks. Customer agrees that SecureLink can list Customer on SecureLink's website as a customer of SecureLink and hereby grants SecureLink a limited, non-exclusive license to copy and display Customer's logo or trademark on SecureLink's website in connection with its customer list. SecureLink will provide samples of use upon request and will modify the use as reasonably requested by Customer.

9.4 Notices. Any notices or other communications required to be given in writing under this Agreement will be effective when received by email by the designated contact of either party, or upon personal or courier delivery, or three days after deposit into the U.S. mail (certified mail, return receipt requested), addressed to the party at the address set forth above, or at another address as a party may indicate by written notice to the other party.

9.5 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided are in addition to, and not exclusive of, any other remedies available at law or in equity.

9.6 Invalidity. If any provision of this Agreement is determined to be illegal or unenforceable, then the provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in a manner that complies with applicable law. The remainder of this Agreement, if capable of substantial performance, will remain in full force and effect.

9.7 Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, SecureLink may assign this Agreement in its entirety, without the consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of SecureLink's assets. Any attempt by a party to affect an assignment in breach of this Section 9.7 shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

9.8 Governing Law; Venue. This Agreement, and all claims arising out of or relating to its subject matter, shall be exclusively governed by and construed under the internal laws of the State of Texas, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. Any action, suit, or other legal proceeding that is commenced to resolve any matter arising under or relating to this Agreement shall be commenced only in the state and federal courts located in Travis County, Texas. Customer consents to the personal jurisdiction of such courts and hereby waives any objection to venue of such courts.

9.9 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, check, or other business form that Customer may use in connection with the acquisition or licensing of the Service or Software will have any effect on the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of SecureLink to object to such terms, provisions, or conditions. To the extent there is any conflict between this Agreement and a Statement of Work this Agreement shall control unless the Statement of Work or Exhibit expressly states otherwise by setting forth the provisions of this Agreement that are superceded. As used in this Agreement, the terms "including," "include," and "includes" are not limiting and shall be deemed to be followed by the phrase "without limitation." Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this Agreement. No modification, amendment, or

waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto.

9.10 Export. This Agreement is expressly made subject to all applicable export or import laws, regulations, orders, or other restrictions. Notwithstanding anything contained in this Agreement to the contrary, Customer shall not export or import, directly or indirectly, the Software or information pertaining thereto to or from any country to which such export or import is restricted or prohibited or as to which such government or any agency thereof requires a license or other governmental approval at the time of export or import without first obtaining such license or approval. Furthermore, Customer agrees to cooperate as requested by SecureLink to ensure compliance with any such export or import restrictions. Customer agrees to hold harmless and defend, at SecureLink's option, SecureLink from any third party claim against SecureLink arising from Customer's failure to comply with this Section 9.10.

9.11 Governmental Use. If Customer is a branch or agency of the United States Government or a contractor thereto, then the following provision applies. The Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policies set forth in 48 C.F.R. 12.212; or (ii) for acquisition on behalf of the Department of Defense consistent with the policies set for the in 48 C.F.R. 227.7202-1 (Aug. 1995) and 227.7202-3 (Aug. 1995).

CONTACT
SALES

Name

Email

Company Nam

Phone

File #: 17-044, **Version:** 1

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

Purpose and Recommended Action

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

Background

As the City seeks out ways to more innovatively provide city services, jobs must adapt to address those changes. Department Directors work closely with the Human Resources and Risk Management Department to conduct job studies and make these changes when necessary. At times this may require a change in job duties and/or responsibilities that places the job in a different job classification. When this occurs, a reclassification of the job is necessary. Reclassifications, while permitted under Human Resources Policy 301, do create a change to Schedule 9 of the Fiscal Year (FY) 2016-17 Budget. Human Resources Policy 301.II.A.4 states the following with regard to position reclassifications:

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

a. When a filled position is reclassified to a class in a higher pay range, the employee occupying the position may receive a salary adjustment for the reclassification as determined by Human Resources. If the employee's current salary is less than the minimum of the new range the employee will be placed at the minimum of the new range.

b. If, at the time of the reclassification, an employee is receiving temporary assignment pay for performing additional duties that fall within the scope of the new classification, the employee's base salary will be adjusted accordingly but shall not exceed the maximum of the new grade and the temporary assignment pay shall cease.

c. If a filled position is reclassified or reevaluated and assigned a lower pay range, the employee's pay will not be reduced. However, if the employee's current salary is above the maximum of the new pay range, the employee will not be eligible for any additional increase in salary until the pay range maximum is once again higher than the actual salary.

It is prudent to continually assess the current structure and opportunities for realignment to better prepare the city for the future.

The Public Works department has requested that a vacant Account Specialist position be reclassified to a Contract Monitor. The position has been vacant since May 2015. The Field Operations division of Public Works currently oversees 339 contracts (including custodial services, HVAC, etc.) as part of their service delivery model. The Contract Monitor position would be responsible for oversight of these contracts, allowing for better planning, quality assurance and more efficient and effective oversight of these numerous contracts.

The Police Department would like to reclassify a Management Assistant position to a Management Analyst. The position previously reported to an Assistant Police Chief, but now reports to and supports the Police Chief. It is responsible for contract monitoring, preparation and review of various agreements, high level research and analysis for the Police Department and Chief and coordination with the City Attorney's office on resolutions and ordinances (with very little direct supervision from the Chief).

Analysis

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

Previous Related Council Action

On June 14, 2016, Council approved the FY 2016-17 Budget which includes a listing of all approved positions in Schedule 9 of the Budget Book.

Council approved position reclassifications at the September 13, 2016 Council meeting.

Council approved position reclassifications at the September 27, 2016 Council meeting.

Council approved position reclassifications at the October 25, 2016 Council meeting.

Council approved position reclassifications at the November 22, 2016 Council meeting.

Council approved position reclassifications at the December 20, 2016 Council meeting.

Community Benefit/Public Involvement

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

Budget and Financial Impacts

Based on salary savings, there is no budget impact this fiscal year. However, there will be an estimated budget impact of $19,848 for next fiscal year which will be brought forward in the budget process.

Positions Recommended for Reclassification
February 14, 2017

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Budgetary Impact for Remainder of FY	Estimated Budgetary Impact FY 17-18 (Based on Midpoint of Salary Range)
563	Public Works	2440	Landfill	Account Specialist	Contract Monitor	Realign to better meet department needs	2/18/2017	$0.00	$15,684
2387	Police	1000	General	Management Assistant	Management Analyst	Realign to better meet department needs	2/18/2017	$1,601.00	$4,164

Positions Recommended for Reclassification
FY16-17 YTD

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Budgetary Impact for Remainder of FY	Estimated Budgetary Impact FY 17-18 (Based on Midpoint of Salary Range)
1191	Budget & Finance	1000	General	Customer Service Rep	Licensing Specialist	Department realignment	9/17/2016	$0.00	$9,015
165	Public Works	1000	General	Administrative Sppt Coord	Supervisor, Engineering Support	Department realignment	9/17/2016	$2,266.20	$8,415
910	Fire	1000	General	Fire Inspector, Sr.	Fire Inspector	Department realignment	9/17/2016	$0.00	-$14,049
2376	Police	1000	General	Account Specialist	Supervisor, Support Services	Department realignment	9/17/2016	$0.00	$15,684
1638	Police	1000	General	Police Community Srvcs Officer	Police Forensics Specialist	Department realignment	9/17/2016	$0.00	$9,467
253	Intergovernmental Programs	1000	General	Executive Assistant	Council Asst	Department realignment	9/17/2016	$10,661.64	$19,715
106	Intergovernmental Programs	1000	General	Council Asst	Intergovernmental Coordinator	Department realignment	9/17/2016	$7,146.71	$3,407
820	Intergovernmental Programs	1000	General	Administrative Sppt Specialist	Executive Assistant	Department realignment	9/17/2016	$0.00	$2,305
2470	City Attorney	1000	General	Records Coordinator	Legal Assistant	Department realignment	9/17/2016	$0.00	$12,905
1188	Community Services	1000	General	Neighborhood Srvcs Coord	Neighborhood Services Program Manager	Department realignment	9/17/2016	$0.00	$0
479	Public Faciliities, Recreation & Special Events	1000	General	Community Svcs Program Manager	Public Facilities, Recreation & Special Events Program Manager	Department realignment	9/17/2016	$0.00	$0
1770	Public Faciliities, Recreation & Special Events	1000	General	Admin, Community Services	Administrator, Civic Center	Department realignment	9/17/2016	$0.00	$0

Positions Recommended for Reclassification
FY16-17 YTD

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Budgetary Impact for Remainder of FY	Estimated Budgetary Impact FY 17-18 (Based on Midpoint of Salary Range)
1017	Public Faciliities, Recreation & Special Events	1000	General	Park Ranger	Park Ranger Supervisor	Department realignment	9/17/2016	$0.00	$21,965
649	Public Facilities, Recreation & Special Events	1000	General	Administrator, Community Services	Administrator, Recreation	Department realignment	10/1/2016	$0.00	$0
2161	Public Facilities, Recreation & Special Events	1000	General	Assistant Director, Community Services	Assistant Director, Public Facilities, Recreation & Special Events	Department realignment	10/1/2016	$0.00	-$5,827
1974	Economic Development	1000	General	Assistant Director, Economic Development	Economic Development Officer	Department realignment	10/1/2016	$0.00	$0
1471	City Court	1000	General	Judicial Projects Coordinator	Deputy Court Administrator	Department realignment	10/1/2016	$0.00	$11,279
1295	Public Affairs	1000	General	Marketing & Comm Prgm Mgr, Sr	Public Information Program Manager	Department reorganization	10/29/2016	$0.00	$0
701	Public Affairs	1000	General	Asst Director, Communications	Administrator, Cable Communications	Department reorganization	10/29/2016	$0.00	-$17,001
2052	Public Affairs	1000	General	Admin, Intergovernment Program	Assistant Director, Intergovernment Program	Department reorganization	10/29/2016	$6,984.72	$8,916
888	Development Services	1000	General	Administrator, Code Compliance	Code Compliance Official	Department realignment	10/29/2016	$0.00	$0
2063	Development Services	1000	General	Supervisor, Code Compliance	Administrator, Code Compliance	Department realignment	10/29/2016	$0.00	$3,407
587	Development Services	1000	General	Supervisor, Code Compliance	Administrator, Code Compliance	Department realignment	10/29/2016	$0.00	$3,407

Positions Recommended for Reclassification
FY16-17 YTD

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Budgetary Impact for Remainder of FY	Estimated Budgetary Impact FY 17-18 (Based on Midpoint of Salary Range)
2340	Fire	1000	General	Crisis Response Vol. Coordinator	Crisis Intervention Specialist	Title Change	11/26/2016	$0.00	$0
2464	Budget & Finance	1000	General	Contracts Program Manager	Supervisor, Licensing & Tax	Realign to better meet department needs	11/26/2016	$0.00	-$14,686
2387	Police	1000	General	Management Assistant	Management Analyst	Realign to better meet department needs	2/18/2017	$1,601.00	$4,164
563	Public Works	2440	Landfill	Account Specialist	Contract Monitor	Realign to better meet department needs	2/18/2017	$0.00	$15,684
Estimated Budgetary Impacts for General Fund								$28,660.27	$82,488
816	Water Services	2360	Water and Sewer	Customer Service Rep	Deputy Director, Water Services	Realign to better meet department needs	11/26/2016	$0.00	$74,714
1301	Water Services	2360	Water and Sewer	Customer Service Rep	Water Services Plant Operator	Realign to better meet department needs	12/24/2016	$0.00	$9,015
Estimated Budgetary Impacts for Water and Sewer Fund								$0.00	$83,729
940	Water Services	2400	Water Services	Water Services System Technician	Supervisor, Water Services	Department realignment	9/17/2016	$0.00	$33,294
1634	Water Services	2400	Water Services	PC Operator	Supervisor, Water Services	Department realignment	10/1/2016	$0.00	$35,286
Estimated Budgetary Impacts for Water Fund								$0.00	$68,580

Positions Recommended for Reclassification
FY16-17 YTD

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Budgetary Impact for Remainder of FY	Estimated Budgetary Impact FY 17-18 (Based on Midpoint of Salary Range)
1631	Public Works	2440	Landfill	Equip Mechanic Specialist, Sr	Principal Engineer	Realign to better meet department needs	11/26/2016	$0.00	$34,078
563	Public Works	2440	Landfill	Account Specialist	Contract Monitor	Realign to better meet department needs	2/18/2017	$0.00	$15,684
Estimated Budgetary Impacts for Landfill Fund								$0.00	$49,762
169	Public Works	2480	Sanitation	Equip Operator (Sold Wst Mgt)	Solid Waste Routing Specialist	Department realignment	9/17/2016	$0.00	$9,939
Estimated Budgetary Impacts for Sanitation Fund								$0.00	$9,939
2462	Public Works	2590	Fleet Services	Administrative Support Specialist	Cell Site Program Coordinator	Department realignment	9/17/2016	$0.00	$12,741
2469	Public Works	2590	Fleet Services	Equipment Mechanic	Equipment Mechanic Specialist	Realign to better meet department needs	12/24/2016	$0.00	$12,137
Estimated Budgetary Impacts for Fleet Services Fund								$0.00	$24,878
TBD	Water Services	TBD	TBD	TBD	Supervisor, Enterprise Asset Management	Realign to better meet department needs	12/24/2016	$0.00	TBD

Positions Recommended for Reclassification
FY16-17 YTD

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Budgetary Impact for Remainder of FY	Estimated Budgetary Impact FY 17-18 (Based on Midpoint of Salary Range)
Total Estimated Budgetary Impacts For All Funds								$28,660.27	$319,376

File #: 17-040, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH G & G SPECIALITY CONTRACTORS INCORPORATED FOR PARK AND FACILITY ACCESSIBILITY IMPROVEMENTS

Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special Events

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into a Construction Agreement with G & G Specialty Contractors Inc., in the amount of $163,036.78 for the renovation of park and playground amenities, facility entry points, adjust signage height, improve walkway slopes, and perform height adjustments of various facility amenities to comply with the Americans with Disabilities Act (ADA).

Background

In September 2010, the Department of Justice (DOJ), published new national, ADA design standards that require all jurisdictions with parks and recreation facilities to comply. The regulations call for enforceable accessibility standards known as the "2010 ADA Standards for Accessible Design". By issuing this ruling, the DOJ required each jurisdiction with parks and recreation facilities to conduct an audit and develop an action plan for compliance with the new rule, which took effect on March 15, 2012. The ruling affected more than 80,000 departments of state and local government and their respective parks and recreation facilities.

As a result of these new federal requirements, Council authorized a comprehensive accessibility audit of the City's 91 parks and city facilities. The audit was conducted by Recreation Accessibility Consultants, LLC, and the firm analyzed all playgrounds, sports fields, tennis courts, swimming pools, golf courses and other recreation facilities. After review in November 2013 by the Parks and Recreation Commission and the Commission on Persons with Disabilities, a detailed and specific department plan of action was established to phase-in compliance with the new rule, as permitted by resources.

In October 2015, the Parks and Recreation Division applied Fiscal Year (FY) 16-17 Community Development Block Grant to make various ADA improvements currently at El Barrio, Myrtle, Northern Horizon, and Clavelito parks; the Rose Lane Community Center; and the O'Neil Park Recreation Center. Specific examples of work to be completed at these sites would include adjusting of various signage heights, walkway slope adjustments, apply new parking lot ADA symbols, removal and replace hand dyers, new pavement, relocation of restroom fixtures, etc.

In March 2016, this request was recommended for funding by the Community Development Advisory Committee (CDAC) and in April 2016, approved by the City Council as part of the City's "Annual Action Plan" for the use of CDBG funds.

Analysis

The ADA audit in 2013 assessed over 50,000 items identified throughout the parks system that are regulated by the "2010 ADA Standards for Accessible Design". Of these, approximately 900 items were identified as being in need of compliance as resources become available. Since, staff has been able to complete 135 of them through a combination of existing division operating funds, staff expertise, and previous CDBG grants. With the approval of this contract, an additional 51 compliance projects are planned and will be underway. As indicated, the balance of the remaining projects will continue to be addressed as additional resources are available.

Community Benefit/Public Involvement

The Parks and Recreation Advisory Commission and/or Commission on Persons with Disabilities have been briefed multiple times of the status of the ADA action plan and the intent is to continue annual briefings until such time the all ADA items have been addressed. The CDBG funding request was reviewed and recommended for approval by the Community Development Advisory Committee at meetings in January and March, 2016; and subsequently approved by City Council as part of the FY 16-17 "Annual Action Plan" in April 2016.

Budget and Financial Impacts

Funds are available in the FY 16-17 CDBG project awards budget. Expenditures are not to exceed $163,036.78.

Cost	Fund-Department-Account
$163,036.78	**1320-31096-518200, PF-COG Parks & Rec-ADA Improv.**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and G & G Specialty Contractors, Inc., an Arizona corporation ("Contractor") as of the _____ day of _____, 20__.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the Notice to Contractors and the attached Exhibit A ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

(A) Notice to Contractors;
(B) Information for Bidders;
(C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
(D) Proposal;
(E) Bid Bond;
(F) Payment Bond;
(G) Performance Bond;
(H) Certificate of Insurance;
(I) Appendix; and
(J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

(A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within sixty (60) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. Contractor's Work.

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

3.2 Licensing. Contractor warrants that:

(A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

(B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legal1y excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

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

Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

3.4 Coordination; Interaction.

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper

execution of the Project.

3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $163,036.78, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 **Applications.**

(A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

(B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 **Payment.**

(A) After a full and complete Payment Application is received, City will process and remit payment within thirty (30) days.

(B) Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

(A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

(B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

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

(A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven (7) days after receipt of written notice specifying the breach.

(A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

(B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

(A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, “Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate.

(2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

(C) Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

(D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

(E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

(F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

(G) Certificates of Insurance.

(1) Within ten (10) business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.

(H) Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

(I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

(A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

(B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

(C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

(A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

(B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

(C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

9. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

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

11. Notices.

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

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

(C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

(D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

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

G & G Specialty Contractors, Inc.
Attn: Charles Goodballet
1221 North Mondel Drive
Gilbert, Arizona 85233

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

City of Glendale
Attn: Kelly Hargadin
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

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

(C) Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

(A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

(C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

(A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

(B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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

Exhibit A	Project
Exhibit B	Compensation

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

City of Glendale,
an Arizona municipal corporation

_____
By: Kevin R. Phelps
Its: City Manager

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

G & G Specialty Contractors, Inc.,
an Arizona corporation

_____
By: Charles E. Goodballet
Its: President

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

Renovations include playground and park amenity adjustments, building entry points, lower signage height, walkways slope adjustments, height adjustments of various building features and amenities.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $163,036.78.

DETAILED PROJECT COMPENSATION

Base Bid	$131,279.18
Bid Alternate	$ 31,757.60
Total	$163,036.78

Attachments: ADA Assessment Summary

- Bid Tab Results for Contract #151608
- Specific Project Listing for Contract #151608
- Summary of Completed and/or ADA Projects Underway for Parks System

BID TABULATION

PROJECT# 151608 - CDBG ADA PARKS FACILITY IMPROVEMENTS (RE-BID)

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: NOVEMBER 22, 2016 - 2 P.M.

	CONTRACTOR	BID BOND/CHECK	ACKNOWLEDGE ADDENDA 1 & 2	TOTAL BASE BID	TOTAL BID ALTERNATE
1	G & G SPECIALITY CONTRACTORS, INC.	BB	YES	*$131,279.18*	*$31,757.60*
2					
3					
4					
5					
6					
7					
8					
9					
10					

(Revised 11-15-16)

CDBG ADA PARKS FACILITY IMPROVMENTS

CITY OF GLENDALE PROJECT NO. 151608

BID SCHEDULE - BASE BID

PART B: CIVIL CONSTRUCTION				G & G SPECIALTY	
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**TOTAL COST**
1	Mobilization/Demobilization (All Sites)	1	LS	$19,924.00	$19,924.00
	El Barrio Park – *(See Planset Detail A)*				
2	Sawcut and Remove Concrete Sidewalk	8	SF	$72.25	$578.00
3	Install Detectable Warning Strip	8	SF	$36.125	$289.00
	El Barrio Park – *(See Planset Detail B)*				
4	Sawcut and Remove Concrete Sidewalk	57	SF	$14.46	824.00
5	Construct Concrete Sidewalk	62	SF	$14.45	$895.96
6	Install Detectable Warning Strip	8	SF	$36.13	$289.00
	Myrtle Park – *(See Planset Detail A)*				
7	Sawcut and Remove Concrete Sidewalk	8	SF	$72.25	$578.00
8	Install Detectable Warning Strip	8	SF	$36.13	$289.00
	14.455				
9	Sawcut and Remove Concrete Sidewalk	215	SF	$14.46	$3,107.83
10	Construct Concrete Sidewalk	215	SF	$14.46	$3,107.83
	Northern Horizon Park – (*See Planset Detail A)*				
11	Sawcut and Remove Concrete Sidewalk	24	SF	$72.29	$1,734.96
12	Install Detectable Warning Strip	24	SF	$36.13	$867.00
13	New 4” Yellow Paint Strips	280	LF	$5.16	$1,445.92
14	New ADA Symbol	4	EA	$113.00	$452.00
	Rose Lane Community Center – *(See Planset Detail A)*				
15	Sawcut and Remove Asphalt Pavement	18	SY	$54.22	$975.96
16	Sawcut and Remove Concrete Sidewalk	279	SF	$14.46	$4,033.78

17	Construct Concrete Sidewalk	273	SF	$14.46	$3,946.76
18	New Pavement	18	SY	$106.23	$1,912.09
19	Install Detectable Warning Strip	16	SF	$36.13	$578.00
20	New 4" Yellow Paint Strips	8	LF	$22.63	$181.00
	Rose Lane Community Center – *(See Planset Detail B)*				
21	Sawcut and Remove Concrete Sidewalk	24	SF	$72.29	$1,734.96
22	Install Detectable Warning Strip	24	SF	$36.13	$867.00
PART C: ARCHITECTURAL CONSTRUCTION					
	O'NEIL RECREATION CENTER				
	DEMOLITION				
23	REMOVE EXISTING MILLWORK	1	LS	$334.00	$334.00
24	SALVAGE EXISTING STOVE AND SINK	2	EA	$108.00	$216.00
25	REMOVE TOILET PARTITIONS	5	EA	$60.20	$301.00
26	REMOVE EXISTING HAND DRYER	2	LS	$37.50	$75.00
27	REMOVE EXISTING DOOR	2	EA	$231.50	$463.00
	PLUMBING				
28	REMOUNT EXISTING KITCHEN SINK	1	LS	$544.00	$544.00
29	RELOCATE EXISTING & URINAL TOILET WATER AND SEWER CONNECTIONS	6	EA	$1,837.83	$11,027.00
30	RESET SALVAGED TOILET & URINAL	6	EA	$473.83	$2,843.00
	TOILET ACCESSORIES				
31	NEW GRAB BARS	4	EA	$115.50	$462.00
32	REMOVE AND RESET SEAT COVER DISPENSER	2	EA	$90.50	$181.00
33	NEW TOILET PARTITIONS	5	EA	$718.00	$3,590.00
34	NEW HAND DRYER	2	EA	$606.00	$1,212.00
	ELECTRICAL				
35	RELOCATE EXISTING OUTLET	2	LS	$286.50	$573.00
	CERAMIC TILE REPAIRS				

36	CERAMIC TILE REPAIRS FROM OWNER STOCK	2	RR	$1,566.50	$3,133.00
	MILLWORK				
37	NEW KITCHEN MILLWORK	14	LF	$287.07	$4,018.98
38	NEW KITCHEN TOP	28	SF	$54.18	$1,517.04
	DRYWALL				
39	DRYWALL REPAIRS	2	LS	$734.00	$1,468.00
	PAINTING				
40	PAINT WALL WHERE CABINET REMOVED	1	LS	$755.00	$755.00
	FLOORING				
41	NEW VCT	20	SF	$23.85	$477.00
	APPLIANCES				
42	STOVE	1	EA	$1,186.00	$1,186.00
	DOORS & HARDWARE				
43	NEW DOOR	2	EA	$1,625.00	$3,250.00
44	NEW ADA HARDWARE	2	LS	$1,315.50	$2,631.00
45	INSTALL DOOR & HARDWARE	2	EA	$795.00	$1,590.00
	ROSE LANE COMMUNITY CENTER				
	DEMOLITION				
46	REMOVE EXISTING MILLWORK	1	LS	$301.00	$301.00
47	SALVAGE EXISTING STOVE AND SINK	2	EA	$75.50	$151.00
48	REMOVE TOILET PARTITIONS	4	EA	$75.25	$301.00
49	REMOVE EXISTING HAND DRYER	4	LS	$37.25	$149.00
	PLUMBING				
50	REMOUNT EXISTING KITCHEN SINK	1	LS	$544.00	$544.00
51	RELOCATE EXISTING & URINAL TOILET WATER AND SEWER CONNECTIONS	6	EA	$1,002.00	$6,012.00
52	RESET SALVAGED TOILET & URINAL	6	EA	$486.00	$2,916.00

	TOILET ACCESSORIES				
53	NEW GRAB BARS	4	EA	$115.50	$462.00
54	REMOVE AND RESET SEAT COVER DISPENSER	2	EA	$90.50	$181.00
55	NEW TOILET PARTITIONS	4	EA	$741.00	$2,964.00
56	NEW HAND DRYER	4	EA	$604.50	$2,418.00
	ELECTRICAL				
57	RELOCATE EXISTING OUTLET	4	LS	$286.25	$1,145.00
	CERAMIC TILE REPAIRS				
58	CERAMIC TILE REPAIRS FROM OWNER STOCK	2	RR	$662.50	$1,325.00
	MILLWORK				
59	NEW KITCHEN MILLWORK	12	LF	$320.67	$3,848.04
60	NEW KITCHEN TOP	24	SF	$53.42	$1,282.08
	PAINTING				
61	PAINT WALL WHERE CABINET REMOVED	1	LS	$755.00	$755.00
	FLOORING				
62	NEW VCT	8	SF	$34.88	$279.00
	APPLIANCES				
63	STOVE	1	EA	$987.00	$987.00
64	Owner's Allowance for Construction Contingency	1	LS	$14,800.00	$14,800.00
				Base Bid Total	**$131,279.18**

BID SCHEDULE - BID ALTERNATE

CIVIL CONSTRUCTION

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID
	Cavelito Park - *(See Planset Detail A)*				
1	Sawcut and Remove Curb & Gutter	92	LF	$24.10	$2,216.92
2	Sawcut and Remove Valley Gutter/Apron	5	SF	$120.40	$602.00
3	Sawcut and Remove Concrete Sidewalk	347	SF	$12.05	$4,180.66
4	Sawcut and Remove Asphalt Pavement	44	SY	$54.23	$2,385.99
5	Construct Concrete Sidewalk	386	SF	$12.83	$4,952.38
6	Construct Valley Gutter/Apron	19	SF	$133.16	$2,529.98
7	Construct Curb & Gutter	92	LF	$26.72	$2,457.96
8	New Pavement	44	SY	$92.59	$4,073.96
9	New 4" White Paint Strips	92	LF	$3.27	$300.93
10	Install Detectable Warning Strip	20	SF	$36.15	$723.00
	Clavelito Park – *(See Planset Detail B)*				
11	Sawcut and Remove Curb & Gutter	15	LF	$24.07	$360.99
12	Sawcut and Remove Concrete Sidewalk	95	SF	$12.05	$1,144.94
13	Sawcut and Remove Asphalt Pavement	44	SY	$54.23	$2,385.99
14	Construct Concrete Sidewalk	109	SF	$12.05	$1,312.91
15	Construct Curb & Gutter	15	LF	$24.07	$360.99
16	New Pavement	7	SY	$201.00	$1,407.00
17	Install Detectable Warning Strip	10	SF	$36.10	$361.00
				Bid Alternate Total	**$31,757.60**

Status	Cite	Current ADA Projects Completed and/or Underway	Cost Estimate Per Study	Site
Completed	1.2.3	*Correct or fill* gaps along AR	$450.00	Arrowhead Lakes Park
Completed	1.2.1	*Establish protocols* for regular and frequent inspection and maintenance of surface of AR	$0.00	Bicentennial Park
Completed	1.1.2	*Acquire* and mount correct fine sign for all stalls	$300.00	Bonsall South Park
Completed	1.1.4	*Add one van parking sign* to one existing 11' and 5' or 8' and 8' accessible stall	$150.00	Bonsall South Park
Completed	1.1.3	*Raise* existing accessible parking signs so lowest end of bottom sign is min 60" aff	$0.00	Bonsall South Park
Completed	1.1.4	*Acquire* and mount correct fine sign for all stalls	$150.00	Chapparal Park
Completed	1.1.1	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Chapparal Park
Completed	1.2.3	*Correct or fill* .75" gap along AR	$150.00	Chapparal Park
Completed	1.1.5	*Mount signage* at curb ramp preventing cars from parking and blocking access	$0.00	Chapparal Park
Completed	1.1.3	*Resurface* stalls and access aisles to eliminate gaps and cracks	$500.00	Chapparal Park
Completed	1.1.4	*Acquire* and mount correct fine sign for all stalls	$300.00	Cholla Park
Completed	1.1.5	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Cholla Park
Completed	1.2.3	*Establish protocols* for regular and frequent inspection and maintenance of surface of AR	$0.00	Cholla Park
Completed	1.1.1	*Repaint* stalls and access aisles to be 8' and 5' each	$105.00	Cholla Park
Completed	1.2.4	*Correct or fill* 1" gap along AR	$150.00	City Hall
Completed	1.9.1	Employee only area permit approach, entry, and exit, *relocate obstacles* such as tables and chairs to create AR through indicated rooms	$0.00	City Hall
Completed	1.2.2	*Re-cut or re-pour* curb ramp to be max running slope 8.33%, max cross slope 2.08%, having a top landing as wide as the ramp and 36" deep and side flares max slope 10%	$725.00	Clavelito Park
Completed	1.1.4	*Add one van parking sign* to one van accessible stall and repaint to 11' and 5' or 8' and 8'	$150.00	Community Center North
Completed	1.2.3	*Correct or fill* multiple 1" gaps along AR	$300.00	Community Center North
Completed	1.1.3	*Raise* existing accessible post mounted parking signs so lowest end of bottom sign is min 60" aff	$0.00	Community Center North
Completed	1.8.1	*Remove, or relocate storage* in CFS at fixtures and operable parts	$0.00	Community Center North
Completed	1.2.2	*Relocate* park and playground signage to be along AR, with level 30" by 48" CFS for viewing	$0.00	Country Gables Park
Completed	1.2.3	*Correct or fill* multiple gaps along AR	$300.00	Desert Garden Park
Completed	1.9.1	Employee only area permit approach, entry, and exit, *relocate obstacles* such as tables and chairs to create AR through rooms indicated	$0.00	Desert Mirage Golf Course
Completed	1.1.5	*Raise* existing accessible post mounted parking signs so lowest end of bottom sign is min 60" aff	$0.00	Desert Mirage Golf Course
Completed	1.8.1	*Relocate protruding objects* in pro shop or place cane detectable warning at foot of hooks	$0.00	Desert Mirage Golf Course
Completed	1.8.2	*Remove, or relocate storage* in CFS at fixtures and operable parts	$0.00	Desert Mirage Golf Course
Completed	1.2.2	*Correct or fill* 8.5" gap along AR	$150.00	Discovery Park
Completed	1.2.2	*Correct or fill* 1" gap along AR	$150.00	Dos Lagos Park
Completed	1.1.4	*Raise* existing accessible parking signs so lowest end of bottom sign is min 60" aff	$0.00	Elsie McCarthy Sensory Garden
Completed	1.1.3	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Field Operations Complex
Completed	1.2.6	*Correct or fill* 1" gap along AR	$150.00	Field Operations Complex
Completed	1.7.9	*Install* detectable warning strip on top tread of each stairway as a smart practice	$150.00	Field Operations Complex
Completed	1.1.4	*Raise* existing accessible parking signs so lowest end of bottom sign is min 60" aff	$0.00	Field Operations Complex
Completed	1.1.2	*Acquire* and mount correct fine sign for all stalls	$450.00	Foothills - 57th Ave
Completed	1.1.3	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Foothills - 57th Ave
Completed	1.1.6	*Raise* existing accessible parking signs so that lowest end of bottom sign is min 60" aff in ball field lot	$0.00	Foothills - 57th Ave
Completed	1.1.2	*Acquire* and mount correct fine sign for all stalls	$600.00	Foothills - Union Hills Dr
Completed	1.1.3	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Foothills - Union Hills Dr
Completed	1.1.2	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Foothills Recreation & Aquatics Center
Completed	1.4.9	For all doors along the public circulation route, *inspect, adjust, and maintain* closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	$0.00	Foothills Recreation & Aquatics Center
Completed	1.1.1	*Repaint diagonal stalls* so access aisles are on the passenger side	$157.50	Foothills Recreation & Aquatics Center
Completed	1.6.7	For all doors along the public circulation route, *inspect, adjust, and maintain* closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	$0.00	Foothills Recreation & Aquatics Center - 2nd Floor
Completed	1.8.3	*Correct* or fill gaps	$450.00	Foothills Recreation & Aquatics Center - 1st Floor
Completed	1.9.1	Employee only area permit approach, entry, and exit, *relocate obstacles* (such as tables and chairs) to create AR through rooms indicated	$0.00	Foothills Recreation & Aquatics Center - 1st Floor
Completed	1.6.13	For all doors along the public circulation route, *inspect, adjust, and maintain* closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	$0.00	Foothills Recreation & Aquatics Center - 1st Floor
Completed	1.8.2	*Relocate obstacles* (such as tables and chairs) to create turning space in studio B	$0.00	Foothills Recreation & Aquatics Center - 1st Floor

Status	Cite	Current ADA Projects Completed and/or Underway	Cost Estimate Per Study	Site
Completed	1.8.1	*Relocate obstacles* such as tables and chairs to create AR through coyote room 100	$0.00	Foothills Recreation & Aquatics Center - 1st Floor
Completed	1.9.1	Employee only area permit approach, entry, and exit, *relocate obstacles* (such as tables and chairs) to create AR through rooms indicated	$0.00	Foothills Recreation & Aquatics Center - 2nd Floor
Completed	1.8.1	*Relocate obstacles* such as tables and chairs to create AR through studio B	$0.00	Foothills Recreation & Aquatics Center - 2nd Floor
Completed	1.8.3	*Relocate protruding objects* in fitness, studio B, and studio A or place cane detectable warning at foot of AED, bars, television, and mats	$0.00	Foothills Recreation & Aquatics Center - 2nd Floor
Completed	1.9.1	Employee only area permit approach, entry, and exit, *relocate obstacles* (such as tables and chairs) to create AR through stock room and register	$0.00	Foothills Skate Court
Completed	1.6.4	For all doors along the public circulation route, *inspect, adjust, and maintain* closing speed on spring hinged door closers so that doors do not close to 3" faster than 1.5 seconds when started at 70 degrees	$0.00	Foothills Skate Court
Completed	1.1.5	*Add van parking sign* to at least two accessible stalls in full bank and repaint van accessible stalls and access aisles to 11' and 5' or 8' and 8'	$300.00	Glendale Adult Center
Completed	1.9.1	Employee only area permit approach, entry, and exit, *relocate obstacles* (such as tables and chairs) to create AR through indicated rooms	$0.00	Glendale Adult Center
Completed	1.9.2	Employee only areas permit approach, entry, and exit, *relocate obstacles* to create turning space of 60" in indicated rooms	$0.00	Glendale Adult Center
Completed	1.4.6	For all doors along the public circulation route, *inspect, adjust, and maintain* closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	$0.00	Glendale Adult Center
Completed	1.6.9	For all doors along the public circulation route, *inspect, adjust, and maintain* closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	$0.00	Glendale Adult Center
Completed	1.1.2	*Raise* existing accessible parking signs so that lowest end of bottom sign is min 60" aff	$0.00	Glendale Adult Center
Completed	1.8.1	*Relocate obstacles* such as tables and chairs to create AR through fitness center	$0.00	Glendale Adult Center
Completed	1.8.3	*Relocate protruding objects* in indicated rooms or place cane detectable warning at foot of protrusions	$0.00	Glendale Adult Center
Completed	1.8.6	*Remove, or relocate storage* in CFS at fixtures and operable parts	$0.00	Glendale Adult Center
Completed	1.8.5	*Secure* rug in snack area	$0.00	Glendale Adult Center
Completed	1.8.4	*Tape or bevel* a 36" wide portion of the mats to provide a designated entry to the mat area	$0.00	Glendale Adult Center
Completed	1.9.1	Employee only area permit approach, entry, and exit, *relocate obstacles* (such as tables and chairs) to create AR through rooms indicated	$0.00	Glendale Community Center
Completed	1.9.2	Employee only areas permit approach, entry, and exit, *relocate obstacles* to create turning space of 60" in rooms indicated	$0.00	Glendale Community Center
Completed	1.1.4	*Raise* existing accessible parking signs so lowest end of bottom sign is min 60" aff	$0.00	Glendale Community Center
Completed	1.1.1	*Acquire* and mount correct fine sign for all stalls	$1,050.00	Glendale Heroes Regional Park
Completed	1.1.2	*Raise* existing accessible parking signs so lowest end of bottom sign is min 60" aff	$0.00	Glendale Heroes Regional Park
Completed	1.1.5	*Acquire* and mount correct fine sign for all stalls	$1,500.00	Glendale Youth Sports Complex
Completed	1.9.1	Employee only area permit approach, entry, and exit, *relocate obstacles* (such as tables and chairs) to create AR through maintenance shed and fire riser room (concessions storage)	$0.00	Glendale Youth Sports Complex
Completed	1.1.1	*Acquire* and mount correct fine sign for all stalls	$300.00	Grand Canal Linear Park
Completed	1.1.2	*Add one van parking sign* to one stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Grand Canal Linear Park
Completed	1.1.3	*Raise* existing accessible parking signs so that lowest end of bottom sign is min 60" aff	$0.00	Grand Canal Linear Park
Completed	1.2.1	*Correct or fill* 1.5" gap along AR	$150.00	Heritage Park
Completed	1.1.3	*Acquire* and mount correct fine sign for all stalls	$300.00	Hillcrest Park
Completed	1.1.5	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Hillcrest Park
Completed	1.1.4	*Raise* existing accessible parking signs so that lowest end of bottom sign is min 60" aff	$0.00	Hillcrest Park
Completed	1.2.2	*Correct or fill* gaps along AR	$300.00	Montara Park
Completed	1.1.3	*Acquire* and mount correct fine sign for all stalls	$150.00	New World Park
Completed	1.1.1	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$202.50	New World Park
Completed	1.1.4	*Raise* existing accessible parking signs so that lowest end of bottom sign is min 60" aff	$0.00	New World Park
Completed	1.2.2	*Correct or fill* 1.5" gap along AR	$150.00	Oasis Park
Completed	1.2.3	*Correct or fill* 1" gap along AR	$150.00	O'Neil Recreation Center
Completed	1.9.1	Employee only area permit approach, entry, and exit, *relocate obstacles* (such as tables and chairs) to create AR through indicated rooms	$0.00	O'Neil Recreation Center
Completed	1.9.2	Employee only areas permit approach, entry, and exit, *relocate obstacles* to create turning space of 60" in indicated rooms	$0.00	O'Neil Recreation Center
Completed	1.4.7	For all doors along the public circulation route, *inspect, adjust, and maintain* closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	$0.00	O'Neil Recreation Center
Completed	1.1.5	*Acquire* and mount correct fine sign for all stalls	$1,350.00	Paseo Racquet Center
Completed	1.1.2	*Add a van parking sign* to two accessible stalls and repaint each stall and access aisle to 11' and 5' or 8' and 8'	$300.00	Paseo Racquet Center

Status	Cite	Current ADA Projects Completed and/or Underway	Cost Estimate Per Study	Site
Completed	1.7.1	*Correct or fill* multiple gaps along AR	$300.00	Paseo Racquet Center
Completed	1.2.3	*Correct or fill* multiple gaps along AR	$900.00	Paseo Racquet Center
Completed	1.9.1	Employee only area permit approach, entry, and exit, *relocate obstacles* (such as tables and chairs) to create AR and turning space through offices	$0.00	Paseo Racquet Center
Completed	1.4.5	For all doors along the public circulation route, *inspect, adjust, and maintain* closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	$0.00	Paseo Racquet Center
Completed	1.1.6	*Raise* existing accessible parking signs so lowest end of bottom sign is min 60" aff	$0.00	Paseo Racquet Center
Completed	1.7.2	*Relocate obstacles* such as tables and chairs to create AR through building	$0.00	Paseo Racquet Center
Completed	1.2.3	*Correct or fill* 1.5" gap along AR	$150.00	Paseo Sports Complex
Completed	1.9.1	Employee only area permit approach, entry, and exit, *relocate obstacles* (such as tables and chairs) to create AR through indicated rooms	$0.00	Rose Lane Community Center
Completed	1.9.2	Employee only areas permit approach, entry, and exit, *relocate obstacles* to create turning space of 60" in indicated rooms	$0.00	Rose Lane Community Center
Completed	1.1.1	*Raise* existing accessible parking signs so lowest end of bottom sign is min 60" aff	$0.00	O'Neil Recreation Center
Completed	1.4.5	For all doors along the public circulation route, *inspect, adjust, and maintain* closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	$0.00	Rose Lane Community Center
Completed	1.6.8	For all doors along the public circulation route, *inspect, adjust, and maintain* closing speed on door closers so that doors do not close to 3" faster than 3 seconds when started at 70 degrees	$0.00	Rose Lane Community Center
Completed	1.1.2	*Raise* existing accessible parking signs so lowest end of bottom sign is min 60" aff	$0.00	Rose Lane Community Center
Completed	1.2.3	*Correct or fill* 1" gaps along AR	$600.00	Rose Lane Park
Completed	1.1.3	*Acquire and mount* at appropriate heights and locations accessible parking signs for the all stalls	$300.00	Sahuaro Ranch Park - Parking Softball
Completed	1.1.4	*Acquire* and mount correct fine sign for all stalls	$900.00	Sahuaro Ranch Park - Parking Softball
Completed	1.1.6	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Sahuaro Ranch Park - Parking Softball
Completed	1.1.5	*Raise* existing accessible parking signs so that lowest end of bottom sign is min 60" aff	$0.00	Sahuaro Ranch Park - Parking Softball
Completed	1.1.7	*Reconfigure* accessible stalls to avoid requiring pedestrians to cross vehicular way, *in the alternative, leave as is* with striped crosswalk	n/a	Sahuaro Ranch Park - Parking Softball
Completed	1.1.2	*Resurface* stalls and access aisles to eliminate gaps, cracks, and deterioration	$1,250.00	Sahuaro Ranch Park - Parking Softball
Completed	1.2.4	*Correct or fill* .75" gap along AR	$150.00	Sahuaro Ranch Park - EAR
Completed	1.1.3	*Acquire* and mount correct fine sign for all stalls	$300.00	Sahuaro Ranch Park - Elementary School
Completed	1.1.4	*Acquire* and mount correct fine sign for all stalls	$1,050.00	Sahuaro Ranch Park - Elementary School
Completed	1.1.6	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Sahuaro Ranch Park - Elementary School
Completed	1.1.5	*Raise* existing accessible parking signs so that lowest end of bottom sign is min 60" aff	$0.00	Sahuaro Ranch Park - Elementary School
Completed	1.1.7	*Reconfigure* accessible stalls to avoid requiring pedestrians to cross vehicular way, *in the alternative, leave as is* with striped crosswalk	n/a	Sahuaro Ranch Park - Elementary School
Completed	1.1.2	*Resurface* stalls and access aisles to eliminate gaps and cracks	$750.00	Sahuaro Ranch Park - Elementary School
Completed	1.1.1	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$202.50	Sahuaro Ranch Park - Parking Ramada Soccer
Completed	1.1.4	*Raise* existing accessible parking signs so that lowest end of bottom sign is min 60" aff	$0.00	Sahuaro Ranch Park - Parking Ramada Soccer
Completed	1.1.5	*Reconfigure* accessible stalls to avoid requiring pedestrians to cross vehicular way, *in the alternative, leave as is* with striped crosswalk	n/a	Sahuaro Ranch Park - Parking Ramada Soccer
Completed	1.1.5	*Raise* existing accessible parking signs so that lowest end of bottom sign is min 60" aff	$0.00	Sands Park
Completed	1.1.2	*Acquire* and mount correct fine sign for all stalls	$300.00	Sierra Verde Park
Completed	1.1.1	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Sierra Verde Park
Completed	1.1.3	*Raise* existing accessible parking sign so that lowest end of bottom sign is min 60" aff	$0.00	Sierra Verde Park
Completed	1.2.2	*Correct or fill* 1" gap along AR	$150.00	Sycamore Grove Park
Completed	1.1.1	*Acquire* and mount correct fine sign for all stalls	$1,500.00	Thunderbird Conservation Park
Completed	1.1.5	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8' in each lot	$450.00	Thunderbird Conservation Park
Completed	1.1.2	*Raise* all existing accessible parking signs so that lowest end of bottom sign is min 60" aff	$0.00	Thunderbird Conservation Park
Completed	1.1.3	*Repair or correct slope* of parking space and access aisle to max 2.08% in any direction	$10,937.50	Thunderbird Paseo Park
Completed	1.2.6	*Correct or fill* gaps along AR	$300.00	Thunderbird Paseo Park - EAR
Completed	1.1.2	*Acquire* and mount correct fine sign for all stalls	$900.00	Thunderbird Paseo Park - Parking Front

Status	Cite	Current ADA Projects Completed and/or Underway	Cost Estimate Per Study	Site
Completed	1.1.1	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$150.00	Thunderbird Paseo Park - Parking Front
Completed	1.1.5	*Acquire* and mount correct fine sign for all stalls	$750.00	Thunderbird Paseo Park - Trail
Completed	1.1.2	*Add one van parking sign* to one accessible stall and repaint stall and access aisle to 11' and 5' or 8' and 8'	$202.50	Thunderbird Paseo Park - Trail
Completed	1.1.6	*Raise* existing accessible parking signs so lowest end of bottom sign is min 60" aff	$0.00	Thunderbird Paseo Park - Trail
Completed	1.2.1	*Correct or fill* 1" gap along AR	$150.00	Utopia Park
Underway	1.2.1	*Create lined cross walk* where pedestrian pathway crosses through vehicular traffic as a smart practice	$105.00	Clavelito Park
Underway	1.2.3	*Install compliant detectable warning* at curb ramps and transitions from walkways to vehicular ways as a smart practice	$235.00	Clavelito Park
Underway	1.2.2	*Correct curb ramp slope* to max 8.33% *See 1.2.1*	$0.00	El Barrio Park
Underway	1.2.1	*Correct slope* of curb ramp slide flares to max 10%	$725.00	El Barrio Park
Underway	1.2.3	*Install compliant detectable warning* at curb ramps and transitions from walkways to vehicular ways as a smart practice	$235.00	El Barrio Park
Underway	1.2.4	*Repair, bevel, or ramp* 1.25" CIL along AR	$150.00	El Barrio Park
Underway	1.2.3	*Correct or repair* sidewalk cross slope along AR to max 2.08%	$8,000.00	Glendale Heroes Regional Park
Underway	1.2.2	*Correct or repair* sidewalk cross slope along AR to max 2.08%	$8,000.00	Myrtle Park
Underway	1.2.1	*Install compliant detectable warning* at curb ramps and transitions from walkways to vehicular ways as a smart practice	$235.00	Myrtle Park
Underway	1.1.2	*Acquire* and mount correct fine sign for all stalls	$600.00	Northern Horizon Park
Underway	1.1.1	*Add one van parking sign* to one van accessible stall and repaint to be 11' and 5' or 8' and 8'	$115.00	Northern Horizon Park
Underway	1.2.2	*Correct or repair* sidewalk cross slope along AR to max 2.08%	$4,000.00	Northern Horizon Park
Underway	1.2.1	*Install compliant detectable warning* at curb ramps and transitions from walkways to vehicular ways as a smart practice	$235.00	Northern Horizon Park
Underway	1.2.2	*Correct curb ramp cross slope* to max 2.08%	$725.00	Ocotillo Rose Park
Underway	1.2.1	*Correct curb ramp landing slope* to max 2.08% in any direction	$1,450.00	Ocotillo Rose Park
Underway	1.2.4	*Correct or repair* sidewalk cross slope along AR to max 2.08%	$4,000.00	Ocotillo Rose Park
Underway	1.2.3	*Install compliant detectable warning* at curb ramps and transitions from walkways to vehicular ways as a smart practice	$705.00	Ocotillo Rose Park
Underway	1.11.1	*Acquire and mount* signage, including access symbol and Braille, mounted on the wall, latch side of the door, 48" to baseline of lowest character and 60" to the baseline of the highest character	$300.00	O'Neil Recreation Center
Underway	1.1.2	*Create lined cross walk* where pedestrian pathway crosses through vehicular traffic as a smart practice	$105.00	O'Neil Recreation Center
Underway	1.4.4	For all doors along the public circulation route, *correct or repair slope* at doorway landing to max 2.08% in any direction for level CFS	$500.00	O'Neil Recreation Center
Underway	1.4.2	For all doors along the public circulation route, *enlarge* cement pad at exit to allow 18" clearance on the latch side, and extend a pathway away from the building for emergency egress	$865.00	O'Neil Recreation Center
Underway	1.4.3	For all doors along the public circulation route, *enlarge* sidewalk to 54" to allow maneuvering clearance on the pull side	$740.00	O'Neil Recreation Center
Underway	1.4.1	For all doors along the public circulation route, *fill and maintain* gaps in doorway maneuvering clearance to max .5"	$150.00	O'Neil Recreation Center
Underway	1.6.2	For all doors along the public circulation route, *replace* door with one having 32" clear width	$1,980.00	O'Neil Recreation Center
Underway	1.4.5	For all doors along the public circulation route, *replace* doors with ones having 32" clear width	$1,980.00	O'Neil Recreation Center
Underway	1.6.3	For all doors along the public circulation route, *replace hardware* with lever hardware mounted 34" to 48" aff	$735.00	O'Neil Recreation Center
Underway	1.2.2	*Install compliant detectable warning* at curb ramps and transitions from walkways to vehicular ways as a smart practice	$235.00	O'Neil Recreation Center
Underway	1.11.2	*Insulate exposed pipes* under sinks in both restrooms	$110.00	O'Neil Recreation Center
Underway	1.7.6	*Lower* 36" wide segment of service counter to max 36" aff	$533.25	O'Neil Recreation Center
Underway	1.8.3	*Lower operating mechanisms* in multipurpose rooms to max 48" aff to highest operable part	$1,500.00	O'Neil Recreation Center
Underway	1.8.4	*Lower* sink height to max 34" aff	$1,700.00	O'Neil Recreation Center
Underway	1.11.4	*Reconfigure restrooms* to create a wheelchair accessible stall with grab bars and fixtures in correct locations and at correct heights, if technically infeasible leave as is	$7,872.50	O'Neil Recreation Center
Underway	1.11.5	*Relocate or recess* hand dryers to not interfere with general circulation path, protrusions can't be greater than 4"	$500.00	O'Neil Recreation Center
Underway	1.7.2	*Replace* hardware with accessible hardware	$735.00	O'Neil Recreation Center
Underway	1.2.2	*Correct curb ramp slope* to max 8.33%	$725.00	Rose Lane Community Center
Underway	1.11.9	*Correct or repair slope* at urinal to max 2.08% in any direction for level CFS	$500.00	Rose Lane Community Center
Underway	1.11.3	*Enlarge* accessible stalls in both restrooms to min 60" clear width, 59" depth	$3,927.50	Rose Lane Community Center
Underway	1.4.3	For all doors along the public circulation route, *replace doors* with doors having 80" overhead clearance	$5,940.00	Rose Lane Community Center
Underway	1.6.6	For all doors along the public circulation route, *replace hardware* with lever hardware where indicated	$1,102.50	Rose Lane Community Center
Underway	1.6.3	For all doors along the public circulation route, *widen entries* to allow for 12" of maneuvering clearance on the push side of doorways	$2,200.00	Rose Lane Community Center
Underway	1.2.3	*Install compliant detectable warning* at curb ramps and transitions from walkways to vehicular ways as a smart practice	$235.00	Rose Lane Community Center
Underway	1.11.1	*Insulate exposed pipes* under sink in both restrooms	$110.00	Rose Lane Community Center
Underway	1.11.8	*Lower* urinal so rim is max 17" aff	$1,220.00	Rose Lane Community Center
Underway	1.11.6	*Relocate or recess* hand dryers in both restrooms to not interfere with general circulation path, protrusions can't be greater than 4"	$500.00	Rose Lane Community Center
Underway	1.11.4	*Remount* grab bars in both stalls to 33" to 36" aff	$925.00	Rose Lane Community Center

Status	Cite	Current ADA Projects Completed and/or Underway	Cost Estimate Per Study	Site
Underway	1.11.12	*Remount rear grab bar* to behind toilet, 12" to one side of center and 24" to the other and 33" to 36" aff in women's stall	$281.25	Rose Lane Community Center
Underway	1.11.2	*Remount* toilets in both restrooms to 16" to 18" from the side wall to centerline	$2,612.00	Rose Lane Community Center
Underway	1.11.11	*Replace* men's stall door hardware with compliant hardware	$150.00	Rose Lane Community Center
Underway	1.2.4	*Correct or repair* sidewalk running slope along AR to max 5%	$6,000.00	Rose Lane Park
Underway	1.2.1	*Install compliant detectable warning* at curb ramps and transitions from walkways to vehicular ways as a smart practice	$235.00	Rose Lane Park
Underway	1.2.2	*Repair, bevel, or ramp* CIL along AR	$150.00	Rose Lane Park

File #: 17-007, **Version:** 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR ASSESSMENT OF THE WEST AREA WATER RECLAMATION FACILITY RECHARGE STORAGE

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 of the Professional Services Agreement C-10515 with HDR Engineering, Inc., (HDR) for assessment of the recharge options available for the West Area Water Reclamation Facility. This amendment provides for detailed analysis of the hydrologic recharge capabilities of the Heroes Park site; and increases the original agreement compensation by $54,100.

Background

The West Area Water Reclamation Facility (WAWRF) commenced operations in 2001. This facility has a capacity of processing 11.5 Million Gallons per day (MGD) of wastewater. Currently it treats approximately 5.5 MGD but it is expected to see a gradual and steady increase of flow due to growth in the west area of the city. As part of the treatment process, Class A+ effluent is discharged from the facility. The majority of this reclaimed water is sent to Glendale's West Area Aquifer Recharge Facility (ARF) and the New River Agua Fria Underground Storage Project (NAUSP) managed by SRP. A small portion of the reclaimed water produced is delivered to reuse customers.

In 2010, the city developed a master plan for the West Area Water Reclamation Facility. The 2010 study examined wastewater treatment demands, and evaluated potential recharge options. The study determined there would be a need for additional recharge capacity in the future, and identified the Western Area Regional Park (now known as Heroes Regional Park) as a potential location for a new recharge facility. The 2010 study recommend a series of individual wells as the preferred method of recharge at the park site.

In December 2015 HDR was contracted to update the 2010 park site evaluation. This included an assessment of increasing the recharge capacity of the West Area Recharge Facility and adding a new recharge facility at Heroes Park. Based on preliminary research conducted to date, the consultant has determined that capacity could be increased at the existing aquifer recharge facility and recharge capacity added at Heroes Park. The initial research concluded that recharge at Heroes Park may be best conducted using multi-purpose lakes. Recharge wells also continue to be a viable option.

Based on the positive initial research results, a hydrologic field assessment of the park site must be performed to determine the physical capacity of the site to receive reclaimed water from the West Area facility. Specifically, the hydrogeologic investigation needs to collect detailed field data to analyze if the Heroes Park

site will be favorable for basin/lake recharge activities.

Analysis

Staff advertised a request for proposal (RFP) Project 141509 for engineering services to assess the recharge storage options. There were three respondents. HDR was selected to perform the services for an amount not to exceed $186,354. Because the outcome of the evaluation could not be predetermined, the original proposal did not include field investigations. Now that the initial research has determined that basin recharge appears feasible at Heroes Park, field verification is needed. HDR has the capability to perform the additional scope of work for $54,100 through an amendment of the contract C-10515.

Previous Related Council Action

On December 8, 2015, Council approved a professional services agreement with HDR to provide an assessment of West Area water reclamation facility recharge storage.

On January 27, 2009, City Council approved the professional services agreement for the West Area Water Reclamation Facility, Phase IV Expansion Study.

Community Benefit/Public Involvement

The final report of the 2012 Ad Hoc Citizen Task Force on Water and Sewer recommended that the City should maximize the use of existing water resources through water reclamation and aquifer storage. Development of long-term recharge storage credits from expanded recharge capacity will help the City maintain a sustainable water supply. Coordinating storage methods in collaboration with the Community Services Department will ensure that potential recharge options are compatible with current conceptual design elements at Heroes Park.

Budget and Financial Impacts

Funding is available in the Water Services FY2016-17 capital budget.

Cost	Fund-Department-Account
$54,100	**2400-61052-551200, Recharge Storage Assessment**

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1
West Area Water Reclamation Facility Recharge Storage Study
(City Project No. 141509, Contract No. C-10515)

This Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement") is made this _____ day of _____, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and HDR Engineering, Inc., a Nebraska corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and HDR Engineering, Inc. ("Contractor") previously entered into a Professional Services Agreement, Contract No. C-10515, dated December 8, 2015 ("Agreement"); and

B. The study has progressed to a point where modeling of the aquifer has been completed to define the theoretical recharge volume that can be achieved at the Heroes Park Site without creating impacts to other recharge areas and the City's Landfill;.and

C. The physical hydrologic characteristics of the site are unknown, and field testing is required to provide information needed to size recharge facilities and develop associated permits. This testing is not currently a part of the existing contracted services; and.

D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is extended for a one-year period from December 8, 2016 through December 7, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The scope of work is being amended. Please see Exhibit B.

4. **Compensation.** The original compensation of $185,724 has been amended and increased to a not exceed amount of $239,824.

5. **Insurance Certificate.** Current certificate will expire on June 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

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

7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Kevin R. Phelps, City Manager

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

HDR Engineering, Inc.,
a Nebraska corporation

By: David R. Skinner, P.E.
Its: Vice President, Managing Principal

EXHIBIT A

Professional Services Agreement
West Area Water Reclamation Facility Recharge Storage Study
City Project No. 141509

Recharge Capacity Assessment at Heroes Park Site

Amendment No. 1

PROJECT DESCRIPTION

As part of the West Area Water Reclamation Facility Recharge Storage Study for the City of Glendale (City), modeling of the aquifer has been conducted by the HDR Engineering (HDR) \ Clear Creek Associates (CCA) team. This modeling has defined the theoretical recharge volume that can be achieved at the Heroes Park site without creating impacts to other recharge areas and the City's landfill. However, the physical hydrologic characteristics of the site are unknown, and field testing is required to provide information needed to size recharge facilities and develop the Arizona Department of Water Resources (ADWR) Underground Storage Facility (USF) permit application.

This scope of work defines the services to be provided by HDR and its subconsultant, CCA, to characterize the hydrologic capabilities of the Heroes Park site.

EXHIBIT B
Professional Services Agreement – Amendment 1

SCOPE OF WORK

This scope of services describes the work to be performed by HDR Engineering, Inc. (HDR) and its subconsultant, Clear Creek Associates (CCA), on behalf of the City as defined below.

RECHARGE CAPACITY ASSESSMENT AT HEROES PARK SITE

Objective:

- Identify the physical hydrologic capabilities at the park site through field investigations and flow tests.

Services:

- Manage the work effort, including schedule revisions and subcontract with CCA (HDR).
- Conduct one (1) project coordination meeting at the Heroes Park Site to discuss overall logistics, identify locations for on-site testing, and determine available water sources for basin pilot testing (HDR/CCA).
- Provide drilling oversight, lithologic logging, and geotechnical sampling (CCA)
- Conduct falling head tests (CCA)
- Excavate basin test pits and conduct basin pilot testing (CCA)
- Prepare draft Technical Memorandum and Recommendations (HDR/CCA)
- Incorporate City review comments and issue Final Technical Memorandum (CCA)

Work Tasks:

Task 1 – Project Coordination Meeting (HDR/CCA)

This task includes time for preparation for and attendance at one project coordination meeting with the City. CCA's Principal-in-Charge, Don Hanson, R.G. and Project Manager, Geno Mammini, R.G. will attend this meeting unless otherwise instructed by the City or if scheduling conflicts occur. The meeting will take place at the Heroes Park site. The purpose of this meeting will be to discuss overall logistics related to the planning, preparation, and implementation of the field activities at Heroes Park. Locations for soil borings, piezometers, test pits and basins will be selected. Also, available water sources will be identified for basin pilot testing.

Task 2 – Drilling Oversight, Lithologic Logging, Geotechnical Sampling (CCA)

As part of the effort to assess the hydrogeologic conditions beneath the site, CCA recommends that one borehole be completed to 99 feet, first water or auger refusal. Drive samples for lithologic logging and geotechnical analysis will be collected at 5-foot intervals. Up to 10 samples will be submitted to Speedie and Associates (subconsultant to CCA) for sieve analysis and hydrometer testing. Following completion, the boring will be abandoned by backfilling with drill cuttings.

CCA also recommends the installation of a set of piezometer nests; one 5-foot, one 10-foot, one 15-foot and one 20-foot. These will be completed as temporary piezometers through the installation of 2-inch PVC. The piezometers will be used for falling head tests and to monitor lateral migration of water during mini-basin pilot testing (see Task 3.0). Each borehole will be equipped with 2-feet of 2-inch PVC screen and whatever blank is needed to reach land surface. Screens would be gravel packed with a thin (1-2 foot) bentonite seal on top then filled to land surface with drill cuttings. These will only be temporary so no vaults would be installed but the piezometers would be capped.

For cost estimating purposes, we have assumed no more than 3 days of onsite CCA field staff and 1 day for the CCA project manager.

Task 3 – Falling Head Tests (CCA)

Following completion of the activities described in Task 2, CCA recommends that falling head tests be conducted in the piezometers followed by pilot infiltration testing via small scale basin (~10' x 10' square x 3' deep). The falling head tests will provide an initial qualitative estimate of potential infiltration rates. This qualitative information will be used to develop estimates of water requirements for the longer term basin pilot testing (see Task 4).

Falling head tests will be completed in all four piezometers. Falling head tests will be conducted by repeatedly filling each piezometer with a known volume of water then monitoring the rate of water level decline. Testing will be done multiple times until the rate of decline is similar (within 10%) between tests. No more than six tests will be completed in any one piezometer.

Task 4 – Test Pit and Basin Pilot Testing (CCA)

One test pit will be excavated to allow for visual observation of the near surface soils. The test pits will be approximately 10 feet long and 10 feet deep. Test pit sidewalls will be viewed and photographed. Under no circumstances will the test pits be entered. Up to four (4) sidewall samples will be collected from the excavator bucket for sieve analysis and hydrometer testing. Once visual inspection and sampling is complete, the test pits will be backfilled with excavated materials and compacted using the backhoe bucket or wheel rolling technique.

Basin pilot testing will be performed in a basin excavated adjacent to the piezometers. The basin excavation will be approximately 10' x 10' square x 3' deep. Basin sidewalls will be sloped and the basin will be fenced using orange safety fencing. CCA will subcontract a local excavating company to dig the test pits and basins. Spoils from the basins will be temporarily placed adjacent to them until testing is complete. Basin will be backfilled with excavated materials and compacted using the wheel rolling method.

CCA's subcontractor will also set up the water supply system for the basin pilot testing. For costing purposes, we have assumed that one fire hydrant meter will be obtained and that the distance from the hydrant to the basin will be no more than 1,000 feet. Total water usage is estimated at less than 200,000 gallons.

The general methodology for basin pilot testing shall include the following:

- The basin will be equipped with a staff gauge and a pressure transducer. The basin shall be filled with approximately 24-inches of water. Once full, the water will be shut off and the basin will be allowed to drain. While measurements of the rate of infiltration will be collected, this initial cycle will essentially serve as a pre-wetting phase. This initial wetting cycle is assumed to take one day.

- Subsequent filling and draining cycles will be conducted over the next three days. The number of cycles will depend on the rate of infiltration. Finally, one constant rate will be completed where the water height in the basin will be kept at a constant level for a period of eight hours. The rate of water supplied to basin will be tracked so an actual basin recharge capacity can be determined. A final falling head will be recorded after the constant rate test is complete. With set up and tear down, we have estimated seven field days for testing of the basin plus one additional day for overseeing backfilling and compaction of the basins.

Task 5 - Prepare Technical Memorandum and Recommendations (CCA/HDR)

Upon completion of the proposed activities, CCA will prepare a Technical Memorandum (TM) documenting the procedures and results of the soil borings, test pits, falling head tests and basin pilot testing. In addition to providing basin infiltration rates, the TM will include recommendations to enhance basin infiltration that may need to be implemented during the basin construction phase such as additional trenches, pits, drains, etc.

The TM will be prepared in draft form and submitted to the City for review and comment. Ten copies of the final TM will be prepared for distribution.

Deliverables:

- Draft Technical Memorandum (electronic copy)
- Final Technical Memorandum (10 copies and one electronic copy)

Key Understandings:

- Notice to Proceed with the work under this Allowance Task will be issued by February 1, 2017.

EXHIBIT D
Professional Services Agreement – Amendment 1

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be based on an hourly billing rate plus reimbursable expenses for Consultant and all Subconsultants. Documentation for reimbursable expenses must be included with each Payment Application.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $239,824.

DETAILED PROJECT COMPENSATION

Original Professional Services Fee	$185,724
Amendment One-Recharge Capacity Assessment at Heroes Park Site	
HDR Project Administration	$5,308
Direct Expenses (Reimbursables)	$100
Clear Creek Associates (Subconsultant)	$46,192
Owner's Allowance	$2,500
Total Additional Fee	$54,100
Total Not To Exceed	**$239,824**

File #: 17-020, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CINTAS CORPORATION NO. 2 FOR UNIFORM AND LINEN RENTAL SERVICES

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Cintas Corporation No. 2 (Cintas) for uniform and linen rental services in an amount not to exceed $250,000 for the entire term of the agreement through March 31, 2019. This cooperative purchase is available through the agreement between the Harford County Public Schools, Maryland and Cintas Corporation No. 2, contract 12-JOH-011C, and is effective through March 31, 2019.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Much of the duties staff performs are performed in an environment of dirt, mud, grease, wastewater, and in the public view. Staff is required to wear uniforms during the delivery of city services to provide a safe and clean working environment for staff and provide the public with a visual recognition of City of Glendale Water Services personnel. Water Services has a staff of 184 wearing various styles and protection requirements. Linen service also provides towels, shop rags, and facility floor mats.

The city did have a linking agreement with Mission Linen through a State of Arizona contract which could have been extended through May 19, 2018. The State has chosen to terminate the master agreement. This effectively terminates the city agreement.

Analysis

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

On April 1, 2012, Cintas was awarded their contract by Harford County Public Schools, Maryland through a competitive bid process and includes a provision for cooperative purchasing under the U.S. Communities Cooperative program. The initial term of the agreement was through March 31, 2015 and has been extended through March 31, 2019. Materials Management and the City Attorney's Office have reviewed and approved

the utilization of the agreement for the defined services, and concur the cooperative purchase is in the best interest of the city.

Previous Related Council Action

On May 26, 2015, City Council approved the expenditure of funds for uniform and linen rental from Mission Linen Supply, Inc. in an amount not to exceed $300,000 through May 19, 2018.

On June 10, 2014, City Council approved the expenditure of funds for uniform and linen rental from Mission Linen Supply, Inc. in an amount not to exceed $99,746.

Community Benefit/Public Involvement

Uniforms and linen rental services provide a professional public appearance and safe working environment for Water Services personnel.

Budget and Financial Impacts

Funding is available in the Water Services FY2016-17 operating budget. Annual budget appropriation thereafter is contingent upon council approval. Total expenditures are not to exceed $250,000 for the entire term of this agreement.

Cost	Fund-Department-Account
$250,000	2360-17130-523800, Public Service Representatives
	2360-17140-523800, System Security
	2360-17160-523800, Arrowhead Reclamation Plant
	2360-17170-523800, West Area Plant
	2360-17180-523800, Materials Control Warehouse
	2360-17420-523800, Water Quality
	2400-17210-523800, Customer Service-Field
	2400-17240-523800, Central System Control
	2400-17250-523800, Pyramid Peak Plant
	2400-17260-523800, Cholla Treatment Plant
	2400-17280-523800, Central System Maintenance
	2400-17290-523800, Water Distribution
	2400-17310-523800, Oasis Surface WTP
	2400-17610-523800, Pretreatment Program
	2420-17630-523800, Wastewater Collection
	2420-17699-523800, Storm Water

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CINTAS CORPORATION NO. 2

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 Cintas Corporation No. 2, a Nevada corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On April 1, 2012, under the U.S Communities Cooperative, the Harford County Public Schools entered into a contract with Contractor to purchase the goods and services described in the Cintas Facilities Solutions Agreement, Master Agreement #12-JOH-011C ("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 supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was April 1, 2012, until the date the contract expires on March 31, 2019, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond March 31, 2019. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until March 31, 2019.

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

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

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

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred twenty five thousand dollars ($125,000) annually or two hundred fifty thousand dollars ($250,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

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

City of Glendale
c/o Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

Cintas Corporation
c/o Tony Katrus
5501 W Hadley St
Phoenix, AZ 85043

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Cintas Corporation No. 2,
a Nevada corporation

By: Tony Katrus
Name: Tony Katrus
Title: Senior Sales Executive
12/29/2016

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CINTAS CORPORATION NO. 2

EXHIBIT A

Cintas Facilities Solutions Agreement, Master Agreement #12-JOH-011C
Contract Amendment #1
Contract Amendment #2
Contract Amendment #3
Contract Amendment #4
Contract Amendment #5
Addendum #1
Contract Renewal #1
Contract Renewal #2

MASTER AGREEMENT:
By and between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Avenure
Bel Air, MD 21014
AND
Cintas Corporation
6800 Cintas Blvd.
Mason, OH 45040

Contract #12-JLH-011C

THIS MASTER AGREEMENT made and entered into this 1st day of April, 2012, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS", or "District"), and Cintas Corporation, a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier").

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to a request by the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver facilities solutions including the rental and service of uniforms, mats, mops and towels, and other related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP #12-JLH-011, addenda, amendments, appendices and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state the terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto agree as follows:

A. **Services:** Supplier will provide Facilities Solutions as detailed in the referenced RFP and related services for HCPS in its response to the heretofore referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Agreement.

B. **Term:** The initial term of this Master Agreement shall be three (3) years from on or about April 1, 2012. This Master Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.

C. **Compensation:** HCPS agrees to pay and Supplier agrees to accept as compensation for the

products provided pursuant to this Master Agreement, the following:

1. The price proposal set forth in the best and final RFP Response, dated March 15, 2012 and marked Amendment 1.

D. **Invoicing:** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include – as applicable – the following data: Item Number, Purchase Order Number, Item Description, Quantity purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (I.e. Visa, MasterCard, etc.) which is the preferred method of payment.

E. **Insurance:** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.

F. **Termination of Contract:** This contract may be terminated as per the General Information of the RFP, Section 1, K (page 5) and General Requirements, Attachment G, VIII (page 85-86).

G. **Notification:** Notices under this Master Agreement shall be addressed as follows:

Jeffrey LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

Supplier:	Cintas Corporation
Attn:	Craig Jackson, Senior Global Account Manager
Address:	6800 Cintas Blvd
	Mason, OH 45040
Phone:	513-459-1200

The effective date of any notice under this Master Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Agreement, the waiver of any term or condition of this Master Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Agreement. This Master Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

H. **Governing Law:** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.

I. **Incorporation of Appendices:** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Agreement. In the event of any

apparent conflict between any provisions set forth in the main body of the Master Agreement and any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Agreement shall control.

J. **Entire Master Agreement:** This Master Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. The revised Best and Final Offer contained within Amendment 1 is also included and becomes part of the Master Agreement.

K. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of this Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by _____ 4/2/12

Superintendent of Schools **Date**

by _____ 4/10/12

Date

(Signature) President (Date)
Board of Education of Harford County

Attest: _____

Cintas Corporation

by _____ 3/23/12

Senior Global Account Manager **Date**

Attest: _____ 3/23/12

To access pricing information, please use your login at www.uscommunities.org.

Section A

Item	Item Number	Rental Unit Pricing
Men's Long Sleeve Shirt	935	$ 0.183
Men's Short Sleeve Shirt	935	$ 0.183
Men's Long Sleeve Shirt (Cotton)	330	$ 0.245
Men's Short Sleeve Shirt (Cotton)	330	$ 0.245
Men's Long Sleeve Shirt (Oxford)	374	$ 0.255
Men's Short Sleeve Shirt (Oxford)	374	$ 0.255
Men's Polo Shirt	259/262	$ 0.271
Men's Pants	945	$ 0.209
Men's Pants (cotton)	340	$ 0.344
Men's Pants (Elastic Waist)	N/A	$ -
Men's Pants (Jeans)	394	$ 0.296
Men's Cargo Pants	270	$ 0.326
Women's Long Sleeve Shirt	205	$ 0.173
Women's Short Sleeve Shirt	205	$ 0.173
Women's Long Sleeve Shirt (Cotton)	N/A	$ -
Women's Short Sleeve Shirt (Cotton)	N/A	$ -
Women's Long Sleeve Shirt (Oxford)	66528	$ 0.234
Women's Short Sleeve Shirt (Oxford)	66528	$ 0.234
Women's Polo Shirt	298	$ 0.271
Women's Pants	395/390	$ 0.275
Women's Pants (Cotton)	N/A	$ -
Women's Pants (Elastic Waist)	N/A	$ -
Women's Pants (Jeans)	394	$ 0.296
Chef Coats	82670	$ 0.234
Chef Pants	71125	$ 0.326
Aprons	67627	$ 0.148
T-Shirts	268	$ 0.194
Jacket (Lightweight) (per jacket)	677	$ 0.436
Jacket (Heavyweight) (per jacket)	970	$ 0.418
Jacket (Hi-Visibilty)	PURCHASE ONLY-60862	$ -
Jacket (Enhanced-Visibilty)	PURCHASE ONLY-59970	$ -
Jacket (Hi-Visibilty-With Liner)	PURCHASE ONLY-60926	$ -
Coveralls (Poly Cotton Blend)-Per Coverall	912	$ 0.306
Coveralls (Cotton)-Per Coverall	910	$ 0.418
Coveralls (Insulated)-Per Coverall	914	$ 0.764
Coveralls (FR)-Per Coverall	82302	$ 0.785
FR Shirts (per shirt)	60694	$ 0.387
FR Pants (per pant)	70644	$ 0.387

Lab Coats (per coat)	925	$ 0.245
Smocks	833	$ 0.163
Soiled Hamper	N/A	$ -
Emblem (waived on initial install for first 30 days)	N/A	**Cost**
Make Up Charge-waived on initial installation and for the first 30 days of service.	N/A	$ 1.529
Name Tag	N/A	$ 1.529
Delivery Fee	N/A	$ -
Size Premium	Price Per Garment	$ 0.153
Lockers		$ 3.57

Please note that all pricing given is based upon the per piece rental/lease price reflecting the investment new garments in a public agency uniform progr

Auto L/R's are not permitted!

Item No.	COMFORT SHIRTS	US Communities Price	LR Rate
865	PLEATED PANTS	$ 0.284	$ 22.418
271	Women's Comfort Shirt	$ 0.189	$ 16.712
299	PREMIUM PRO-KNIT POLO SHIRTS	$ 0.315	$ 23.947
366	HIGH IMAGE JACKETS	$ 0.454	$ 50.950
82497	00 White Polyester Butcher Coat	$ 0.277	$ 24.456
82497	80 Light Blue Polyester Butcher Coat	$ 0.309	$ 27.513
384	CARHARTT SHIRT	$ 0.408	$ 24.456
381	CARHARTT 5 POCKET JEAN	$ 0.469	$ 26.494
382	CARHARTT CARPENTER JEAN	$ 0.520	$ 29.551
383	CARHARTT WORK PANT	$ 0.469	$ 26.494

Additional Garment as of 8/4/2016			
275	HI PERFORMANCE POLO	$ 0.380	$ 28.000
66273	WOM HI IMAGE WORK SH	$ 0.280	$ 23.150
66275	POLO WMNS POLY SS	$ 0.380	$ 28.000

Auto L/R's are not permitted!

Item Number	Item Description	US Communities Price	LR Value
8704	3x5 Treadlock Mat	$ 5.273	$ 106.995
8705	4x6 Treadlock Mat	$ 5.741	$ 141.641
8706	3x10 Treadlock Mat	$ 7.960	$ 213.990
1802	3X5 SPRING STEP	$ 2.683	$ 66.235
84302	3X5 SAFETY MAT	$ 3.714	$ 66.235
1800	3X5 COFFEE MAT	$ 3.714	$ 66.235
84401	4X6 LOGO MAT **(requires buyback)**	$ 6.809	$ 180.000
84001	3X10 LOGO MAT **(requires buyback)**	$ 8.460	$ 229.275
1946	24' MOP FRAME	N/A	$ 10.190
1947	36" MOP FRAME	N/A	$ 10.190
1948	48" MOP FRAME	N/A	$ 10.190
1045	60" MOP FRAME	N/A	$ 10.190
6924	WOOD DUST MOP HANDLE	N/A	$ 10.190
6913	24OZ SYNTH WET MOP	$ 1.857	$ 15.285
6922	WOOD WET MOP HANDLE	N/A	$ 10.190
		$ -	
6999	12" MICROFB MOP FRAME	N/A	$ 9.681
7002	20" MICROFB MOP FRAME	N/A	$ 10.190
7001	36" MICROFBR MOP	$ 0.578	$ 12.228
7003	36" MICROFB MOP FRAME	N/A	$ 15.285
6930	MICROFBR MOP CONTAIN	$ 13.757	$ 91.710
7432	12"x12" MICROFIBER WIPER (BLUE)	$ 0.165	$ 2.446
7433	12"x12" MICROFIBER WIPER (Orange)	$ 0.165	$ 2.446
7717	16" x 16" MICROFIBER WIPER (WHITE)	$ 0.165	$ 1.325
8020	MICROFIBER TUBE MOP	$ 2.293	$ 20.380
9338	ALCOHOL FOAM SANITIZER SERVICE - 1000 ml	$ 5.044	$ 25.475
9329	ALCOHOL FOAM SANITIZER REFILL - 1000 ml	N/A	N/A
9314	HEAVY DUTY SOAP SCRUB SERVICE - 1000 ml	$ 2.366	$ 25.475
9315	HEAVY DUTY SOAP SCRUB REFILL - 1000 ml	N/A	N/A
9326	ANTIBACTERIAL FOAM SOAP SERVICE - 800 ml	$ 2.265	$ 25.475
9327	ANTIBACTERIAL FOAM SOAP REFILL - 800 ml	N/A	N/A
9312	MOISTURIZING SOAP SERVICE - 1000 ml	$ 1.816	$ 25.475
9313	MOISTURIZING SOAP REFILL - 1000 ml	N/A	N/A
9330	PAINT REMOVER HAND SCRUB SERVICE - 1000 ml	$ 3.026	$ 25.475
9331	PAINT REMOVER HAND SCRUB REFILL - 1000 ml	N/A	N/A
9332	ANTIBACTERIAL GEL SOAP SERVICE (FOOD SVC) - 1000 ml	$ 1.816	$ 25.475
9333	ANTIBACTERIAL GEL SOAP REFILL (FOOD SVC) - 1000 ml	N/A	N/A
9320	HAIR & BODY WASH SERVICE - 1000 ml	$ 2.036	$ 25.475
9321	HAIR & BODY WASH REFILL - 1000 ml	N/A	N/A
9322	INSTANT HAND SANITIZER SERVICE - 1000 ml	$ 2.806	$ 25.475
9323	INSTANT HAND SANITIZER REFILL - 1000 ml	N/A	N/A
9348	ANTIBACTERIAL SPRAY SOAP SERVICE - 800 ml	$ 3.723	$ 25.475
9349	ANTIBACTERIAL SPRAY SOAP REFILL - 800 ml	N/A	N/A
9980	SOAP DISPENSER - WHITE	$ -	$ 25.475
9982	AUTO SOAP DISPENSER - WHITE	$ -	$ 35.665
2161	SM SHOP TWL-WHT	$ 0.132	$ 0.459
2169	SM SHOP TWL-BLUE	$ 0.110	$ 0.459
9025	C PULL TOWEL RFL (Bill by Roll)	$ 6.420	$ 20.380
9110	JRT TOILET PAPER RFL (Bill by Roll)	$ 4.586	$ 20.380
9023	C PULL TOWEL SVC (Only for Flat Bill*)	$ 1.972	$ 20.380
9025	C PULL TOWEL RFL (Flat Billing Refill)	N/A	N/A
9109	JRT TOILET PAPER SVC (Only for Flat Bill*)	$ 1.266	$ 20.380
9110	JRT TOILET PAPER RFL (Flat Billing Refill)	N/A	N/A
9305	ELECTRONIC PAPER DISPENSER	N/A	$ 112.090
9019	ELECTRONIC PAPER RFL (Flat Billing Refill)	$ 6.878	$ 20.380
7699	C PULL TOWEL CASE (Qty 6)	$ 43.104	N/A
7702	JRT TOILET PAPER CASE (Qty 12)	$ 47.689	N/A
2864	BIB APRON - WHITE	$ 0.330	$ 4.484
2873	BIB APRON - BLACK	$ 0.330	$ 4.484
2861	BIB APRON - RED	$ 0.330	$ 4.484
2700	TERRY TOWEL	$ 0.128	$ 1.325
2964	STRIPE SWIPE TOWEL	$ 0.174	$ 1.325
2750	RIBBED TERRY TOWEL	$ 0.128	$ 1.325

2702	BLUE TERRY TOWEL	$ 0.128	$ 1.325
2921	STRIPE GLASS TOWEL	$ 0.174	$ 1.325
2701	#2 TERRY TOWEL	$ 0.128	$ 1.325
3035	GRILL PAD	$ 0.110	$ 1.997
6116	MM AIR FRESHENER SVC	$ 2.930	$ 25.475
6123	MM AIR FRESHENER RFL	N/A	N/A
6122	MM AIR FRESHENER REFILL - MANGO PARADISE	N/A	N/A
6119	MM AIR FRESHENER REFILL - CITRUS SLICE	N/A	N/A
9295	MM AIR FRESHENER REFILL - CLEAN BREEZE	N/A	N/A
6124	MM AIR FRESHENER REFILL - CINNAMON	N/A	N/A
9231	AUTO DRIP CLEAN SVC	$ 2.806	$ 35.665
9232	AUTO DRIP MANGO RFL	N/A	N/A
6515	AUTO FLUSH CLAMP SERVICE	$ 2.806	$ 229.275
9154	TOILET SEAT CLNR SVC	$ 1.857	$ 15.285
9155	TOILET SEAT CLNR RFL	N/A	N/A
9214	URINAL SCREEN RFL - CINNAMON	N/A	N/A
9210	URINAL SCREEN SVC	$ 1.039	N/A
7420	SAFWASHR FLD RFL SW4	$ -	$ 14.776
7524	SAFEWASHER FILTER	N/A	$ 14.266
7643	SAFEWASHER SW23 L/R	N/A	$ 1,681.350
7644	SAFEWASHER SW25 L/R	N/A	$ 1,681.350
7645	SAFWASHR FLD SW3 L/R		$ 14.776
7600	2 or 3 BUTTON DISPENSER INSTALL FEE* (ONE TIME CHARGE)	$ 50.950	N/A
7619	FOAMER DISPENSER INSTALL FEE (ONE TIME CHARGE)	$ 25.475	N/A
7500	CLEANING CHEMICAL DISPENSER MAINTENANCE FEE*	$ 2.751	$ 377.030
7550	3 COMPART SINK CHEMICAL DISPENSER MAINTENANCE FEE*	$ 2.751	$ 341.365
2294	FOAMING CHEMICAL DISPENSER MAINTENANCE FEE*	$ 2.751	$ 203.800
2271	FC1 - HEAVY DUTY FLOOR CLEANER	$ 1.284	N/A
2274	FC2 - BIO-BASED FLOOR CLEANER	$ 1.559	N/A
2282	FC3 - INDUSTRIAL FLOOR CLEANER/DEGREASER	$ 2.568	N/A
2272	FC4 - NEUTRAL FLOOR CLEANER	$ 0.734	N/A
2295	RR1 - HVY DTY RESTRM CLNR / DISINFECT - MOP BUCKET	$ 1.422	N/A
2275	GL1 - GLASS & MULTI-SURFACE CLEANER	$ 1.834	N/A
2276	RR1 - HVY DTY RESTRM CLNR / DISINFECT - BOTTLE	$ 2.797	N/A
2277	OC1 - ODOR COUNTERACTANT / FABRIC FRESHENER	$ 5.503	N/A
7544	FC1 - HEAVY DUTY CLEANER - BOTTLE	$ 1.284	N/A
7513	Z1 - HARD SURFACE SANITIZER	$ 3.072	N/A
2281	DG1 - HVY DTY FOAMING DEGREASER - BOTTLE / FOAMER	$ 1.376	N/A
2278	SK1 - POT & PAN DETERGENT	$ 1.101	N/A
2279	SK2 - THREE COMPARTMENT SINK SANITIZER	$ 1.101	N/A
7670	TRIGGER SPRAYER	$ 5.095	$ 5.095
7574	TRIGGER SPRAYER LABELS		$ 2.038
7716	QUAT STRIPS		$ 7.082
	*** Required for all Chemical Customers**		
7587	CINTAS DRAIN SERVICE	$ 31.589	$ 290.415
8523	DLM - DRAIN COVERS 2 INCH		$ 11.209
8524	DLM - DRAIN COVERS 3 INCH		$ 11.209
8526	DLM - DRAIN COVERS 4 INCH		$ 11.209
7705	SANIS ULTRACLEAN BASE CHARGE*	$ 30.570	N/A
7706	SANIS ULTRACLEAN SQ FT CHARGE*	$ 0.183	N/A
	* Weekly or EOW Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x $.183 = $73.20 + $30.57 Base Charge = $103.77		
	* Monthly Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x $.183 = $73.20 + $50.95 Base Charge = $124.15		
8000	8 COMPARTMENT HANGER LOCKER	$ 3.567	$ 504.405
8004	SOIL LOCK-UP	$ 3.006	$ 402.505
10196	3X5 TRAFFIC MAT - GRANITE	$ 4.050	$ 67.500
10197	4X6 TRAFFIC MAT - GRANITE	$ 5.175	$ 99.000
10198	3X10 TRAFFIC MAT - GRANITE	$ 6.300	$ 135.000
10199	4X8 TRAFFIC MAT - GRANITE	$ 7.425	$ 162.000
Auto L/R's are not permitted!			

SECTION B

Item	Item Number	Rental Unit Pricing	LR Pricing
Automotive Parts Washer		$ 30.560	N/A
Cotton Towels	2160	$ 0.061	$ 0.459
Microfiber Towels	7432	$ 0.153	$ 1.325
3x5 Carpet Mat	843XX	$ 2.038	$ 45.855
4x6 Carpet Mat	844XX	$ 2.517	$ 71.330
3x10 Carpet Mat	840XX	$ 2.996	$ 91.710
3X5 Scraper Mat	2477	$ 2.181	$ 45.855
2X3 Spring Mat	1801	$ 1.549	$ 50.950
3X5 Duralite Mat	1810	$ 2.372	$ 50.950
3X5 Logo Mat	84301	$ 2.364	$ 81.520
24" Dust Mop	2570	$ 0.815	$ 127.375
24" Dust Mop Frame	1946	N/C	$ 8.152
36" Dust Mop	2590	$ 0.968	$ 10.190
36" Dust Mop Frame	1947	N/C	$ 10.190
48" Dust Mop	2604	$ 1.274	$ 10.190
48" Dust Mop Frame	1948	N/C	$ 12.228
60" Dust Mop	2610	$ 1.478	$ 10.190
60" Dust Mop Frame	1045	N/C	$ 16.304
Wet Mop	2650	$ 1.406	$ 10.190
11" Microfiber Mop	6998	$ 0.275	$ 12.228
11" Microfiber Mop Handle	6999	N/C	$ 5.095
20" Microfiber Mop	7000	$ 0.459	$ 7.133
20" Microfiber Mop Handle	7002	N/C	$ 10.190

Auto L/R's are not permitted!

HARFORD COUNTY

Robert M. Tomback, Ph.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax. 410-893-2478

Purchasing Office

Jeffrey LaPorta, Supervisor of Purchasing
P:410.638.4083

HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #1
RFP# 12-JLH-011
FACILITIES SOLUTIONS

This amendment dated November 12, 2012 (hereinafter "Execution Date") is entered into between CINTAS CORP, a corporation organized and existing under the laws of the State of Nevada with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, or any of its subsidiaries, successors and assigns, and Harford County Public Schools, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014 or any of its subsidiaries, successors and assigns. This document amends the Master Agreement #12-JLH-011C signed by the parties April 1, 2012.

The Parties hereby further agree as follows:

CINTAS may provide to Harford County Public Schools and other participating public agencies who have registered with U.S. Communities any product or service in its enterprise not specifically referenced in the RFP # 12-JLH-011. Pricing for such products or services shall be maintained at a discount of no less than 10% on national voluntary book pricing. Where no national voluntary book pricing exists, local book pricing with a discount of no less than 10% shall prevail.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

CINTAS CORPORATION	HARFORD COUNTY PUBLIC SCHOOLS
By:	By: Jeffrey LaPorta
Title: Sr. Global Acct Mgr	Title: Supervisor of Purchasing
Date: 11/12/12	Date: 11/15/12

HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #2
CONTRACT #12-JLH-011C
FACILITIES SOLUTIONS

This Amendment dated May 2, 2014 (the Execution Date) is entered into between CINTAS, a corporation with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, and any of its subsidiaries and successors, and HARFORD COUNTY PUBLIC SCHOOLS, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014. This document amends the Master Agreement #12-JOH-011C signed by the parties on April 1, 2012.

The Parties herby further agree to the following:

A price increase of 1.9% on all invoices, effective as of the date of this Amendment. This price increase is effective for all prices, service charges, preparation fees, emblems and loss/replacement values and will affect the services with Cintas' Uniform Rental and Facility Services business divisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

Cintas Corporation

By: Craig Jackson
print name

signature

Title: Global Account Manager

Date: 5/2/14

Harford County Public Schools

By: Jeffrey LaPorta
print name

Jeffrey LaPorta
signature

Title: Supervisor of Purchasing

Date: 5/2/14

HARFORD COUNTY
PUBLIC SCHOOLS

Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
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Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #3
CONTRACT #12-JLH-011C
FACILITIES SOLUTIONS

This Amendment dated September 2, 2014 is entered into between CINTAS, a corporation with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, and any of its subsidiaries and successors, and HARFORD COUNTY PUBLIC SCHOOLS, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014. This document amends the Master Agreement #12-JOH-011C signed by the parties on April 1, 2012.

The Parties herby further agree to the following:

To accept the Cintas Facilities Solutions Agreement, (attached herein) and all of its language, terms and conditions, as part of the Master Agreement #12-JOH-011C.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

Cintas Corporation

By: Craig Jackson
print name

signature

Title: Global Account Manager

Date: 9/2/14

Harford County Public Schools

By: Jeffrey LaPorta
print name

Jeffrey LaPorta
signature

Title: Supervisor of Purchasing

Date: 9/2/14

CINTAS

FACILITIES SOLUTIONS AGREEMENT

Location No._____
Contract No._____
Customer No._____
Main Corporate Code → **50716**
Tile & Carpet Corporate Code → **50717**
Date_____

Customer/Participating Agency _____ Phone_____

Address_____ City_____ State_____ Zip_____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

- This agreement is effective as of this date _____, for a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).
- Name Emblem $_____ea • Company Emblem $_____ea
- Customer Emblem $_____ea • Embroidery $_____ea
- COD Terms $_____per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms – Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Minimum Charge $_____per delivery.
- Make-Up charge $_____per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $_____per garment.
- Seasonal Sleeve Change $_____per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
  Shop towel container $_____per week.
- Artwork Charge for Logo Mat $_____
- Uniform Storage Lockers: $_____ea/week, Laundry Lock-up: $_____ea/week Shipping: $_____
- Service Charge $_____per delivery.
  This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $_____ per garment will be assessed for employees size changed within 4 weeks of installation.
- Other_____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

__/__ ☐ ____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date

__/__ ☐ ____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

__/__ ☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No:_____ Please Sign Name_____

By: _____ Please Print Name _____

Title: _____ Please Print Title_____

Accepted-GM: _____ Email_____

US Communities Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

HARFORD COUNTY
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Purchasing Departmen
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #4
CONTRACT #12-JLH-011C
FACILITIES SOLUTIONS

This Contract Amendment #4 to the Master Agreement (this "Contract Amendment #4") is made as of June 10, 2015 between Harford County Public Schools, Maryland (the "Customer") and Cintas Corporation (the "Company").

WITNESSETH

WHEREAS, Customer and Company entered into that certain Master Agreement (Contract #12-JLH-011C) dated April 1, 2012 (the Agreement"); and as amended dated November 12, 2012 (the "Contract Amendment #1"); dated May 2, 2014 (the "Contract Amendment #2"); dated September 2, 2014 (the "Contract Amendment #3"); and September 15, 2014 (the "Contract Renewal");

WHEREAS, this agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance;

WHEREAS, the terms and conditions of any previous agreements, whether written or verbal, shall remain unchanged unless amended herein;

WHEREAS, the parties desire to amend the Agreement pursuant to the Direct Sale uniform program and its Terms and Conditions as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and Company agree as follows:

1. The attached list of Direct Sale uniform products (the attached **Exhibit A**) includes CINTAS' Catalog uniform program selection(s) for CUSTOMER's Uniform Program. CINTAS reserves the right to discontinue a Catalog item at any time. CUSTOMER may select a substitute item or contract for exclusivity on that item at that time.

2. CUSTOMER understands that it has no present or future liability for said items unless CUSTOMER's annual usage represents at least thirty-five percent (35%) of CINTAS' Catalog demand of any given item. In that event, CINTAS will inform CUSTOMER in writing as soon as it represents 35% of CINTAS' Catalog demand for a particular item, and CUSTOMER agrees to either reduce its usage to under 35% or contract for said products as necessary.

3. CINTAS' Terms and Conditions are attached on **Exhibit B**.

4. Unless specified otherwise in writing by the CUSTOMER, the garments supplied under this Amendment are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from CUSTOMER upon request and with an amendment to this Agreement. Customer warrants that none of the employees for whom garments are supplied pursuant to this Amendment require flame retardant or acid resistant clothing.

5. For any other business segment(s), another than government or public agencies which want to become a Participating Public Agency as described in the Agreement, for which the CUSTOMER wants to engage, CINTAS shall modify the terms and conditions of this Amendment to better aligned with the business practices of the additional business segment at hand.

6. This Amendment shall be effective for the term that mirrors the Agreement currently set to expire on March 31st 2017.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the day and year stated above.

Customer:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

By: Jeffrey LaPorte

Printed Name: Jeffrey LaPorte

Title: Supervisor of Purchasing

Date: 6/10/15

Company:

CINTAS CORPORATION

By: Todd McKeown

Printed Name: Todd McKeown

Title: VP Direct Sale Strategic Marketing

Date: 6/12/2015

Attachment(s): ***Exhibit A: Catalog Pricing and Uniform Options (Attached Excel Spreadsheet)***
Exhibit B: Direct Sale Terms and Conditions

APPROVED
CONTRACTS DEPARTMENT
6-12-15

Exhibit A: Catalog Pricing and Uniform Options

(See Attached Excel Spreadsheet)

Note:

1. Do prices noted above include embroidery, modifications and/or trim application?		YES	x	NO
2. Custom fabrics, trims and components to support your program are itemized above?		YES	x	NO

EXHIBIT B –Direct Sale Terms & Conditions

CINTAS will service CUSTOMER's account(s) based on the following:

1. Direct Sale payment terms are Net 30 days from date of invoice. A 1-1/2% monthly carrying charge will be added to all past due items.

2. Direct Sale shipments will be F.O.B. Shipping Point (Chicago/Mason/Toronto) ground, best way surface shipment unless otherwise specified on the Purchase Order. Freight will be prepaid and added to the invoice.

3. Should CUSTOMER require a billing format other than Cintas' standard format, an additional fee may be assessed. EDI Services may be considered "non-standard" and may incur an additional fee.

4. A $5.00 service charge will be added to all Direct Sale orders totaling less than $50.00.

5. Direct Sale Rush Order charges – All CINTAS stocked product orders that are requested by CUSTOMER to be shipped earlier than current lead times will be assessed a $1.50 Rush Order charge per item unless due to CINTAS error or omission.

6. Trademarks - CUSTOMER hereby grants permission to CINTAS, to use CUSTOMER's name and trademarks not only for the manufacturing and sale of products and promotional materials to CUSTOMER but also for the use in CINTAS' own marketing and promotional materials. In using CUSTOMER's name and trademarks, CINTAS will in no way represent that it has any rights, title or interest in and to the name and trademarks of CUSTOMER other than the permission granted herein and agrees that its use will not defame or bring CUSTOMER's name or trademarks into disrepute.

7. Marketing Collateral – Cintas shall provide standard marketing materials/collateral. Extraordinary marketing services requirements may be provided at an additional fee.

8. CUSTOMER understands that its supply of e-mail addresses will allow CINTAS, its affiliated companies and selected delivery services to send e-mail marketing messages to CUSTOMER which promote products provided by CINTAS. Each e-mail message CUSTOMER receives will contain an opportunity for CUSTOMER to request removal from future electronic mail lists. Should a removal be requested, CINTAS will remove requested e-mail address from our mailing list within seven (7) days.

9. Direct Sale returns will be accepted on unworn, unwashed general stock goods. There will be a restocking charge on all returned merchandise after sixty (60) days from delivery unless return is caused by CINTAS. Claims for returns by CUSTOMER must be asserted within one (1) year from date of shipment.

10. Custom or specially manufactured, modified, specially-manufactured custom sizes, or altered garments are not subject to exchange or return, except in the event of defect in materials or workmanship. In such event, CINTAS will replace, repair or issue refund at its discretion.

11. Shipments will be made in accordance with instructions received from CUSTOMER's corporate headquarters, or from the CUSTOMER's units' purchase order(s).

12. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to the applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.

Confidential Information: This agreement contains information confidential and proprietary to Cintas Corporation and is the sole property of Cintas Corporation. This agreement and information contained herein may not be used, disclosed, distributed or reproduced for any purpose, other than as required for the evaluation of the agreement by employees of CUSTOMER without the prior written authorization of Cintas Corporation and those so authorized may only use the information for the purpose of evaluation consistent with the authorization. Reproduction of any section of this agreement or any attachments hereto must include this legend.

HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #5
CONTRACT #12-JLH-011C
FACILITIES SOLUTIONS

This Contract Amendment dated July 13, 2016 is made and entered into between CINTAS, a corporation with its principal office located at 6800 Cintas Blvd, Cincinnati, OH 45262-5737, and any of its subsidiaries and successors, and HARFORD COUNTY PUBLIC SCHOOLS, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014. This document amends the Master Agreement #12-JLH-011C signed by the parties on April 1, 2012.

The Parties further agree to the following:

CINTAS Fire Protection shall be allowed, in instances where a State, County, or Municipality and/or their agencies by state require Prevailing Wage standards, CINTAS Fire Protection shall be allowed to amend its pricing schedule with pricing up to the prevailing wage standard of the agencies state or jurisdiction, with the rate not to exceed the following:

LABOR - R	PREVAILING WAGE - Labor Regular Hours, per hour	ea	$	185.00
LABOR - O	PREVAILING WAGE - Labor Overtime Hours, per hour	ea	$	278.00
LABOR - W	PREVAILING WAGE - Labor Weekend/Holiday Hours, per hour	ea	$	350.00
ESC	PREVAILING WAGE - Emergency Call - Minimum, plus LABOR Charge	ea	$	425.00

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 7/25/16

CINTAS

By: _____
Signature

Name: Craig Jackson

Title: Global Account Manager

Date: 7/21/16

Approved
Office of Counsel

Addendum to Standard Uniform Rental Service Agreement between Cintas Corporation and Maricopa County.

Dated: 5/18/2016

This agreement is tied to the Hartford County Public Schools Contract #12-JLH-011C

Cintas Contract # 8584

Cintas Customer #'s: 8881,8875,8894,8882,8883

1. Adding the following option:

Uniform Advantage $ .08 (for none Fire Retardant Garments) per garment.

Premium Advantage $.09 (applies to FRC garments only) per garment.

Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage does not cover lost or unreturned garments. The customer or Company may cancel Uniform Advantage at any time.

All other terms and pricing remain in effect.

Cintas Location #466

Print Todd Snider Service manager

Sign [signature]

Date 5/18/16

Maricopa County

Print Leslie L. Bergsinger

Sign [signature]

Date 5/18/16

HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Engage • Achieve

Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

CONTRACT #12-JLH-011C RENEWAL
April 1, 2015 – March 31, 2017

This contract renewal is made and entered into this 15th day of September, 2014, by Cintas, of 6800 Cintas Boulevard, Cincinnati, Ohio (hereafter referred to as Contractor), and Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner).

WHEREAS, Owner and the Contractor have entered into an Agreement dated April 1, 2012 (hereafter referred to as the Contract), for the Contractor to furnish rental of uniforms and related facility solutions in accordance with RFP #12-JLH-011.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

THEREFORE, for and in consideration of the mutual promises to each other, the parties do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to exercise its option to renew this contract for two (2) years for the time period from April 1, 2015 through March 31, 2017.
2. Pricing structures, all other terms, conditions and provisions of the Contract remain in effect.

One additional renewal option for two (2) years still remains available.

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement in duplicate originals, one of which is retained by each party the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 11/24/14

CINTAS

By: _____
Signature

Name: Craig Sanborn

Title: Global Account Manager

Date: 11/20/14

HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Barbara P. Cariavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

CONTRACT #12-JLH-011C RENEWAL
April 1, 2017 – March 31, 2019

This contract renewal is made and entered into this 23rd day of March, 2016, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Cintas, of 6800 Cintas Boulevard, Cincinnati, Ohio (hereafter referred to as Contractor).

WHEREAS, Owner and the Contractor have entered into an Agreement dated April 1, 2012 (hereafter referred to as the Contract), for the Contractor to furnish rental of uniforms and related facility solutions in accordance with RFP #12-JLH-011.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

THEREFORE, for and in consideration of the mutual promises to each other, the parties do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to exercise its option to renew this contract for two (2) years for the time period from April 1, 2017 through March 31, 2019.
2. Current pricing structures, all other terms, conditions and provisions of the Contract remain in effect unless revised by formal Contract Amendment.

This is the last renewal option available for this contract.

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement in duplicate originals, one of which is retained by each party the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 3/28/16

CINTAS

By: _____
Signature

Name: Chris Jackson

Title: Global Account Manager

Date: 3/25/16

Approved
Office of Contract Compliance

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CINTAS CORPORATION NO. 2

EXHIBIT B
Scope of Work

PROJECT

Cintas Corporation will provide uniform rental and laundry service for the City of Glendale Water Services Department.
Cintas Corporation will also allow for the purchase of garments on an as-needed basis.

Harford County Public Schools
102 South Hickory Avenue
Bel Air, Maryland 21014

Purchasing Department
410-809-6044

RFP #12-JLH-011

REQUEST FOR PROPOSALS

FOR

FACILITIES SOLUTIONS:

INCLUDING THE RENTAL AND SERVICE OF UNIFORMS, MATS, MOPS AND TOWELS AND OTHER RELATED PRODUCTS AND SOLUTIONS

Proposals Due: February 16, 2012, 2:30 pm EDT

THIS SOLICITATION IS MADE ON BEHALF OF HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND AND OTHER GOVERNMENTAL AGENCIES AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE.

See Information on Page 7, Paragraph P. regarding the date/time of the Pre-Proposal Conference

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REQUEST FOR PROPOSAL

FACILITIES SOLUTIONS:
INCLUDING THE RENTAL AND SERVICE OF UNIFORMS, MATS, MOPS AND TOWELS AND OTHER RELATED PRODUCTS AND SOLUTIONS

Section I - General Information

A. Introduction

It is the intent of this RFP to solicit sealed proposals from qualified business entities to provide a comprehensive solution of a broad scope of facilities solutions on a national level, including the rental and service of uniforms, mats, mops, and towels and other related products and facilities solutions.

The method of procurement will be a competitive negotiation via a Request for Proposal (RFP) which may include the submission of best and final offers.

Price will not be the sole determinant for the award. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around best value which may include among other criteria: price, quality, performance references, financial information and the ability to successfully supply public entities throughout the United States.

B. Background

This solicitation is on behalf of Harford County Public Schools and those public entities that elect to access the Master Agreement through the U.S. Communities Government Purchasing Alliance.

The Harford County Public Schools System (HCPS) is the seventh largest of the 24 Maryland School Systems. HCPS has 54 schools and a total enrollment of approximately 40,000 students. We invite you to learn more about our district by visiting our website at http://www.hcps.org.

C. Procurement Administrator

Jeff LaPorta, CPPB, Supervisor of Purchasing, will administer the solicitation process and will be the point of contact for purposes of this Request for Proposal. All questions and inquires should be emailed to jeff.laporta@hcps.org. All questions should be received by the close of business on January 27, 2012 at 4:00 pm EDT. Responses will not be made to telephone, faxed or mailed inquires.

D. Proposal Submission

One (1) original and eight (8) copies including four (4) CD's or flash drives of the Technical Proposal are required, as well as two (2) Price Proposals. Proposals shall be submitted to, or hand delivered to,

Harford County Public Schools, 102 S. Hickory Avenue, Bel Air, Maryland 21014 to the attention of the Purchasing Department no later than February 16, 2012 at 2:30 pm EDT.

Technical and Cost Proposals shall be in separate sealed envelopes/containers. Cost Proposals must be submitted on the Bid Form/Price Sheet provided. Proposals must be clearly labeled showing the RFP number, firm's name and address, and the proposal due date on the outside. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time. The Register of Proposals shall be open for inspection after award of the contract.

E. Proposal Acceptance

Proposals including price must remain valid for a period of not less than ninety (90) days to allow for evaluation, School Board approval and contract execution. Harford County Public Schools reserves the right to accept or reject any or all proposals, waive informalities and select the most favorable proposal that will serve its best interest as well as the best interest of those participating governmental entities.

F. Calendar of Events (Subject to Change)

Event	Date
Issue RFP	January 12, 2012
Pre-Proposal Conference (not mandatory)	January 19, 2012 - 10:30am to 12:00pm EDT
Deadline for receipt of questions via email	January 27, 2012 by 4:00pm EDT
Issue Addendum/s (if required)	February 3, 2012
Proposal due date	February 16, 2012 by 2:30pm EDT
Finalist firms notified/interviewed	on or about March 1, 2012
Negotiation of Best & Final Offer	on or about March 2, 2012
Approval-Board of Education	March 26, 2012
Contract Effective Date	April 1, 2012

G. Incurring RFP Preparation Cost

Harford County Public Schools accepts no responsibility for any expense incurred in the proposal preparation, on-site presentation, mailings, etc.

H. Insurance Requirements

Insurance requirements are contained in General Requirements, attached herewith. The Contractor must have in force and will maintain insurance, including workers compensation, not less than the amounts specified. These insurance requirement are only specific to purchases made to HCPS and does not apply to other entities who use this agreement. Individual public entities will have their own specific insurance requirements.

I. Confidential Information

Trade secrets or proprietary information submitted in response to this solicitation must be clearly labeled as "Confidential" and may not be disclosed unless required under the appropriate freedom of information statute. Proposers must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. If awarded, the RFP and all related documents and proposal submissions will become part of the contract award.

J. Contract Term

The term of the contract will be for three (3) years following the contract award date with the option to renew for three (3) additional one (1) year periods. There may be annual negotiations of price, terms and discounts with any changes taking effect on the anniversary date of the contract. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) U.S. City Average, Baltimore Region (Washington-Baltimore).

K. Termination for Cause/Convenience

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Harford County Public Schools may terminate the contract by 30 day written notice to the Contractor. HCPS can affirmatively collect damages which may result from the Contractor's breach.

Harford County Public Schools may terminate all or any part of the Contract for the convenience of the Harford County Public Schools with 30 day written notice. The Contractor will be paid for reasonable costs incurred to the date of termination, if applicable.

L. Disputes

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question shall be referred to the Harford County Public Schools Supervisor of Purchasing, who shall decide the issue and provide a written response to the Contractor. The decision of the Supervisor of Purchasing shall be final and conclusive.

The Contract shall be governed by the laws of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties seeking any and all remedies provided by law. All protests must be in writing and submitted to the Supervisor of Purchasing. Prior to dispute resolution through the appropriate legal means, i.e. adjudicated by the appropriate Courts, the parties will participate in Alternative Dispute Resolution (ADR), in an attempt to resolve the dispute in accordance with the commercial Rules of the American Arbitration Association in effect at the time. All disputes shall be decided by a single arbitrator. All costs associated with ADR will be borne by the Awarded Contractor.

M. Billing and Payment

Specific to HCPS, unless otherwise instructed, the preferred method of payment is by US Bank Visa credit card. If this is not possible, invoices must be submitted to the Accounts Payable Office, 102 S. Hickory Ave., Bel Air, Maryland, 21014. Purchase order numbers or contract numbers must appear on the invoice.

Please advise in your Technical Proposal if payment via VISA credit card is not acceptable.

Specific to other entities that may access this contract via the Master Agreement payment methods will be entity specific and may include, credit card payment, payment by invoice, or other options including electronic payment. Any unacceptable payment options must be clearly articulated in the technical submission.

N. Multi-Agency Procurement

Harford County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this Request for Proposal. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

O. About This Document

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that Harford County Public Schools is seeking a solution, as described in the cover page and in the following sections, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest prices proposed may not guarantee an award recommendation. As defined in the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor(s) approach meets the desired requirements and needs of Harford County Public Schools. Those criteria that will be used and considered in evaluation for award are set forth in this document.

No negotiations, decisions, or actions shall be initiated by any proposers as a result of any verbal discussion with any Harford County Public Schools member or U.S. Communities staff prior to the opening of proposals in responses to this document. RFP Offerors shall make no contacts – either written or verbal – with any individual other than the individual identified herein during the period beginning with the issuance of this RFP through approval of award. Any attempt by a supplier/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposal from the proposer from further consideration.

As applicable to the service identified in this solicitation, trade secrets or proprietary information submitted by a supplier/proposer in connection with this solicitation may not be subject to disclosure.

Proposers must clearly identify the materials to be protected and state the reasons why protection is necessary.

If awarded, this RFP document in its entirety including attachments, appendices and addendums will become part of the Contract. Harford County Public Schools reserves the right to reject any or all proposals at any time and make necessary arrangements to contract for the services or work described and proposed in the manner most feasible and applicable when in its best interest to do so.

P. Pre-Proposal Conference

A pre-proposal conference will be held on January 19, 2012 beginning at 10:30 am EDT. The location will be at the Harford County Public Schools Administration Building, 102 S. Hickory Avenue, Bel Air, MD 21014, 2nd Floor, Room 234.

The conference is not mandatory. Interested proposers are strongly encouraged to attend.

Q. Multiple Awards

It is the intent of HCPS to make a single award, but reserves the right to make multiple awards at its discretion.

Section II – Performance Work Statement

Outcome

The expected outcome of this proposal is to enter into a contractual relationship with a business partner who will provide commodities and services incidental to providing K-12 school districts, community colleges, higher education institutions, municipalities, counties, state agencies and other participating public agencies throughout the United States with the service of rental of uniforms, mops, mats and towels and other products and solutions and the most extensive and comprehensive array of facilities solutions at the lowest possible cost. Products must meet the highest quality control standards and be durable and reliable.

The primary focus of this RFP is to award a national contract(s), to those supplier(s) that offer the most comprehensive solutions to the above outcome statement.

Proposer must demonstrate that they have comprehensive solutions to provide the rental of uniforms, mops, mats and towels and other products and facility solutions in a fast and effective manner.

Proposers are encouraged to detail in their Technical Proposal any related value added services that will benefit contracting agencies.

Proposal Submission

This RFP requires a two-part submission process. Separate Technical and Price Proposals are to be submitted in sealed envelopes on the date and time stipulated. One (1) original and eight (8) copies (total of 9) and four (4) CD's or flash drives of the Technical Proposal are required. Two (2) copies of the Cost Proposal are required. The proposal due date is February 16, 2012 at 2:30 pm, EDT. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time and will be available for inspection after award of the Contract.

Definitions

Definitions as used herein:

A. The term "solicitation" used in this document means this Request for Proposal (RFP).
B. The term "offer and "proposal" are used synonymously and mean a response to this solicitation.
C. The terms "offeror" and "proposer" are synonymous and refer to the entity/business/individual that submits a response to this solicitation.
D. Harford County Public Schools, Maryland may be referred to as "HCPS".
E. Rental of garments includes cleaning and laundering.
F. Lease of garments excludes cleaning and laundering.

Specific Information Requested From All Proposal Submitters

Harford County Public Schools may make such investigations deemed necessary to determine the ability of the Offeror to furnish the necessary requirements described herein. The Offeror shall furnish, to

Harford County Public Schools, all data and information requested in order to determine the Offerors ability to perform under this RFP. Harford County Public Schools reserves the right to reject any offer if the evidence submitted by, or investigation of, such Offeror fails to satisfy Harford County Public Schools that such Offeror is qualified to carry out the obligations of the contract.

The following is a checklist of required information:

#	**Item**	**Complete**
1	1 Original Technical Proposal and 8 Copies and 4 CD's or flash drives (pg 3 & 8)	
2	2 Price Proposals (pg 3 & 8)	
3	Acceptance of procurement cards? (pg 5-6)	
4	Technical Proposal Criteria – Specific Requirements A-O (pg 11)	
5	Technical Proposal Criteria – Specific Conditions (pg 12-13)	
6	Price Proposal Criteria (pg 13-14)	
7	Supplier Qualification Worksheet (pg 24)	
8	Supplier Information (pg 27-30)	
9	Attachment A – Technical Proposal Signature Sheet (pg 31)	
10	Attachment C – U.S. Communities Administration Agreement, signed unaltered, (pg 34-44)	
11	Attachment G - General Requirements – specific to HCPS (pg 84-90)	
12	Attachment H - Insurance Requirements – specific to HCPS (pg 91-94)	
13	Anti-Bribery Statement (pg 95)	
14	Bid Form/Price Sheet (pg 96-101)	
15	Price Proposal Signature Sheet (pg 101)	

Section III – Evaluation and Selection Process

The evaluation criteria are set forth below and are intended to be the basis by which each proposal shall be evaluated. This is a two-step evaluation process. Technical Proposals and Price Proposals shall be submitted separately and labeled accordingly. Technical Proposals will be evaluated first. Each proposal will be assigned an adjectival rating as described below. A short list will be prepared of the top two highest ranking technical proposals. These two finalist firms may be invited to provide an oral presentation either on-site or via teleconference and to negotiate best and final offers, both in terms of Technical and Price Proposals. Based on a final evaluation of both Technical and Price Proposals from the two finalist firms, a selection will be made. The highest ranking firm shall be given first rights for finalization of a contract agreement.

Evaluation Criteria Definitions:

A. Discussion: Written or oral communications including negotiations between the Harford County Public Schools and an Offeror that involves information essential for determining the acceptability of the Proposal or to cure identified defects in the Proposal.
B. Clarification: Communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. Unlike discussion, clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in revision.
C. Deficiencies: Any defects in the proposal which preclude acceptance. Involves any part of the Offeror's Proposal which would not satisfy the minimum requirements established in this solicitation. It may also include failure to provide information and questionable technical or management approaches.
D. Weakness: Aspect of or omission from an Offeror's proposal that includes ambiguities and conflicts within the Proposal, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information that prevent the evaluators from knowing the intent of the Proposal.
E. Strengths: Elements of the Proposal that meet or exceed the outcomes identified and may provide additional benefits beyond what is specified.

Adjectival Ratings:

A. Outstanding (90-100): Exceeds evaluation standards in a beneficial way and meets the outcomes identified, and contains strengths and no weaknesses or deficiencies. The Proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards.
B. Excellent (80-89): Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards.
C. Acceptable (70-79): Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable.
D. Marginal (60-69): Fails to meet evaluation standards. Lacks essential information to support the Proposal. Does not contain the outcomes and contains significant weaknesses.

E. Unacceptable (59 or less): Fails to meet minimum evaluation standards and the deficiencies and weaknesses are uncorrectable. Demonstrated a lack of understanding of requirements or omissions of major areas.

TECHNICAL PROPOSAL CRITERIA:

Qualifications, Technical Ability and Management Approach

Technical Proposals should be bound and organized with a table of contents.
Your Technical Proposal must answer and address the following:

Specific Requirements

A. Name of firm, address, telephone number, fax number, primary contact with email address and website address.
B. Is your organization a subsidiary, parent or affiliate of any other firm?
C. Include a brief history and description of your company.
D. Provide three references for clients to which you are providing similar service. List the names, email addresses and telephone numbers in order to contact the references provided.
E. Discuss your ability to meet the outcomes and standards identified.
F. Explain past performance of related experiences with regards to contracts of similar scale, scope and complexity.
G. A detailed narrative that describes the strengths of the company, its understanding of the Performance Work Statement, and includes all of the information requested.
H. Describe the firm's approach to meeting the overall requirements and deliverables stated herein. Include a narrative describing how your company can meet the outcome of providing the most comprehensive facilities solutions including but not limited to uniforms, mops, mats and towels.
I. Describe how your company can meet the criteria noted in the Specific Conditions section (pg. 12)
J. U.S. Communities Administration Agreement, signed unaltered – Attachment C, must be included with the Technical Proposal.
K. Complete the Supplier Qualification Worksheet and include with the Technical Proposal.
L. Complete the Supplier Information and include with the Technical Proposal.
M. Provide a Diversity Statement which states your corporate commitment to engage, utilize and partner with Minority and Women owned business and other business entities identified as Disadvantaged Business Enterprises (DBE).
N. Include your business statement covering your position relative to sustainable business practices. Please indicate if you can provide an annual report that identifies the "Green Products" carried in your catalog or otherwise provided under this agreement. Also address whether your company will use and/or supply "Green Products" for all cleaning jobs such as bathroom and carpet cleaning. What is your process if you do not have "Green Products" for the assigned task?
O. List any and all additional fees/charges your company has that are not reflected on the Bid Form. Charges such as restocking fees, cost for premium uniform sizes (XXL etc), fuel surcharges, etc.

Specific Conditions

A. All Offerors shall be primarily engaged in facilities solutions and shall be actively engaged in this field for over 3 years.

B. **SAMPLES ARE REQUIRED PRIOR TO BID OPENING. Samples will be received in the Purchasing Office no later than the Proposal due date and time.** Samples shall be plainly marked with the name of the Offeror and the manufacturer of the item. All samples shall be addressed to the Purchasing Department, Harford County Public Schools, 102 S. Hickory Ave., Bel Air, MD 21014, Attn: Jeff LaPorta. Samples submitted may be subject to examination and test and Harford County Public Schools shall reserve the right to use all samples in any manner which may best serve in final determination of the successful Offeror, even if said examination and test results in damage to or destruction of sample. All samples shall be furnished at no cost to Harford County Public Schools. Samples should include one (1) of each of the following:

Men's Clothing
Shirts, Long Sleeve (Poly/Cotton blend)
Shirts, Long Sleeve (cotton)
Shirts, Short Sleeve Polo Style (poly/cotton blend)
Trousers (poly/cotton blend)
Trousers (cotton)
Jackets, Lightweight
Jackets, Heavyweight

Other
Smocks
Coveralls (poly/cotton blend)
Coveralls (Fire Retardant)

C. Method of Ordering and Delivery

1. Rental service (with laundering) of uniforms shall include weekly pick-up of soiled clothing and deliver of equivalent clothing, cleaned and laundered. Upon delivery/pick-up at each location, the route driver shall submit documentation of what is being delivered and what is being picked-up by employee.

2. Lease service (without laundering) of uniforms shall include weekly visits to each location. The route driver shall check with the Lead Custodian, or designee, for any items in need of repair or replacement. The route driver shall submit documentation of what is being delivered and what is being picked-up by employee.

3. Uniforms for new/additional employees shall be supplied within 10 business days.

4. Harford County Public Schools shall inspect items upon delivery. The route driver shall log any inadequacies.

5. Uniforms shall be delivered on coat hangers to approximately sixty (60) locations throughout Harford County. Delivery and pick up shall be made Monday thru Friday, between the hours of 8:00AM and 3:30PM. The established delivery day for a given location shall remain the same throughout the Contract. Any change in delivery day shall require advance written notification. Exact delivery locations and addresses shall be provided to the Successful Vendor. ALL delivery locations MUST be visited once per week unless otherwise established in writing.

6. Delivery drivers are required to hand count uniforms coming in and going out and confirm such count with the Head Custodian or other designee in charge.

D. Invoicing

1. Invoices and any related billing documents must be guaranteed to be accurate and only reflect charges actually incurred by Owner. Repeated instances of inaccurate, or over-billing may result in contract termination.

E. Warranty and Replacement

1. All garments furnished at initial contract inception shall be guaranteed by the Successful Offeror to be like new and free from any defects. Garments showing defects shall immediately be replaced at no cost to the Participating Public Agency. Frayed or badly worn garments shall be replaced as requested, at no cost during the term of the Contract. Stained clothing shall be cleaned to the Participating Public Agency's satisfaction or replaced as requested.

2. All alterations, repairs (zippers, buttons, tears, split seams, etc.) and replacement of defective garments shall be the responsibility of the successful Offeror. The maintenance of garments in presentable condition shall be the responsibility of the Successful Offeror. The Successful Offeror shall make repairs as necessary, within ten (10) days of notification. The driver shall leave service request forms with each department.

3. Failure to repair garments, or to replace worn-out garments with new garments within ten (10) days from initial notification, will be considered unsatisfactory performance and may result in termination.

F. Uniforms and Measurements

The Successful Offeror shall supply services to measure individual employees, at the job site, to insure proper fit of garments. All garments shall be delivered within thirty (30) days from the award date of the Contract. The Successful Offeror shall be prepared to start measuring for uniforms upon contract award.

PRICE PROPOSAL CRITERIA:

The Price Proposal must be submitted separately from the Technical Proposal.

a. Offerors shall quote pricing for weekly rental with cleaning per employee, based on a weekly allotment of eleven (11) shirts and eleven (11) trousers
b. Offerors shall quote pricing for weekly lease (no cleaning), based on a weekly allotment of ten (10) shirts and five (5) trousers.
c. Offerors shall quote pricing for weekly rental of coveralls based on a weekly allotment of three (3) coveralls
d. The Bid Form lists products and services that a pricing response is solicited for. Be aware that all pricing **submitted must be inclusive of all fees and service charges.**

In addition please provide an excel spread sheet that provides pricing for any products that you offer that were not included on the Bid/Pricing Form.

Please also provide your pricing for special order garments, and define what is a special order garment.

Selection and Contract Finalization

Harford County Public Schools reserves the right to terminate negotiation when, in its judgment, negotiations have reached an impasse. The Successful Offeror will be required to execute a contract with Harford County Public Schools and the Contract will include all of the provisions of this RFP, including conditions, attachments and addenda issued. Unsuccessful Offerors may request a debriefing meeting concerning the selection process. The debriefing will occur after contract award.

Section IV – Overview of U.S. Communities Supplier Qualifications

1. MASTER AGREEMENT

Harford County Public Schools (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a Comprehensive facilities solution including rental of uniforms, mops, mats and towels (herein "Products and Services").

ALL PRODUCTS OFFERED MUST BE LIKE NEW AND FREE FROM ANY DEFECTS.

2. OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

The intent of the RFP is to enter into contract(s) which will allow schools, higher education institutions, municipalities, counties, state agencies and certain not for profit organizations to provide the rental of uniforms, mops, mats and towels and other products and solutions.

The successful suppliers must be capable of providing complete and comprehensive solutions to provide the rental of uniforms, mops, mats and towels and other products and solutions to participating public agencies. The primary focus of this RFP is to award a national contract(s), to those suppliers that offer the most comprehensive solutions to provide the rental of uniforms, mops, mats and towels and other products and solutions to the target market above.

4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The Contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

City of Los Angeles, CA	Hillsborough Schools, FL
Fairfax County, VA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
North Carolina State University, NC	Maricopa County, AZ
Fresno Unified School District, CA	Miami-Dade County, FL
City and County of Denver, CO	Salem-Keizer School District, OR
Hennepin County, MN	City of San Antonio, TX
Emory University, GA	San Diego Unified School District, CA
Denver Public Schools, CO	City of Seattle, WA
Harford County Public Schools, MD	Great Valley School District, PA

Participating Public Agencies

Today more than 47,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $1.6 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. Harford County Public

Schools is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the Terms and Conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Attachment B.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement Harford County Public Schools and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2010 purchased more than $138 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

Suppliers Qualifications/Information:

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always solely present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also

provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the RFP or ITB. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original RFP or ITB;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

U.S. Communities Administration Agreement

The Supplier is required to execute, unaltered, the U.S. Communities Administration Agreement (attached hereto as Attachment C) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
RFP - Faclities Solutions
#12-JLH-011

SUPPLIER QUALIFICATION WORKSHEET
(Must be included with Technical Proposal)

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES____ NO____

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to provide service in Alaska and Hawaii?
YES____ NO____

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 50 U.S. states?
YES____ NO____

D. Did your company have sales greater than $50 million last year in the United States?
YES____ NO____

E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES____ NO____

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____

G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES____ NO____

H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____

I. Will your company commit to the following program implementation schedule?
YES____ NO____

J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____

Submitted by:

_____ _____
(Printed Name) *(Signature)*

_____ _____
(Title) *(Date)*

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	**One Week**
Discuss expectations	
Establish initial contact people & roles	
Outline kickoff plan	
Establish WebEx training date	
2. Administration Agreement Signed	**One Week**
Lead Public Agency agreement signed	
3. Supplier Login Established	**One Week**
Complete Supplier initiation form	
Complete Supplier product template	
Create user account & user ID - Communicate to Supplier	
4. Initial Sr. Management Meeting	**Two Weeks**
Review commitments	
Discuss National Account Manager (NAM) role & staff requirements	
Discuss reporting process & requirements	
Review kickoff plan	
Determine field sales introductory communication plan	
5. Initial NAM & Staff Training Meetings	**Two Weeks**
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Discuss sales organization & define roles	
Review with NAM	
Review process & expectations with NAM and lead referral person	
Discuss marketing plan and customer communication strategy	
Discuss Admin process/expectations & provide admin support training	
6. Review Top 10 Local Government Contracts	**Two Weeks**
Determine strategies with NAM	
7. Program Contact Requirements	**Two Weeks**
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
Dedicated fax number	
8. Web Development	
Initiate IT contact	**Two Weeks**
Website construction	**Three Weeks**
Website final edit	**Four Weeks**
Product upload to U.S. Communities site	**Four Weeks**

9. Sales Training & Roll Out	
Regional Manager (RM) briefing - Coordinate with NAM	**One Week**
Initial remote WebEx training for all sales - Coordinate with NAM	**Two Weeks**
Top 10 metro areas - Coordinate with NAM & RM	**Four Weeks**
Initiate contact with Advisory Board (AB) members	**Four Weeks**
Training plan for other metros	
10. Marketing	
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	
11. Green Initiative	
Identify Green Products	**Two Weeks**
- Certifications	
- New product identification	
Identify green expert	
Green reporting	**Six Weeks**
Upload product to U.S. Communities website	**Four Weeks**
- Product description	
- Picture	
- SKU	
Green marketing material	**Six Weeks**
- Approved by U.S. Communities	
- Printed/ Images	
- Articles/ Best Practices/ Supplier internal green practices	
- Workshops	
- Green tradeshows	
- 3rd Party green vendors	

SUPPLIER INFORMATION

(To be submitted in the Technical Proposal)

Company

1. Total number and location of sales persons employed by your company in the United States; Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Number and location of distribution outlets in the United States (if applicable);

3. Number and location of support centers (if applicable);

4. Annual sales for 2009, 2010 and 2011 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2009, 2010, AND 2011			
Segment	**2009 Sales**	**2010 Sales**	**2011 Sales**
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

6. Provide a list with contact information of your company's ten largest public agency customers. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

Distribution

Describe how your company proposes to distribute the Products nationwide.

1. Identify all other companies that will be involved in servicing, processing, handling or shipping the Product/Service to the end user.

2. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.

3. Provide the number, size and location of your company's distribution facilities and warehouses.

4. State the company's standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.

Marketing

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.

2. Explain how your company will educate its national sales force about the Master Agreement.

3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.

4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities Contract for the initial three years of the contract in the following format within your proposal.

    a. $_____.00 will be transitioned in year one.
    b. $_____.00 will be transitioned in year two.
    c. $_____.00 will be transitioned in year three.

5. Explain how your company proposes to resolve any complaints, issues or challenges.

6. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management.

Products and Services

1. Provide a description of the Products and Services to be provided by the major product category set forth in Section I, A of the RFP. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

3. State your fill rate (delivery of product within one day of order) for products, Section III.

4. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for additional facilities solutions.

Administration

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a pubic agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

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

5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.

6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

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

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in its proposal.

Staffing Plan

A staffing plan is required which describes the Supplier's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project.

Environmental

1. Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

2. What is your company's environmental strategy?

3. What is your investment in being an environmentally preferable product leader?

4. Do you have any resources dedicated to your environmental strategy? Please describe.

5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

ATTACHMENT A

Attachment A - Signature Sheet, which must be completed and included in the Technical Proposal submission.

SIGNATURE SHEET

I/We agree to provide the services in accordance with the accompanying specifications and all conditions, provisions, attachments and any addenda to this RFP.

Company	Authorized Representative (please print)
Address	Signature
Address, continued	Title
Payment Terms	Telephone Number
Federal I.D. Number	Fax Number
Name of Firm's Contract Administrator	Telephone Number of Firm's Contract Administrator
	E-Mail Address of Firm's Contract Administrator

Acknowledgement of Addenda

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

PLEASE CHECK APPROPRIATE BOXES:

☐ Small Business ☐ Partnership

☐ Individual Proprietorship ☐ Non-incorporated

☐ Corporation ☐ Woman Owned Business

☐ Minority Business, Approved Minority DOT #

ATTACHMENT B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.

2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the Terms and Conditions of the Solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.

5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the Terms and Conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.

8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.

9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.

10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

ATTACHMENT C
ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

RECITALS

WHEREAS, _____("Lead Public Agency") has entered into a certain Master Agreement dated as of _____, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier's sales force.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also

provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always solely present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(vi) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vi) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public

Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the RFP or ITB. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;

(2) Copy of original RFP or ITB;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the

discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

(i) Agency Sales by Population/Enrollment Report
(ii) Hot Prospect Sales Report
(iii) New Lead Sales Report
(iv) State Comparison Sales Report
(v) Advisory Board Usage Report
(vi) Various Agency Type Comparison Reports
(vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities
2033 N. Main Street, Suite 700
Walnut Creek, California 94596
Attn: Program Manager Administration

Supplier: _____
_____
_____
_____
Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a

mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

_____

By _____

Name: _____

Title: _____

EXHIBIT A

MASTER AGREEMENT

(To Be Attached Once Award Has Been Made)

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
RFP - Faclities Solutions
#12-JLH-011

EXHIBIT B

SALES REPORT FORMAT

Exhibit B - US (Data Format)

Sales Report Template

TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Month	Amount
956000735	144	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1525.50
956000222	144	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2008	4	1603.64
956000735	144	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1625.05
956000735	144	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	45090.79
066002010	144	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2008	4	318.00
066001854	144	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2008	4	212.00

SALES REPORT DATA FORMAT

Column Name	Data Type	Length	Example	Comment
TIN	Text	9	956000735, 066001854	No Dash, Do not omit leading zero.
Supplier ID	Number	3	111, 110, 116	See Supplier ID Table Below
Account No.	Text	25 max	Depends on supplier account no.	
Agency Name	Text	255 max	City of Groton, Los Angeles County	
Dept Name	Text	255 max	Purchasing Dept, Finance Dept	
Address	Text	255 max		
City	Text	255 max	Pittsburgh, Los Angeles	Must be a valid City name
State	Text	2	PA, CA, IL	
Zip	Text	5	90071, 06340	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Number	2	20, 30, 31	See Agency Type Table Below
Year	Number	4	2005	
Month	Number	1	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12	
Amount	Number	variable	45090.79	Two digit decimal point, no $ sign or commas

Agency Type Table

Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other
99	Unknown

ATTACHMENT D
STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Louisiana

	Registered Cities, Towns, Villages and Boroughs in OR
1	Boardman Rural Fire Protection District
2	CEDAR MILL COMMUNITY LIBRARY
3	CITY COUNTY INSURANCE SERVICES
4	CITY OF ADAIR VILLAGE
5	CITY OF ALBANY
6	CITY OF ASHLAND
7	CITY OF ASTORIA OREGON
8	CITY OF AUMSVILLE
9	CITY OF AURORA
10	City of Baker City
11	CITY OF BEAVERTON
12	CITY OF BOARDMAN
13	CITY OF BURNS
14	CITY OF CANBY
15	CITY OF CANNON BEACH OR
16	CITY OF CANYONVILLE
17	CITY OF CENTRAL POINT POLICE DEPARTMENT
18	CITY OF CLATSKANIE
19	CITY OF COBURG
20	CITY OF CONDON
21	CITY OF COOS BAY
22	CITY OF CORVALLIS
23	CITY OF COTTAGE GROVE
24	CITY OF CRESWELL
25	CITY OF DALLAS
26	CITY OF DAMASCUS
27	CITY OF DUNDEE
28	CITY OF EAGLE POINT
29	CITY OF ECHO
30	CITY OF ESTACADA

31	CITY OF EUGENE
32	CITY OF FAIRVIEW
33	CITY OF FALLS CITY
34	CITY OF GATES
35	CITY OF GEARHART
36	CITY OF GERVAIS
37	CITY OF GOLD HILL
38	CITY OF GRANTS PASS
39	CITY OF GRANTS PASS
40	CITY OF GRESHAM
41	CITY OF HALSEY
42	CITY OF HAPPY VALLEY
43	CITY OF HILLSBORO
44	CITY OF HOOD RIVER
45	City of Independence
46	CITY OF JOHN DAY
47	CITY OF KLAMATH FALLS
48	CITY OF LA GRANDE
49	City of Lake Oswego
50	CITY OF LAKE OSWEGO
51	CITY OF LAKESIDE
52	CITY OF LEBANON
53	CITY OF LINCOLN CITY
54	CITY OF MALIN
55	CITY OF MCMINNVILLE
56	CITY OF MEDFORD
57	CITY OF MILL CITY
58	CITY OF MILLERSBURG
59	CITY OF MILWAUKIE
60	City of Monmouth
61	CITY OF MORO
62	CITY OF MOSIER
63	CITY OF NEWBERG
64	CITY OF NORTH PLAINS
65	City of Ontario
66	CITY OF OREGON CITY
67	CITY OF PHOENIX
68	CITY OF PILOT ROCK
69	CITY OF PORT ORFORD
70	CITY OF PORTLAND
71	CITY OF POWERS
72	CITY OF PRAIRIE CITY
73	CITY OF REDMOND
74	CITY OF REEDSPORT
75	CITY OF RIDDLE

76	CITY OF SALEM
77	CITY OF SANDY
78	CITY OF SANDY
79	CITY OF SCAPPOOSE
80	CITY OF SEASIDE
81	CITY OF SHADY COVE
82	CITY OF SHERWOOD
83	CITY OF SILVERTON
84	CITY OF SPRINGFIELD
85	City of St. Helens
86	CITY OF ST. PAUL
87	CITY OF STAYTON
88	CITY OF TIGARD, OREGON
89	City of Troutdale
90	CITY OF TUALATIN, OREGON
91	City of Veneta
92	CITY OF WARRENTON
93	CITY OF WEST LINN/PARKS
94	CITY OF WILSONVILLE
95	CITY OF WINSTON
96	CITY OF WOOD VILLAGE
97	CITY OF WOODBURN
98	CITY OF YACHATS
99	EUGENE WATER & ELECTRIC BOARD
100	FLORENCE AREA CHAMBER OF COMMERCE
101	GASTON RURAL FIRE DEPARTMENT
102	GLADSTONE POLICE DEPARTMENT
103	Hermiston Fire & Emergency Svcs
104	HOUSING AUTHORITY OF THE CITY OF SALEM
105	KEIZER POLICE DEPARTMENT
106	LEAGUE OF OREGON CITIES
107	MALIN COMMUNITY PARK AND RECREATION DISTRICT
108	METRO
109	MONMOUTH - INDEPENDENCE NETWORK
110	North Lincoln Fire & Rescue #1
111	PORTLAND DEVELOPMENT COMMISSION
112	RAINIER POLICE DEPARTMENT
113	RIVERGROVE WATER DISTRICT
114	St. Helens, City of
115	SUNSET EMPIRE PARK AND RECREATION
116	THE CITY OF NEWPORT
117	THE NEWPORT PARK AND RECREATION CENTER
118	TILLAMOOK PEOPLES UTILITY DISTRICT
119	Tillamook Urban Renewal Agency
120	Toledo Police Department

121	TUALATIN VALLEY FIRE & RESCUE
122	WEST VALLEY HOUSING AUTHORITY
Registered Counties and Parishes in OR	
1	ASSOCIATION OF OREGON COUNTIES
2	BAY AREA HOSPITAL DISTRICT
3	BENTON COUNTY
4	Benton Soil & Water Conservation District
5	CENTRAL OREGON IRRIGATION DISTRICT
6	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
7	CLATSOP COUNTY
8	CLEAN WATER SERVICES
9	COLUMBIA COUNTY, OREGON
10	COLUMBIA RIVER PUD
11	COOS COUNTY HIGHWAY DEPARTMENT
12	CROOK COUNTY ROAD DEPARTMENT
13	CURRY COUNTY OREGON
14	DESCHUTES COUNTY
15	DESCHUTES COUNTY RFPD NO.2
16	DESCHUTES PUBLIC LIBRARY SYSTEM
17	DOUGLAS COUNTY
18	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
19	GILLIAM COUNTY
20	GILLIAM COUNTY OREGON
21	GRANT COUNTY, OREGON
22	HARNEY COUNTY SHERIFFS OFFICE
23	HOOD RIVER COUNTY
24	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
25	HOUSING AUTHORITY OF CLACKAMAS COUNTY
26	JACKSON COUNTY HEALTH AND HUMAN SERVICES
27	JEFFERSON COUNTY
28	Josephine County Sheriff
29	KLAMATH COUNTY VETERANS SERVICE OFFICE
30	LAKE COUNTY
31	LANE COUNTY
32	LINCOLN COUNTY
33	LINN COUNTY
34	MARION COUNTY , SALEM, OREGON
35	MARION COUNTY FIRE DISTRCT #1
36	MORROW COUNTY
37	MULTNOMAH COUNTY
38	MULTNOMAH LAW LIBRARY
39	MULTONAH COUNTY DRAINAGE DISTRICT #1
40	NAMI LANE COUNTY
41	NEAH KAH NIE WATER DISTRICT
42	OR INT'L PORT OF COOS BAY

43	POLK COUNTY
44	PORT OF BANDON
45	PORT OF UMPQUA
46	SANDY FIRE DISTRICT NO. 72
47	SHERMAN COUNTY
48	Southern Coos Hospital
49	UMATILLA COUNTY, OREGON
50	UNION COUNTY
51	WALLOWA COUNTY
52	WASCO COUNTY
53	WASHINGTON COUNTY
54	YAMHILL COUNTY
55	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
Registered Higher Education in OR	
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY
Registered K-12 in OR	
1	Amity School District 4-J

2	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
3	ARLINGTON SCHOOL DISTRICT NO. 3
4	ASTORIA SCHOOL DISTRICT 1C
5	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
6	BAKER SCHOOL DISTRICT 5-J
7	BANDON SCHOOL DISTRICT
8	BANKS SCHOOL DISTRICT
9	BEAVERTON SCHOOL DISTRICT
10	BEND-LA PINE SCHOOL DISTRICT
11	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
12	CANBY SCHOOL DISTRICT
13	CANYONVILLE CHRISTIAN ACADEMY
14	CASCADE SCHOOL DISTRICT
15	CASCADES ACADEMY OF CENTRAL OREGON
16	CENTENNIAL SCHOOL DISTRICT
17	CENTRAL CATHOLIC HIGH SCHOOL
18	CENTRAL POINT SCHOOL DISTRICT NO. 6
19	CENTRAL SCHOOL DISTRICT 13J
20	CHILDPEACE MONTESSORI
21	CLACKAMAS EDUCATION SERVICE DISTRICT
22	COOS BAY SCHOOL DISTRICT
23	COOS BAY SCHOOL DISTRICT NO.9
24	COQUILLE SCHOOL DISTRICT 8
25	Corvallis School District 509J
26	COUNTY OF YAMHILL SCHOOL DISTRICT 29
27	CRESWELL SCHOOL DISTRICT
28	CROSSROADS CHRISTIAN SCHOOL
29	CULVER SCHOOL DISTRICT NO.
30	DALLAS SCHOOL DISTRICT NO. 2
31	DAVID DOUGLAS SCHOOL DISTRICT
32	DAYTON SCHOOL DISTRICT NO.8
33	DE LA SALLE N CATHOLIC HS
34	DESCHUTES COUNTY SD NO.6 - SISTERS SD
35	DOUGLAS COUNTY SCHOOL DISTRICT 116
36	DOUGLAS EDUCATION SERVICE DISTRICT
37	DUFUR SCHOOL DISTRICT NO.29
38	ELKTON SCHOOL DISTRICT NO.34
39	ESTACADA SCHOOL DISTRICT NO.108
40	Falls City School District #57
41	FOREST GROVE SCHOOL DISTRICT
42	GASTON SCHOOL DISTRICT 511J
43	GEN CONF OF SDA CHURCH WESTERN OR
44	GERVAIS SCHOOL DIST. #1
45	GLADSTONE SCHOOL DISTRICT
46	GLENDALE SCHOOL DISTRICT

47	GLIDE SCHOOL DISTRICT NO.12
48	GRANTS PASS SCHOOL DISTRICT 7
49	GREATER ALBANY PUBLIC SCHOOL DISTRICT
50	GRESHAM-BARLOW SCHOOL DISTRICT
51	HARNEY COUNTY SCHOOL DIST. NO.3
52	HARNEY EDUCATION SERVICE DISTRICT
53	HEAD START OF LANE COUNTY
54	HERITAGE CHRISTIAN SCHOOL
55	HIGH DESERT EDUCATION SERVICE DISTRICT
56	hillsboro school district
57	HOOD RIVER COUNTY SCHOOL DISTRICT
58	Imbler School District #11
59	INTER MOUNTAIN ESD
60	JACKSON CO SCHOOL DIST NO.9
61	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
62	JEFFERSON SCHOOL DISTRICT
63	KLAMATH FALLS CITY SCHOOLS
64	LA GRANDE SCHOOL DISTRICT
65	LAKE OSWEGO SCHOOL DISTRICT 7J
66	LANE COUNTY SCHOOL DISTRICT 4J
67	LANE COUNTY SCHOOL DISTRICT 69
68	LEBANON COMMUNITY SCHOOLS NO.9
69	LINCOLN COUNTY SCHOOL DISTRICT
70	LINN CO. SCHOOL DIST. 95C - SCIO SD
71	LIVINGSTONE ADVENTIST ACADEMY
72	LOST RIVER JR/SR HIGH SCHOOL
73	LOWELL SCHOOL DISTRICT NO.71
74	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
75	MCMINNVILLE SCHOOL DISTRICT NO.40
76	MEDFORD SCHOOL DISTRICT 549C
77	MITCH CHARTER SCHOOL
78	MOLALLA RIVER ACADEMY
79	MOLALLA RIVER SCHOOL DISTRICT NO.35
80	MONROE SCHOOL DISTRICT NO.1J
81	monument school
82	MORROW COUNTY SCHOOL DISTRICT
83	MT. ANGEL SCHOOL DISTRICT NO.91
84	MT.SCOTT LEARNING CENTERS
85	MULTISENSORY LEARNING ACADEMY
86	MULTNOMAH EDUCATION SERVICE DISTRICT
87	MYRTLE POINT SCHOOL DISTRICT NO.41
88	NEAH-KAH-NIE DISTRICT NO.56
89	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
90	NOBEL LEARNING COMMUNITIES
91	NORTH BEND SCHOOL DISTRICT 13

92	NORTH CLACKAMAS SCHOOL DISTRICT
93	North Lake School District 14
94	NORTH SANTIAM SCHOOL DISTRICT 29J
95	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
96	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
97	NYSSA SCHOOL DISTRICT NO. 26
98	ONTARIO MIDDLE SCHOOL
99	OREGON TRAIL SCHOOL DISTRICT NO.46
100	OUR LADY OF THE LAKE SCHOOL
101	PHILOMATH SCHOOL DISTRICT
102	PHOENIX-TALENT SCHOOL DISTRICT NO.4
103	PORTLAND ADVENTIST ACADEMY
104	Portland Christian Schools
105	PORTLAND PUBLIC SCHOOLS
106	RAINIER SCHOOL DISTRICT
107	REALMS CHARTER SCHOOL
108	REDMOND SCHOOL DISTRICT
109	REEDSPORT SCHOOL DISTRICT
110	REYNOLDS SCHOOL DISTRICT
111	ROGUE RIVER SCHOOL DISTRICT NO.35
112	ROSEBURG PUBLIC SCHOOLS
113	SALEM-KEIZER PUBLIC SCHOOLS
114	Santiam Canyon SD 129J
115	SCAPPOOSE SCHOOL DISTRICT 1J
116	SEASIDE SCHOOL DISTRICT 10
117	SEVEN PEAKS SCHOOL
118	Sheridan School District 48J
119	SHERWOOD SCHOOL DISTRICT 88J
120	SILVER FALLS SCHOOL DISTRICT
121	SIUSLAW SCHOOL DISTRICT
122	SOUTH COAST EDUCATION SERVICE DISTRICT
123	SOUTH LANE SCHOOL DISTRICT 45J3
124	SOUTH UMPQUA SCHOOL DISTRICT #19
125	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
126	SOUTHWEST CHARTER SCHOOL
127	SPRINGFIELD SCHOOL DISTRICT NO.19
128	ST. ANTHONY SCHOOL
129	St. Mary Catholic School
130	St. Paul School District
131	STANFIELD SCHOOL DISTRICT
132	SWEET HOME SCHOOL DISTRICT NO.55
133	THE CATLIN GABEL SCHOOL
134	Three Rivers School District
135	TIGARD-TUALATIN SCHOOL DISTRICT
136	Ukiah School District 80R

137	VERNONIA SCHOOL DISTRICT 47J
138	WEST HILLS COMMUNITY CHURCH
139	WEST LINN WILSONVILLE SCHOOL DISTRICT
140	WHITEAKER MONTESSORI SCHOOL
141	WILLAMETTE EDUCATION SERVICE DISTRICT
142	WILLAMINA SCHOOL DISTRICT
143	Yamhill Carlton School District
144	YONCALLA SCHOOL DISTRICT NO.32
Registered NonProfit and Other in OR	
1	1000 FRIENDS OF OREGON
2	211INFO
3	ACUMENTRA HEALTH
4	ADDICTIONS RECOVERY CENTER, INC
5	Albany Partnership for Housing and Community Development
6	Albertina Kerr Centers
7	All God's Children International
8	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
9	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
10	ALZHEIMERS NETWORK OF OREGON
11	Apostolic Church of Jesus Christ
12	Ashland Art Center
13	ASHLAND COMMUNITY HOSPITAL
14	ATHENA LIBRARY FRIENDS ASSOCIATION
15	Baker Elks
16	BARLOW YOUTH FOOTBALL
17	BAY AREA FIRST STEP, INC.
18	BENTON HOSPICE SERVICE
19	BETHEL CHURCH OF GOD
20	BIRCH COMMUNITY SERVICES, INC.
21	BLACHLY LANE ELECTRIC COOPERATIVE
22	BLIND ENTERPRISES OF OREGON
23	Bob Belloni Ranch, Inc.
24	BONNEVILLE ENVIRONMENTAL FOUNDATION
25	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
26	BROAD BASE PROGRAMS INC.
27	Camelto Theatre Company
28	Camp Fire Columbia
29	CANBY FOURSQUARE CHURCH
30	CANCER CARE RESOURCES
31	Cascade Health Solutions
32	CASCADIA BEHAVIORAL HEALTHCARE
33	CASCADIA REGION GREEN BUILDING COUNCIL
34	CATHOLIC CHARITIES
35	CATHOLIC COMMUNITY SERVICES
36	CENTER FOR COMMUNITY CHANGE

37	CENTER FOR RESEARCH TO PRACTICE
38	CENTRAL BIBLE CHURCH
39	CENTRAL CITY CONCERN
40	CENTRAL DOUGLAS COUNTY FAMILY YMCA
41	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
42	Children's Relief Nursery
43	CITY BIBLE CHURCH
44	CLACKAMAS RIVER WATER
45	CLASSROOM LAW PROJECT
46	Clatskanie People's Utility District
47	COAST REHABILITATION SERVICES
48	Coastal Family Health Center
49	COLLEGE HOUSING NORTHWEST
50	College United Methodist Church
51	COLUMBIA COMMUNITY MENTAL HEALTH
52	COMMUNITY ACTION ORGANIZATION
53	COMMUNITY ACTION TEAM, INC.
54	COMMUNITY CANCER CENTER
55	COMMUNITY HEALTH CENTER, INC
56	Community in Action
57	COMMUNITY VETERINARY CENTER
58	CONFEDERATED TRIBES OF GRAND RONDE
59	CONSERVATION BIOLOGY INSTITUTE
60	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
61	CORVALLIS MOUNTAIN RESCUE UNIT
62	COVENANT CHRISTIAN HOOD RIVER
63	COVENANT RETIREMENT COMMUNITIES
64	DECISION SCIENCE RESEARCH INSTITUTE, INC.
65	DELIGHT VALLEY CHURCH OF CHRIST
66	DOGS FOR THE DEAF, INC.
67	DOUGLAS ELECTRIC COOPERATIVE, INC.
68	DOUGLAS FOREST PROTECTIVE
69	EAST HILL CHURCH
70	EAST SIDE FOURSQUARE CHURCH
71	EAST WEST MINISTRIES INTERNATIONAL
72	Eastern Oregon Alcoholism Foundation
73	Ecotrust
74	EDUCATIONAL POLICY IMPROVEMENT CENTER
75	ELMIRA CHURCH OF CHRIST
76	EMERALD PUD
77	EMMAUS CHRISTIAN SCHOOL
78	EN AVANT, INC.
79	Energy Trust of Oregon
80	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
81	environmental law alliance worldwide

82	EUGENE BALLET COMPANY
83	EUGENE SYMPHONY ASSOCIATION, INC.
84	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
85	FAIR SHARE RESEARCH AND EDUCATION FUND
86	FAITH CENTER
87	FAITHFUL SAVIOR MINISTRIES
88	FAMILIES FIRST OF GRANT COUNTY, INC.
89	FANCONI ANEMIA RESEARCH FUND INC.
90	FARMWORKER HOUISNG DEV CORP
91	First Baptist Church
92	First Baptist Church of Enterprise
93	FIRST CHURCH OF THE NAZARENE
94	FIRST UNITARIAN CHURCH
95	FORD FAMILY FOUNDATION
96	FOUNDATIONS FOR A BETTER OREGON
97	FRIENDS OF THE CHILDREN
98	GATEWAY TO COLLEGE NATIONAL NETWORK
99	GOAL ONE COALITION
100	GOLD BEACH POLICE DEPARTMENT
101	GOOD SHEPHERD COMMUNITIES
102	Good Shepherd Medical Center
103	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
104	GRACE BAPTIST CHURCH
105	GRANT PARK CHURCH
106	Grantmakers for Education
107	GRANTS PASS MANAGEMENT SERVICES, DBA
108	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
109	Greater Portland INC
110	HALFWAY HOUSE SERVICES, INC.
111	HEARING AND SPEECH INSTITUTE INC
112	HELP NOW! ADVOCACY CENTER
113	HIGHLAND HAVEN
114	HIGHLAND UNITED CHURCH OF CHRIST
115	HIV ALLIANCE, INC
116	HOUSING AUTHORITY OF LINCOLN COUNTY
117	HOUSING NORTHWEST
118	Human Solutions, Inc.
119	Independent Development Enterprise Alliance
120	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
121	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
122	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
123	InventSuccess
124	IRCO
125	JASPER MOUNTAIN
126	JUNIOR ACHIEVEMENT

127	KLAMATH HOUSING AUTHORITY
128	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
129	LA GRANDE UNITED METHODIST CHURCH
130	Lane Council of Governments
131	LANE ELECTRIC COOPERATIVE
132	LANE MEMORIAL BLOOD BANK
133	LANECO FEDERAL CREDIT UNION
134	LAUREL HILL CENTER
135	Life Flight Network LLC
136	LIFEWORKS NW
137	LIVING WAY FELLOWSHIP
138	LOAVES & FISHES CENTERS, INC.
139	LOCAL GOVERNMENT PERSONNEL INSTITUTE
140	LOOKING GLASS YOUTH AND FAMILY SERVICES
141	MACDONALD CENTER
142	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
143	Mental Health for Children, Inc.
144	METRO HOME SAFETY REPAIR PROGRAM
145	METROPOLITAN FAMILY SERVICE
146	MID COLUMBIA COUNCIL OF GOVERNMENTS
147	MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
148	MID-COLUMBIA CENTER FOR LIVING
149	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
150	MORNING STAR MISSIONARY BAPTIST CHURCH
151	MORRISON CHILD AND FAMILY SERVICES
152	MOSAIC CHURCH
153	NAMI of Washington County
154	NAMI OREGON
155	NATIONAL PSORIASIS FOUNDATION
156	NATIONAL WILD TURKEY FEDERATION
157	NEW AVENUES FOR YOUTH INC
158	NEW BEGINNINGS CHRISTIAN CENTER
159	NEW HOPE COMMUNITY CHURCH
160	NEWBERG FRIENDS CHURCH
161	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
162	North Pacific District of Foursquare Churches
163	NORTHWEST ENERGY EFFICIENCY ALLIANCE
164	NORTHWEST FOOD PROCESSORS ASSOCIATION
165	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
166	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
167	NORTHWEST YOUTH CORPS
168	OCHIN
169	OHSU FOUNDATION
170	OLIVET BAPTIST CHURCH
171	OMNIMEDIX INSTITUTE

172	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
173	OREGON BALLET THEATRE
174	OREGON CITY CHURCH OF THE NAZARENE
175	OREGON COAST COMMUNITY ACTION
176	OREGON DEATH WITH DIGNITY
177	OREGON DONOR PROGRAM
178	OREGON EDUCATION ASSOCIATION
179	OREGON ENVIRONMENTAL COUNCIL
180	OREGON LIONS SIGHT & HEARING FOUNDATION
181	Oregon Lyme Disease Network
182	OREGON MUSUEM OF SCIENCE AND INDUSTRY
183	Oregon Nikkei Endowment
184	OREGON PROGRESS FORUM
185	Oregon Psychoanalytic Center
186	Oregon Public Broadcasting
187	OREGON REPERTORY SINGERS
188	Oregon Research Institute
189	Oregon Social Learning Center
190	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
191	OREGON SUPPORTED LIVING PROGRAM
192	OSLC COMMUNITY PROGRAMS
193	OUTSIDE IN
194	OUTSIDE IN
195	PACIFIC CASCADE FEDERAL CREDIT UNION
196	PACIFIC FISHERY MANAGEMENT COUNCIL
197	PACIFIC INSTITUTES FOR RESEARCH
198	PACIFIC STATES MARINE FISHERIES COMMISSION
199	PARALYZED VETERANS OF AMERICA
200	PARTNERSHIPS IN COMMUNITY LIVING, INC.
201	PENDLETON ACADEMIES
202	PENTAGON FEDERAL CREDIT UNION
203	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
204	Polk Soil and Water Conservation District
205	PORT CITY DEVELOPMENT CENTER
206	PORTLAND ART MUSEUM
207	PORTLAND BUSINESS ALLIANCE
208	Portland Community Reinvestment Initiatives, Inc.
209	PORTLAND HABILITATION CENTER, INC.
210	PORTLAND JEWISH ACADEMY
211	Portland Oregon Visitors Association
212	PORTLAND SCHOOLS FOUNDATION
213	PORTLAND WOMENS CRISIS LINE
214	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
215	PRINGLE CREEK SUSTAINABLE LIVING CENTER
216	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL

217	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
218	QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
219	REBUILDING TOGETHER - PORTLAND INC.
220	REDMOND PROFICIENCY ACADEMY
221	REGIONAL ARTS AND CULTURE COUNCIL
222	RELEVANT LIFE CHURCH
223	RENEWABLE NORTHWEST PROJECT
224	River Network
225	ROGUE FEDERAL CREDIT UNION
226	Rolling Hills Baptist Church
227	ROSE VILLA, INC.
228	SACRED HEART CATHOLIC DAUGHTERS
229	Safe Harbors
230	SAIF CORPORATION
231	SAINT ANDREW NATIVITY SCHOOL
232	SAINT CATHERINE OF SIENA CHURCH
233	SAINT JAMES CATHOLIC CHURCH
234	Salem Academy
235	SALEM ALLIANCE CHURCH
236	SALEM ELECTRIC
237	SALMON-SAFE INC.
238	Sandy Seventh-day Adventist Church
239	SCIENCEWORKS
240	Scottish Rite
241	SE WORKS
242	SECURITY FIRST CHILD DEVELOPMENT CENTER
243	SELF ENHANCEMENT INC.
244	SERENITY LANE
245	SEXUAL ASSAULT RESOURCE CENTER
246	SHELTERCARE
247	SHERIDAN JAPANESE SCHOOL FOUNDATION
248	SHERMAN DEVELOPMENT LEAGUE, INC.
249	SILVERTON AREA COMMUNITY AID
250	SISKIYOU INITIATIVE
251	SMART
252	SOCIAL VENTURE PARTNERS PORTLAND
253	SONRISE CHURCH
254	SOUTH COAST HOSPICE, INC.
255	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
256	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
257	SOUTHERN OREGON HUMANE SOCIETY
258	SPARC ENTERPRISES
259	SPECIAL MOBILITY SERVICES
260	SPIRIT WIRELESS
261	SPONSORS, INC.

262	SPOTLIGHT THEATRE OF PLEASANT HILL
263	SPRINGFIELD UTILITY BOARD
264	ST VINCENT DE PAUL
265	ST. ANTHONY CHURCH
266	St. Katherine's Catholic Church
267	ST. MARYS OF MEDFORD, INC.
268	St. Matthew Catholic School
269	St. Pius X School
270	ST. VINCENT DEPAUL OF LANE COUNTY
271	STAND FOR CHILDREN
272	STAR OF HOPE ACTIVITY CENTER INC.
273	Store to Door
274	Street Ministry
275	SUMMIT VIEW COVENANT CHURCH
276	SUNNYSIDE FOURSQUARE CHURCH
277	SUNRISE ENTERPRISES
278	SUSTAINABLE NORTHWEST
279	TAKE III OUTREACH
280	Temple Beth Israel
281	TENAS ILLAHEE CHILDCARE CENTER
282	The ALS Association Oregon and SW Washington Chapter
283	The Dreaming Zebra Foundation
284	THE EARLY EDUCATION PROGRAM, INC.
285	The International School
286	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
287	THE NEXT DOOR
288	THE OREGON COMMUNITY FOUNDATION
289	The Ross Ragland Theater and Cultural Center
290	THE SALVATION ARMY - CASCADE DIVISION
291	The Wallace Medical Concern
292	TILLAMOOK CNTY WOMENS CRISIS CENTER
293	TILLAMOOK ESTUARIES PARTNERSHIP
294	TOUCHSTONE PARENT ORGANIZATION
295	TRAILS CLUB
296	TRAINING EMPLOYMENT CONSORTIUM
297	Transition Projects, Inc
298	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
299	TRILLIUM FAMILY SERVICES, INC.
300	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
301	Umpqua Community Health Center
302	Union County Economic Development Corp.
303	UNION GOSPEL MISSION
304	UNITED CEREBRAL PALSY OF OR AND SW WA
305	UNITED WAY OF THE COLUMBIA WILLAMETTE

306	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
307	USAGENCIES CREDIT UNION
308	VERMONT HILLS FAMILY LIFE CENTER
309	Viking Sal Senior Center
310	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
311	VOLUNTEERS OF AMERICA OREGON
312	WE CARE OREGON
313	Western Mennonite School
314	WESTERN RIVERS CONSERVANCY
315	WESTERN STATES CENTER
316	WESTSIDE BAPTIST CHURCH
317	WHITE BIRD CLINIC
318	WILD SALMON CENTER
319	WILLAMETTE FAMILY
320	WILLAMETTE LUTHERAN HOMES, INC
321	WILLAMETTE VIEW INC.
322	Women's Safety & Resource Center
323	WOODBURN AREA CHAMBER OF COMMERCE
324	WORD OF LIFE COMMUNITY CHURCH
325	WORKSYSTEMS INC
326	YOUTH GUIDANCE ASSOC.
327	YWCA SALEM
Registered Special/Independent in OR	
1	Banks Fire District #13
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CHEHALEM PARK AND RECREATION DISTRICT
4	COLUMBIA 911 COMMUNICATIONS DISTRICT
5	Columbia River Fire & Rescue
6	GLENDALE RURAL FIRE DISTRICT
7	HOODLAND FIRE DISTRICT NO.74
8	Jefferson Park and Recreation
9	KLAMATH COUNTY 9-1-1
10	La Pine Park & Recreation District
11	LANE EDUCATION SERVICE DISTRICT
12	LANE TRANSIT DISTRICT
13	METROPOLITAN EXPOSITION-RECREATION COMMISSION
14	NW POWER POOL
15	OAK LODGE WATER DISTRICT
16	PORT OF SIUSLAW
17	PORT OF ST HELENS
18	REGIONAL AUTOMATED INFORMATION NETWORK
19	SALEM AREA MASS TRANSIT DISTRICT
20	Seal Rock Water District
21	Siuslaw Public Library District
22	THE PORT OF PORTLAND

23	Tillamook Fire District
24	TriMet Transit
25	TUALATIN HILLS PARK AND RECREATION DISTRICT
26	TUALATIN VALLEY WATER DISTRICT
27	UNION SOIL & WATER CONSERVATION DISTRICT
28	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
29	WILLAMALANE PARK AND RECREATION DISTRICT
Registered State Agencies in OR	
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	Office of the Ong Term Care Ombudsman
4	OFFICE OF THE STATE TREASURER
5	OREGON BOARD OF ARCHITECTS
6	OREGON CHILD DEVELOPMENT COALITION
7	OREGON DEPARTMENT OF EDUCATION
8	OREGON DEPARTMENT OF FORESTRY
9	OREGON DEPT OF TRANSPORTATION
10	OREGON DEPT. OF EDUCATION
11	OREGON LOTTERY
12	OREGON OFFICE OF ENERGY
13	OREGON STATE BOARD OF NURSING
14	OREGON STATE DEPT OF CORRECTIONS
15	OREGON STATE POLICE
16	OREGON TOURISM COMMISSION
17	OREGON TRAVEL INFORMATION COUNCIL
18	SANTIAM CANYON COMMUNICATION CENTER
19	SEIU LOCAL 503, OPEU
20	State of Oregon
Registered Counties and Parishes in HI	
	City and County of Honolulu
1	BOARD OF WATER SUPPLY
2	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL
Registered Higher Education in HI	
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	CHAMINADE UNIVERSITY OF HONOLULU
4	COLLEGE OF THE MARSHALL ISLANDS
5	HAWAII PACIFIC UNIVERSITY
6	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
7	UNIVERSITY OF HAWAII AT MANOA
Registered K-12 in HI	
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU`OLI SCHOOL

4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY
Registered NonProfit and Other in HI	
1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	AOAO Royal Capitol Plaza
5	ASSOSIATION OF OWNERS OF KUKUI PLAZA
6	BISHOP MUSEUM
7	BUILDING INDUSTRY ASSOCIATION OF HAWAII
8	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
9	EAH, INC.
10	EASTER SEALS HAWAII
11	First United Methodist Church
12	GOODWILL INDUSTRIES OF HAWAII, INC.
13	HABITAT FOR HUMANITY MAUI
14	HALE MAHAOLU
15	HAROLD K.L. CASTLE FOUNDATION
16	Hawaii Carpenters Market Recovery Program Fund
17	HAWAII EMPLOYERS COUNCIL
18	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
19	Hawaii Information Consortium
20	Hawaii Island Humane Society
21	Hawaii Peace and Justice
22	HAWAII STATE FCU
23	HONOLULU HABITAT FOR HUMANITY
24	IUPAT, DISTRICT COUNCIL 50
25	Kauai Youth Basketball Association
26	LANAKILA REHABILITATION CENTER INC.
27	Leeward Community Church
28	LEEWARD HABITAT FOR HUMANITY
29	MAUI COUNTY FCU
30	MAUI ECONOMIC DEVELOPMENT BOARD
31	MAUI ECONOMIC OPPORTUNITY, INC.
32	MAUI FAMILY YMCA
33	NA HALE O MAUI
34	NA LEI ALOHA FOUNDATION
35	NETWORK ENTERPRISES, INC.
36	ORI ANUENUE HALE, INC.
37	PARTNERS IN DEVELOPMENT FOUNDATION
38	POLYNESIAN CULTURAL CENTER

39	PUNAHOU SCHOOL
40	Saint Louis School
41	ST. THERESA CHURCH
42	St. Theresa School
43	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
44	W. M. KECK OBSERVATORY
45	WAIANAE COMMUNITY OUTREACH
46	WAILUKU FEDERAL CREDIT UNION
47	YMCA OF HONOLULU
Registered State Agencies in HI	
1	ADMIN. SERVICES OFFICE
2	DOT Airports Division Hilo International Airport
3	HAWAII AGRICULTURE RESEARCH CENTER
4	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
5	HAWAII HEALTH SYSTEMS CORPORATION
6	SOH- JUDICIARY CONTRACTS AND PURCH
7	STATE DEPARTMENT OF DEFENSE
8	STATE OF HAWAII
9	STATE OF HAWAII, DEPT. OF EDUCATION
Registered Cities, Towns, Villages and Boroughs in LA	
1	ASCENSION PARISH LIBRARY
2	BALL POLICE DEPARTMENT
3	BREAUX BRIDGE HOUSING AUTHORITY
4	BUNKIE FIRE DEPT
5	CADDO PARISH CLERK OF COURT
6	CAPITAL CITY PRESS
7	CITY OF ALEXANDRIA
8	CITY OF BAKER POLICE DEPARTMENT
9	CITY OF BOSSIER
10	CITY OF COVINGTON
11	city of gretna
12	CITY OF HAMMOND
13	City of Harahan
14	CITY OF KENNER
15	CITY OF LAKE CHARLES FIRE DEPT
16	CITY OF LEESVILLE
17	CITY OF MINDEN
18	CITY OF MONROE
19	CITY OF NEW ROADS
20	CITY OF PLAQUEMINE
21	CITY OF PORT ALLEN
22	City Of Rayne
23	CITY OF RUSTON
24	CITY OF SHREVEPORT
25	CITY OF SLIDELL

26	CITY OF VILLE PLATTE
27	CITY OF WEST MONROE
28	CITY OF WESTLAKE
29	City of Westwego Parks & Recreation
30	CITY OF WINNFIELD
31	CITY OF WINNSBORO
32	DENHAM SPRINGS CITY MARSHAL
33	EVANGELINE PARISH SHERIFF DEPT.
34	FIRE PROTECTION DIST. NO. 5
35	GREATER NEW ORLEANS EXPRESSWAY COMMISSION
36	GREATER NEW ORLEANS FOUNDATION
37	LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO BUILDING CORP
38	MONROE CITY
39	Pelican State Credit Union
40	PONCHATOULA POLICE DEPT.
41	RAYNE HOUSING AUTHORITY
42	Sewerage and Water Board of New Orleans
43	St John Sheriff Office
44	ST LANDRY PARISH SHERIFF DEPT
45	ST. BERNARD PARISH GOVERNMENT
46	TOWN OF ARCADIA
47	TOWN OF BENTON
48	TOWN OF CHURCH POINT
49	TOWN OF FARMERVILLE
50	TOWN OF GRAND ISLE
51	TOWN OF HAYNESVILLE
52	TOWN OF HOMER
53	TOWN OF JONESBORO
54	TOWN OF JONESVILLE
55	TOWN OF LEONVILLE
56	TOWN OF OLLA
57	TOWN OF PEARL RIVER
58	TOWN OF RAYVILLE
59	TOWN OF ROSEPINE
60	TOWN OF STERLINGTON
61	TOWN OF WATERPROOF
62	TOWN OF WHITE CASTLE
63	VILLAGE OF FENTON
64	VILLAGE OF FOREST HILL
65	VILLAGE OF PALMETTO
Registered Counties and Parishes in LA	
1	15TH JUDICIAL DISTRICT COURT
2	Acadia Parish Clerk of Court
3	ASSUMPTION PARISH LIBRARY

4	BIENVILLE PARISH POLICE JURY
5	BOSSIER LEVEE DISTRICT
6	BOSSIER PARISH ASSESSOR
7	BOSSIER PARISH CLERK OF CT
8	BOSSIER SHERIFFS DEPARTMENT
9	CADDO PARISH COMMISSION
10	CADDO PARISH TAX ASSESSOR
11	CALDWELL PARISH CLERK OF COURT
12	CALDWELL PARISH HOUSING AUTHORITY
13	CATAHOULA PARISH POLICE JURY
14	CITY OF OPELOUSAS
15	CLAIBORNE PARISH POLICE JURY
16	CONCORDIA PARISH POLICE JURY
17	DESOTO PARISH EMS
18	DESOTO PARISH POLICE JURY
19	DESOTO PARISH TAX ASSESSOR
20	EAST BATON ROUGE PARISH CLERK OF COURT
21	East Baton Rouge Parish Drug Court Treatment Center
22	East Baton Rouge Parish Family Court
23	EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1
24	EAST FELICIANA PARISH SHERIFF OFFICE
25	FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH
26	FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION
27	GRANT PARISH POLICE JURY
28	GRANT PARISH POLICE JURY GAS DEPT.
29	GRANT PARISH SHERIFF
30	IBERIA PARISH GOVERNMENT
31	IBERVILLE PARISH COUNCIL
32	JACKSON PARISH POLICE JURY
33	JEFFERSON PARISH DISTRICT ATTORNEY
34	JEFFERSON PARISH GOVERMENT
35	LA SALLE PARISH POLICE JURY
36	LINCOLN PARISH LIBRARY
37	Livingston Council On Aging
38	MOREHOUSE PARISH POLICE JURY
39	ORLEANS PARISH CRIMINAL SHERIFFS OFFICE
40	OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC
41	OUACHITA PARISH POLICE JURY
42	OUACHITA PARISH POLICE JURY
43	PLAQUEMINES PARISH GOVERNMENT
44	POINTE COUPEE PARISH POLICE JURY
45	RAPIDES PARISH LIBRARY
46	RAPIDES PARISH POLICE JURY
47	RICHLAND PARISH LIBRARY
48	RICHLAND PARISH SHERIFF DEPARTMENT

49	SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
50	ST JOHNS THE BAPTIST PARISH
51	ST TAMMANY FIRE DISTRICT 4
52	ST. BERNARD PARISH ADULT DRUG COURT
53	ST. CHARLES PARISH
54	St. Landry Parish Tourist Commission
55	ST. MARY PARISH GOVERNMENT
56	St. Mary Parish Recreation District #3
57	St. Tammany Parish Assessor
58	SULPHUR PARKS AND RECREATION
59	TANGIPAHOA MOSQUITO ABATEMENT DISTRICT
60	TENSAS PARISH POLICE JURY
61	THIRD JUDICIAL DISTRICT COURT
62	UNION PARISH HOMELAND SECURITY
63	WEBSTER PARISH POLICE JURY
64	WEST CARROLL PARISH SHERIFFS DEPT.
65	WEST FELICIANA COMMUNICATIONS DISTRICT
66	WINN PARISH DISTRICT ATTORNEY
67	WINN PARISH POLICE JURY
Registered Higher Education in LA	
1	Acadiana Technical College
2	CAMERON COLLEGE
3	CENTENARY COLLEGE OF LOUISIANA
4	COMPASS CAREER COLLEGE
5	DELGADO COMMUNITY COLLEGE
6	DILLARD UNIVERSITY
7	GRETNA CAREER COLLEGE
8	Kappa Kappa Gamma
9	LOUISIANA STATE UNIVERSITY
10	LOUISIANA TECHNICAL COLLEGE
11	LOYOLA UNIVERSITY OF NEW ORLEANS
12	LSUHSC - SHREVEPORT
13	NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
14	NOTRE DAME SEMINARY
15	OUR LADY OF HOLY CROSS COLLEGE
16	SOUTH LA COMMUNITY COLLEGE
17	SOUTHEASTERN LOUISIANA UNIVERSITY
18	SOUTHERN UNIVERSITY
19	sowela tech comm college
20	THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
21	THE ART STATION
Registered K-12 in LA	
1	ACADEMY OF THE SACRED HEART
2	ACADIA PARISH SCHOOL BOARD
3	Advocacy for the Arts & Technology

4	Alexandria Country Day School
5	ARCHBISHOP RUMMEL HIGH SCHOOL
6	Archbishop Shaw High School
7	AVOYELLES PARISH SCHOOL BOARD
8	BEAUREGARD PARISH SCHOOL BOARD
9	Bogalusa School Board
10	BOSSIER PARISH SCHOOL BOARD
11	Bossier Parish School Board (BPSB)
12	Brother Martin High School
13	CADDO PARISH MAGNET HIGH SCHOOL
14	CADDO PARISH SCHOOLS
15	CALCASIEU PARISH SCHOOL SYSTEM
16	CATAHOULA PARISH SCHOOL BOARD
17	CATHOLIC HIGH SCHOOL
18	CATHOLIC OF POINTE COUPEE SCHOOL
19	Cedar Creek School
20	CENTRAL PRIVATE SCHOOL
21	CENTRAL SCHOOL CORP.
22	CHILDREN'S CHARTER MIDDLE SCHOOL
23	CLAIBORNE PARISH SCHOOL BOARD
24	DARBONNE WOODS CHARTER SCHOOL, INC.
25	DELHI CHARTER SCHOOL
26	DeSoto Parish School Board
27	DIOCESE OF LAFAYETTE
28	E.D. WHITE CATHOLIC HIGH
29	EAST CARROLL PARISH SCHOOL BOARD
30	EPISCOPAL HIGH SCHOOL OF BATON ROUGE
31	EXCELSIOR CHRISTIAN SCHOOL
32	GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
33	HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
34	HOSANNA FIRST ASSEMBLY OF GOD
35	IBERVILLE PARISH SCHOOL BOARD
36	JACKSON PARISH SCHOOL BOARD
37	JEFFERSON DAVIS PARISH SCHOOL BOARD
38	JEFFERSON PARISH SCHOOL BOARD
39	JESUS THE GOOD SHEPHERD SCHOOL
40	LAFAYETTE PARISH SCHOOL SYSTEM
41	LaSalle Parish School District
42	LINCOLN PARISH SCHOOL BOARD
43	LITTLE ANGELS SCHOOL AND DAY CARE
44	LIVINGSTON PARISH PUBLIC SCHOOLS
45	LORANGER HIGH SCHOOL FOOTBALL
46	LSMSA
47	MADISON PARISH SCHOOL BOARD
48	MENTORSHIP ACADEMY

49	MONROE CITY SCHOOLS
50	MOREHOUSE PARISH SCHOOL BOARD
51	Morris Jeff Community School
52	NEWELLTON ELEMENTARY SCHOOL
53	NORTHEAST BAPTIST SCHOOL
54	OAK FOREST ACADEMY
55	OPELOUSAS CATHOLIC SCHOOL
56	Orleans Parish School Board
57	OUACHITA PARISH SCHOOL BOARD
58	Parkview Baptist
59	Parkview Baptist School
60	Parkview Elementary PTO
61	RAPIDES PARISH SCHOOL BOARD
62	Recovery School District
63	RICHLAND PARISH SCHOOL BOARD
64	RIVERSIDE ACADEMY
65	ST JOSEPH THE WORKER
66	ST LANDRY PARISH SCHOOL BOARD
67	ST MARY'S DOMINICAN HS
68	ST. AMANT HIGH SCHOOL
69	ST. AUGUSTINE HIGH SCHOOL
70	ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
71	St. Charles Parish Public Schools
72	ST. CLETUS SCHOOL
73	ST. DOMINIC SCHOOL
74	St. Edward School
75	ST. JOAN OF ARC SCHOOL
76	ST. JOHN ELEMENTARY/MIDDLE SCHOOL
77	ST. MARIA GORETTI CHURCH
78	ST. PIUS X SCHOOL
79	St.Mary Parish School Board
80	STATE DEPARTMENT OF EDUCATION
81	TANGIPAHOA PARISH SCHOOL SYSTEM
82	THE DUNHAM SCHOOL
83	UNION PARISH SCHOOL BOARD
84	Ursuline Academy of New Orleans
85	VERMILION PARISH SCHOOL BOARD
86	VERNON PARISH SCHOOL BOARD
87	VIDALIA JUNIOR HIGH SCHOOL
88	VISITATION OF OUR LADY CATHOLIC SCHOOL
89	WEST BATON ROUGE PARISH SCHOOL BOARD
90	WEST CARROLL PARISH SCHOOL BOARD
91	WESTMINSTER CHRISTIAN ACADEMY
92	WINN PARISH SCHOOL BOARD

	Registered NonProfit and Other in LA
1	A AND B NOTARY
2	ACI ST JOHN LLC
3	ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.
4	AGAPE LOVE
5	ALLEGIANCE HEALTH MANAGEMENT
6	AMERICAN CHILD DAY CARE CENTER
7	ANTIOCH BAPTIST CHURCH
8	APOSTOLIC DELIVERANCE U.P.C. INC.
9	ARCHDIOCESE OF NEW ORLEANS
10	ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
11	AVOYELLES PROGRESS ACTION COMMITTEE, INC
12	BARKSDALE FEDERAL CREDIT UNION
13	BARKSDALE UNITED METHODIST CHURCH
14	Baton Rouge Children's Advocacy Center
15	Baton Rouge Soccer Association
16	Beginners Mind Inc
17	BENTON UNITED METHODIST CHURCH
18	Berean Church
19	BONITA ROAD BAPTIST CHURCH
20	BOOST FOUNDATION, INC.
21	BOSSIER CHAMBER OF COMMERCE
22	BOSSIER PARISH MAXIMUM SECURITY JAIL
23	BOY SCOUTS OF AMERICA
24	BROADMOOR CHRISTIAN CHURCH
25	Broadmoor Improvement Association
26	BROADMOOR PRESBYTERIAN CHURCH
27	BROADMOOR UNITED METHODIST PRESCHOOL
28	CAJUNDOME
29	CALLAWAY ENTERPRISES
30	CALVARY BAPTIST CHURCH
31	Capital Area Alliance for Homeless
32	CENLA AREA AGENCY ON AGING, INC.
33	CENLA COMMUNITY ACTION COMMITTEE, INC.
34	CENTRAL ASSEMBLY OG GOD
35	CENTRAL CITY EOC
36	CHILDREN'S HOSPITAL
37	CHITIMACHA TRIBE OF LOUISIANA
38	CHRISTVIEW CHRISTIAN CHURCH
39	Church United for Community Development
40	CITY OF FAITH PRISON MINISTRIES, INC.
41	COMITE BAPTIST CHURCH
42	COMMITTEE FOR PLAQUEMINES RECOVERY
43	COMMUNITY SUPPORT PROGRAMS, INC.
44	congregation temple sinai

45	COOK BAPTIST CHURCH
46	Cornerstone Church of Zachary Inc
47	CROSSPOINT BAPTIST CHURCH
48	CROSSROADS CHURCH
49	DEMCO
50	DESOTO PARISH LIBRARY
51	DISABLED VETERNS OF LA CHAPTER 4
52	Divine Touch Community development Center
53	EASTER SEALS LOUISIANA
54	ELDERCARE SUPPORT SERVICES
55	ELIZABETH BAPTIST CHURCH
56	EMMANUEL BAPTIST CHURCH
57	EMMANUEL BAPTIST CHURCH
58	EMMANUEL BAPTIST CHURCH
59	EMMANUEL MISSIONARY BAPTIST CHURCH
60	EVANGELINE BAPTIST CHURCH
61	FAITH TABERNACLE CHURCH
62	FAMILY MEDICAL CLINIC OF MER ROUGE
63	FAMILY RESOURCES OF NEW ORLEANS
64	FAMILY WORSHIP CENTER CHURCH INC
65	FIRST APOSTOLIC CHURCH
66	FIRST BAPTIST CHURCH
67	FIRST BAPTIST CHURCH
68	FIRST BAPTIST CHURCH
69	First Baptist Church
70	FIRST BAPTIST CHURCH COVINGTON
71	FIRST BAPTIST CHURCH RUSTON
72	FIRST CHURCH OF GOD IN OAK GROVE, INC.
73	FIRST UNITED METHODIST CHURCH
74	First United Methodist Church
75	First United Methodist Church of Slidell
76	FRANKLIN MEDICAL CENTER
77	FROM BONDAGE TO FREEDOM
78	Full Gospel Church
79	G B COOLEY SERVICES
80	Galilee Baptist Academy
81	Galvez Football Club Inc
82	GIBSON AREA HOSPITAL
83	GIRL SCOUTS OF LA - PINES TO GULF
84	Girls Scouts Louisiana East
85	Go Care
86	GOOD SAMARITANS OF FRANKLIN
87	Goodwill Industries
88	GRACE COMMUNITY CHURCH
89	GRACE EPISCOPAL CHURCH

90	GRACE LIFE FELLOWSHIP
91	GREATER ELIZABETH BAPTIST CHURCH
92	GREATER HOPE BAPTIST CHURCH
93	greater mount calvary baptist church
94	GREATER OUACHITA WATER COMPANY
95	GULF COAST HOUSING PARTNERSHIP
96	Habitat for Humanity St. Tammany West
97	HANDS ON NETWORK
98	HARVEST CHURCH
99	HAVEN NURSING CENTER, INC.
100	HAVEN REHABILITATION CENTER, INC.
101	HEALING PLACE CHURCH
102	Health Care Centers In Schools
103	HEBRON BAPTIST CHURCH
104	HOPEWELL BAPTIST CHURCH
105	HOSANNA LUTHERAN CHURCH
106	HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD
107	HOUSE OF RUTH, INC.
108	IBERIA MEDICAL CENTER
109	IBTS
110	IFA CHURCH
111	Ingleside United Methodist Church
112	ISTROUMA AREA COUNCIL OF BOY SCOUTS
113	JACKSON PARISH HOSPITAL
114	Jefferson Chamber of Commerce
115	jerico road episcopal housing initiative
116	JEWISH FEDERATION OF GREATER BATON ROUGE
117	K AND S CHILDHOOD DEVELOPMENT CENTER
118	KING OF KINGS EVANGELICAL LUTHERAN CHURCH
119	KIWANIS INTERNATIOINAL
120	LA ASSEMBLY OF THE CHURCH OF GOD
121	LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS
122	LA ONE CALL
123	Lafayette Habitat for Humanity
124	LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
125	LAFAYETTE TEEN COURT, INC
126	LAKE BETHLEHEM BAPTIST CHURCH
127	LAKESIDE BAPTIST CHURCH
128	LAKESIDE DAY CARE
129	LANE CHAPEL CME
130	LEWIS CME
131	LINCOLN GENERAL HOSPITAL
132	lisamaye fighting lupus and raising awareness
133	LITTLE THEATRE OF MONROE, INC.
134	LITTLE UNION BAPTIST CHURCH

135	LIVINGSTON PARISH CHAMBER OF COMMERCE
136	LIVINGSTON PARISH PRESIDENT-COUNCIL
137	LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL
138	LOUIS INFANT CRISIS CENTER
139	LOUISIANA ASSOCIATION OF HEALTH PLANS
140	LOUISIANA DISTRICT ATTORNEYS ASSOCIATION
141	LOUISIANA FAMILY FORUM
142	LOUISIANA HEALTH CARE QUALITY FORUM
143	Louisiana Hemopheilia Foundation Inc
144	LOUISIANA REALTORS ASSOCIATION
145	LOUISIANA SPCA
146	Louisiana Workforce LLC
147	LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION
148	MACEDONIA MISSIONS, INC.
149	MACON ECONOMIC OPPORTUNITY
150	MARION BAPTIST CHURCH
151	MARY BIRD CANCER CENTER
152	MCIO HEAD START
153	METRO/REGIONAL BUSINESS INCUBATOR
154	MEYERS MEMORIAL CHAPEL
155	MIRACLE PLACE CHURCH
156	MOREHOUSE GENERAL HOSPITAL
157	MORING STAR BAPTIST CHURCH
158	MOUNT CANAAN MISSIONARY BAPTIST CHURCH
159	MOUNT HERMON BAPTIST CHURCH
160	MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.
161	MT. SINAI MBC
162	MT. VERNON BAPTIST CHURCH
163	MT. ZION CME CHURCH
164	MW PRINCE HALL MASONIC HALL TEMPLE
165	NALC BRANCH 136
166	NATIONAL SAFETY COUNCIL
167	Nativity of Our Lady Church
168	NEW BEGINNINGS CDC
169	NEW CHAPEL HILL BAPTIST CHURCH
170	NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN
171	NEW GENERATIONS CHURCH OF MONROE, INC
172	NEW GREENWOOD BAPTIST CHURCH
173	new home ministries
174	NEW HORIZONS
175	New Orleans BioInnovation Center
176	NEW TABERNACLE BAPTIST CHURCH
177	NEW TESTAMENT UNITED PENTECOSTAL CHURCH
178	NORTH CADDO MEDICAL CENTER
179	NORTHWEST LOUISIANA LIONS EYE BANK

180	NSU CHILD AND FAMILY NETWORK
181	NWL TECHNICAL COLLEGE
182	ODYSSEY HOUSE LOUISIANA, INC.
183	OLIVE BRANCH BAPTIST CHURCH
184	OPEN DOOR BAPTIST CHURCH
185	Ouachita Baptist Church
186	Our Lady of Perpetual Help Catholic Church
187	OUR LADY OF PROMPT SUCCOR CHURCH
188	Our Lady of Victory
189	PARKVIEW BAPTIST CHURCH
190	PCPFHF
191	PCSS
192	PEACEFUL REST BAPTIST CHURCH
193	PENIEL BAPTIST CHURCH
194	PHILADELPHIA BAPTIST CHURCH
195	PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY
196	Plaquemines Community C.A.R.E. Center
197	PLEASANT VALLEY UNC
198	PLEASEAN HILL BAPTIST CHURCH
199	POLICE JURY ASSOCIATION OF LOUISIANA
200	PONCHATOULA AREA RECREATION DISTRICT NO.1
201	PRESBYTERIAN CHURCH OF RUSTON
202	Presbytery of South Louisiana - Project Homecoming
203	PRIDE COMMUNITY ASSOCIATION
204	RAPIDES PRIMARY HEALTH CARE CENTER
205	REPUBLICAN PARTY OF LA
206	RIDGE AVENUE BAPTIST CHURCH
207	ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE
208	SEEKER SPRINGS MINISTRY CENTER
209	Shell Robert Training & Conference Center
210	SHOWERS OF BLESSING MINISTRIES
211	SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND
212	SHREVEPORT REGIONAL ARTS COUNCIL
213	SOLOMON TEMPLE BAPTIST CHURCH
214	South Central Laborers
215	Southern Financial Exchange
216	Southern United Neighborhoods
217	SOUTHSIDE ECONOMIC DEVELOPMENT
218	ST PATRICK CHURCH
219	ST THOMAS AQUINAS CATHOLIC CHURCH
220	St. Agnes Catholic Church
221	ST. ALBAN'S CHAPEL
222	ST. ALOYSIUS CATHOLIC SCHOOL
223	ST. ANDREW PRESBYTERIAN CHURCH
224	ST. BERNARD PROJECT

225	ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH
226	ST. FRANCIS DINER
227	ST. GEORGE CHURCH
228	ST. JEAN VIANNEY CHURCH
229	ST. JOHN THE BAPTIST CATHOLIC CHURCH
230	ST. JOHN THE BAPTIST CATHOLIC CHURCH
231	St. John the Baptist Parish Library
232	ST. MARY CAA, INC.
233	ST. MARY PARISH TOURIST COMMISSION
234	ST. MARYS BAPTIST CHURCH
235	ST. MICHAEL SPECIAL SCHOOL
236	ST. PAUL BAPTIST CHURCH
237	ST. PAULS UNITED METHODIST CHURCH
238	St. Peter Catholic Church
239	ST. REST BAPTIST CHURCH
240	ST.ANSELM CATHOLIC CHURCH
241	ST.MARY PARISH LIBRARY
242	STARLIGHT BAPTIST CHURCH
243	STEEPLE CHASE BAPTIST CHURCH
244	STERLINGTON HOLINESS TABERNACLE
245	SUMMER GROVE BAPTIST ACADEMY
246	SUMMER GROVE BAPTIST CHURCH
247	SWEETWATER BAPTIST CHURCH
248	The Arc Of Iberia
249	THE CELL COMMUNITY SCHOOL & RESOURCE CENTER
250	THE CHURCH OF THE LIVING GOD
251	THE FULLER CENTER FOR HOUSING OF NWLA
252	THE HARVEST
253	THE HOUSE OF FAITH HOPE AND CHARITY
254	THE SALVATION ARMY
255	THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH
256	THE SPIRIT OF FREEDOM MINISTRIES
257	THE WAY OF HOLINESS APOSTOLIC CHURCH
258	TOTAL COMMUNITY ACTION, INC.
259	TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.
260	TRINITY BAPTIST CHURCH
261	Trinity Episcopal Church
262	TRINITY LUTHERAN CHURCH
263	TRINITY WORSHIP CENTER
264	Tulane Hillel
265	Union Comminity Action, Association
266	UNION COUNCIL ON AGING
267	UNION SPRINGS MBC
268	UNITECH TRAINING ACADEMY
269	UNITED AUTO WORKERS UNION

270	UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC
271	UNITED METHODIST HOPE MINISTRIES
272	UNITED WAY OF NORTHEAST LOUISIANA, INC.
273	UNITED WAY OF NW LOUISIANA
274	UNITY FOR THE HOMELESS,INC.
275	UNIVERSITY CHURCH OF CHRIST
276	UPWARD BOUND MINISTRIES, INC.
277	URBAN IMPACT MINISTRIES
278	VERMILION PARISH WATERWORKS DISTRICT NO.1
279	VERNON COMMUNITY ACTION COUNCIL, INC.
280	Volunteers of America Greater Baton Rouge, Inc.
281	VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
282	Volunteers of America of North Louisiana
283	WEST BATON ROUGE CHAMBER OF COMMERCE
284	WEST BATON ROUGE PARISH POLICE JURY
285	WEST BATON ROUGE S/O WORK RELEASE
286	WEST JEFFERSON MEDICAL CENTER
287	WILLIAMS MEMORIAL CME
288	WILLIS-KNIGHTON FEDERAL CREDIT UNION
289	Wisner Foundation
290	WORD OF LIFE MINISTRIES
291	WORKFORCE INVESTMENT BOARD SDA-83
292	YMCA OF SHREVEPORT, LA
Registered Special/Independent in LA	
1	BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
2	BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
3	CAPITAL AREA LEGAL SERVICES CORP
4	LAFAYETTE AIRPORT COMMISSION
5	NEW ORLEANS REGIONAL BUSINESS PARK
6	POVERTY POINT RESERVOIR DISTRICT
7	ST. GEORGE FIRE PROTECTION DISTRICT NO.2
8	ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
9	UNIVERSITY HOUSE@ACADIANA
Registered State Agencies in LA	
1	18TH JDC-ALVIN BATISTE, JR JUDGE
2	26 TH JUDICIAL COURT
3	26TH JUDICIAL DISTRICT PUBLIC DEFENDER
4	C.A.S.S.E.
5	COLUMBIA DEVELOPMENT CENTER
6	CONCEALED HANDGUN PERMIT UNIT
7	Covington Housing Authority
8	DCFS/CW/WEST JEFFERSON
9	Department of Children and Family Services/Child Welfare/West Jefferso
10	DEPARTMENT OF REVENUE/LOUISIANA
11	DEPT OF CULTURE RECREATION AND TOURISM

12	DHH-OFFICE OF PUBLIC HEALTH
13	ELAYN HUNT CORRECTIONAL CENTER
14	FLETCHER TECHNICAL COMMUNITY COLLEGE
15	HAMMOND DEVELOPMENTAL CENTER
16	HOUMA-TERREBONNE HOUSING AUTHORITY
17	LA DEPT OF WILDLIFE AND FISHERIES
18	LA OFFICE OF STATE PARKS
19	LA RESEARCH PARK CORPORATION
20	LA SHERIFFS PENSION AND RELIEF FUND
21	LA State Board Of Medical Examiners
22	LA. DIVISION OF ADMINISTRATION
23	Leonard J Chabert Medical Center
24	LINCOLN COUNCIL ON THE AGING
25	Louisiana Board of Barbers Examiners
26	LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
27	LOUISIANA DEPARTMENT OF STATE
28	LOUISIANA HOUSING FINANCE AGENCY
29	LOUISIANA STATE GOV. BIDS
30	LOUISIANA TECH UNIVERSITY
31	LSU AGCENTER EXTENSION SERVICE OFFICE
32	LSU Bogalusa Medical
33	lsu health systems
34	LSUHSC/E.A. CONWAY MEDICAL CENTER
35	METROPOLITAN DEVELOPMENTAL CENTER
36	MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER
37	Orleans Parish Communication District
38	Richland Parish Tax Assessors office
39	Ruston Housing Authority
40	SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE
41	State of Lousiana Office of Legislative Auditor
42	Tahgipahoa Parish Sheriff's Office
43	THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM
44	VERNON WORKFORCE CENTER

ATTACHMENT E
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds from Harford County Public Schools ("School District") under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.

2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government, State of Maryland, and the School District. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING
Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued with School District financed appropriations once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT
Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS
Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with School District requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT
Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

ENFORCEABILITY
Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, School District may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to School District under all applicable state and federal laws.

INSPECTION OF RECORDS
Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or

any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS
Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds on the State of Maryland (http://www.statestat.maryland.gov/recovery.asp).

PROHIBITION ON USE OF RECOVERY ACT FUNDS
Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS
Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;

b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;

c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
- i. the name of the project or activity;
- ii. a description of the project or activity;
- iii. an evaluation of the completion status of the project or activity; and
- iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;

d. For any subcontracts or subgrants equal to or greater than $25,000:
- i. The name of the entity receiving the subaward;
- ii. The amount of the subaward;
- iii. The transaction type;
- iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
- v. Program source;
- vi. An award title descriptive of the purpose of each funding action;
- vii. The location of the entity receiving the subaward;
- viii. The primary location of the subaward, including the city, state, congressional district and country; and
- ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
- x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) $25M or more in annual gross revenue from Federal awards.

e. For any subcontracts or subgrants of less than $25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.

f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS
Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

SUBCONTRACTOR REQUIREMENTS
Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS
Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Maryland are located at: http://www.gpo.gov/davisbacon/MD.html.

WHISTLEBLOWER PROTECTION
Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including School District, and all contractors and grantees of School District, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

ATTACHMENT F
FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the University and be disposed of in accordance with University policy. The University, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as University deems necessary, Contractor shall permit University, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or University makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

ATTACHMENT G

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
GENERAL REQUIREMENTS
(SPECIFIC ONLY TO HARFORD COUNTY PUBLIC SCHOOLS)

I. CONTRACT AWARD

Any award to furnish services, supplies and equipment to The Harford County Public Schools (referred to as "HCPS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions. The words Offeror, Offeror, Consultant, Proposer and Contractor may be used interchangeably.

II. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be accepted.

HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

III. INITIATION OF WORK

The Offeror/Offeror shall not commence performance of the services until it receives a formal written notice to proceed from HCPS, in the form of a contract/purchase order or request.

IV. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Contractor's activities or those of its subcontractors, agents, or employees in connection with this agreement. The Contractor shall indemnify and save harmless HCPS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the Contractor under this agreement or the activities conducted or required to be conducted by the Contractor under this agreement, including its subcontractors, agents, or employees.

V. PERFORMANCE: SAVE HARMLESS: INSURANCE

A. The Contractor shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.

B. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Contractor arising out of or during the course of employment relating to this agreement.

C. The Contractor has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance

requirements.

VI. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the contractor, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

VII. CHANGES, ALTERATIONS, OR MODIFICATIONS IN THE DELIVERY OF GOODS AND SERVICES

HCPS shall have the right, at its discretion, to change, alter, or modify the requirements provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any provision under this Contract, whether or not changed by an order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the Contract.

No services or equipment for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPS.

VIII. REMEDIES AND TERMINATION

A. ***Correction of Errors, Defects, and Omissions*** - The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Contractor of the responsibility.

B. ***Set-Off*** - HCPS may deduct from and set-off against any amounts due and payable to the Contractor any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Contractor for damages and HCPS may affirmatively collect damages from the Contractor.

C. ***Termination for Default*** - If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination.

All finished or unfinished supplies, equipment and services provided by the Contractor, shall at HCPS option, become HCPS property. HCPS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach.

If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPS can affirmatively collect damages.

D. ***Termination for Convenience of HCPS*** - HCPS may terminate all or any part of the requirement under this Contract for the convenience of HCPS. In the event of such termination, the Contract Manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Manager to the Contractor together with reasonable profit reasonably earned by the Contractor to the time of termination but not to include any profit not earned as of the date of termination.

E. ***Obligations of Contractor upon Termination*** - Upon notice of termination as provided in Paragraphs C and D above, the Contractor shall:

1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

2. Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Contractor under the orders or subcontracts terminated.

F. ***Remedies Not Exclusive*** - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

IX. RESPONSIBILITY OF CONTRACTOR

A. The Contractor shall perform the requirement with that standard of care, skill, and diligence normally provided by a contractor in the performance of similar services.

B. Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.

C. HCPS review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Contractor's negligent performance of any or the services furnished under this Contract.

D. The rights and remedies of HCPS provided for under this Contract are in addition to any rights and remedies provided by law.

X. EXAMINATION OF RECORDS

The Contractor agrees that the auditor of HCPS or any of its duly authorized representatives shall, until expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract.

XI. NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Harford County, or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPS, or any department, commission, agency or branch thereof.

XII. CONTINGENT FEE PROHIBITION

A. The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

B. For breach or violation of this warranty, HCPS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

XIII. COMPLIANCE WITH LAW

The Contractor hereby represents and warrants:

A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.

C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.

D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.

E. That the facts and matters set forth hereafter in the “Contract Affidavit” which is attached to this agreement and made a part hereof are true and correct.

XIV. RECEIPT AND OPENING OF BIDS/PROPOSALS

Sealed bids/proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County will be opened at the time and date so specified. Unless otherwise indicated, bids and proposals will be opened in the Purchasing Department, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, MD 21014. Offerors/Offerors must submit their bids/offers in a sealed envelope to the attention of the Purchasing Department. The Board of Education reserves the right to reject any or all bids/proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Bids/Proposals may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the bids/proposals are opened.

XV. AWARD OR REJECTION OF BIDS/PROPOSALS

The Board of Education also reserves the right to reject the bid/proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

The Board of Education also reserves the right to reject the bid/proposal of Offerors/offerors pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

The Board reserves the right to award a contract within ninety (90) days from the date of opening and all pricing must remain firm during that period and until the time of award. Tabulations and bid abstracts will not be provided.

XVI. INTERPRETATION

Should any Offeror/offeror be in doubt as to the meaning of the statement of work, or anything contained within the solicitation documents, the Offeror/offer will contact the Supervisor of Purchasing in writing and request a clarification or additional information. This clarification may result in the issuing of an addendum.

XVII. DEVIATIONS

Any deviations to the Specifications or statement of work, must be clearly noted in detail by the Offeror/Offeror, in writing at the time of submittal of the formal bid/proposal. Any deviations from the Specifications as written is ground for rejection of the material, equipment and or services when delivered and performed.

XVIII. WAIVER OF TECHNICALITIES

Minor differences in the Specifications or other minor technicalities may be waived at the discretion of Supervisor of Purchasing or upon recommendation to the Board of Education.

XIX. PERMITS AND LICENSES

The Contractor awarded this Contract must, at its expense, obtain any and all permits required by local, state, federal authorities. The Contractor at the time of bid opening must be fully licensed in all trades or special areas that require a license by local, state, federal authorities. It is the Contractor's responsibility to notify the HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

XX. MULTI-AGENCY PROCUREMENT

HCPS reserves the right to extend the Terms and Conditions of this Contract to any and all other public agencies and school districts. This is conditioned upon the Contractor's approval and all purchase and payment transactions will be made directly between the Contractor and the requesting public agency. HCPS assumes no obligation on behalf of any other agency.

XXI. POLITICAL CONTRIBUTION DISCLOSURE

Contractor shall comply with the provisions of Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including agencies or political subdivisions of the State, during the calendar

year under which the person receives in the aggregate $10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $100 to a candidate of elective office in any primary or general election.

XXII. NONDISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, marital status, or mental or physical handicap in connection with performance of this Contract. The Contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. For assistance or questions regarding compliance contact: U.S. department of Labor at 410-962-3572.

XXIII. GOVERNING LAW

Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

XXIV. DRUG, TOBACCO, ALCOHOL

All HCPS properties are "drug, tobacco and alcohol free zones" as designated by local and state laws. Neither the Contractor or their employees or subcontractors are permitted to have any drugs, tobacco, or alcohol product on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Contract.

XXV. CONTRACT

The request for proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the formal contract between the Offeror/offer and the HCPS.

XXVI. INSURANCE

Please review in detail the Insurance Requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company review these insurance requirements prior to submitting a bid or offer. Failure to comply with these Insurance Requirements may render the Bid/Offer as non-responsive.

XXVII. MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors.

XXVIII. EMPLOYMENT OF CHILD SEX OFFENDORS

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722 & of the Criminal Procedure Article of the Annotated code of Maryland states, "*A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a*

misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding $5,000 or both."

If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Contractor, the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Harford County Public School property, including the project property. Violation of this provision may result in Termination for Cause.

XXIX. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by Harford County Public School is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

XXX. LANGUAGE

All customer service operations must be based and housed within the continental United States and staffed by English speaking individuals who are fluent in the English language. A 1-800 toll free service line must be provided.

ATTACHMENT H

Harford County Public School System – Maryland
Insurance Requirements

(SPECIFIC ONLY TO HARFORD COUNTY PUBLIC SCHOOLS)

1. **General Insurance Requirements**

1.1 The Contractor shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

1.2 Insurance as required hereunder shall be in force throughout the term of the Contract . Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.

1.3 The Contractor shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Contractor herein unless any such requirement is expressly waived or amended by the Board in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.

1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.

1.6 If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Director of Purchasing for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Director of Purchasing denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

1.7 All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

1.8 Any deductibles or retentions in excess of $10,000 shall be disclosed by the Contractor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

1.9 If the Board is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.

2. **Contractor's Insurance**

2.1 The Contractor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

$1,000,000	Each Occurrence;
$1,000,000	Personal and Adv Injury;
$2,000,000	General Aggregate; and
$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

i. Liability arising from premises and operations;
ii. Liability arising from the actions of independent contractors;
iii. Contractual liability protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:

i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
ii. Automobile contractual liability.

2.1.3 <u>If the Contractor has any employees</u>, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

$100,000	Each accident for bodily injury by accident;
$100,000	Each employee for bodily injury by disease; and
$500,000	Policy limit for bodily injury by disease.

2.1.4 <u>If the Contractor is an individual or sole proprietor operating without workers compensation coverage,</u> personal health insurance or its equivalent is required

2.1.5 Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

$1,000,000	Each Claim or Wrongful Act; and

$2,000,000 Annual Aggregate

2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Contractor's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Contractor.

Special Notes: ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitle "Additional Insured – Designated Person or Organization" or a manuscript endorsement with the above wording is required.

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract: _____ (Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Contractor's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.4 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.5 If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

2.5.1 The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or

2.5.2 The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Indemnification**

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and

authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Contractor under this Contract.

4. **Waiver of Subrogation**

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Contractor under this Contract. Contractor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Contractor shall advise its insurers of the foregoing.

5. **Acknowledgment of Contractor's Independent Contractor Status and no Coverage For Contractor Under Board's Workers Compensation Coverage**

Contractor hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's performance of services for the Board. To the fullest extent permitted by law, the Contractor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Contractor shall advise its insurers of the foregoing.

6. **Damage To Property of The Contractor And Its Invitees**

To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
RFP - Faclities Solutions
#12-JLH-011

ATTACHMENT I

HARFORD COUNTY PUBLIC SCHOOLS

Robert Tomback, Superintendent 102 S. Hickory Ave, Bel Air, Maryland 21014

CERTIFICATION REGARDING U.S. GOVERNMENT
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Name and Title of Authorized Agency/Organization Representative

_____ _____
Signature Date

_____
Agency/Organization

Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the state or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendre to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State *"none"* or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any. _____

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____ _____
Witness Signature

_____
Date

LEASE AND RENTAL ITEMS

SECTION A

Item	Description	Item #	Lease (no cleaning) Pricing Per Week	Rental (w/cleaning) Pricing Per Week	Lost - Replacement Charge (EA)
Men's Long Sleeve Shirt	Poly Cotton Blend				
Men's Short Sleeve Shirt	Poly Cotton Blend				
Men's Long Sleeve Shirt	100% Cotton				
Men's Short Sleeve Shirt	100% Cotton				
Men's Long Sleeve Shirt Oxford	100% Cotton				
Men's Short Sleeve Shirt Oxford	100% Cotton				
Men's Polo Shirt	Poly Cotton Blend				
Men's Pants	Poly Cotton Blend				
Men's Pants	100% Cotton				
Men's Pants-Elastic Waist	Poly Cotton Blend				
Men's Pants-Jeans	100% Cotton				
Men's Cargo Pants					
Women's Long Sleeve Shirt	Poly Cotton Blend				
Women's Short Sleeve Shirt	Poly Cotton Blend				
Women's Long Sleeve Shirt	100% Cotton				
Women's Short Sleeve Shirt	100% Cotton				
Women's Long Sleeve Shirt Oxford	100% Cotton				

Item	Description	Item #	Lease (no cleaning) Pricing Per Week	Rental (w/cleaning) Pricing Per Week	Lost - Replacement Charge (EA)
Women's Short Sleeve Shirt Oxford	100% Cotton				
Women's Polo Shirt	Poly Cotton Blend				
Women's Pants	Poly Cotton Blend				
Women's Pants	100% Cotton				
Women's Elastic Waist	Poly Cotton Blend				
Women's Pants-Jeans	100% Cotton				
Chef Coats					
Chef Pants					
Aprons					
T-Shirt					
Jacket	Lightweight				
Jacket	Heavyweight				
Jacket	Hi-Visibility				
Jacket	Enhanced Visibility				
Jacket	Hi-Visibility With Liner				
Coveralls	Poly Cotton Blend				
Coveralls	100% Cotton				
Coveralls	Insulated				
Coveralls	Fire Retardant				

Item	Description	Item #	Lease (no cleaning) Pricing Per Week	Rental (w/cleaning) Pricing Per Week	Lost - Replacement Charge (EA)
Coveralls	Enhanced Visibility				
Fire Retardant Shirts					
Fire Retardant Pants					
Lab Coats	Poly Cotton Blend				
Smocks	Poly Cotton Blend				
Automotive Parts Washer					
Soiled Hamper					
Organization Emblem Tag					
Make Up Charges (additional emp)					
Delivery Fee					
Personalization of Name Tag					
Size Change of Uniform					
SECTION B					
Cotton Towels	Shop				
Microfiber Towels					
3x5 Carpet Mat	Carpet				
4x6 Carpet Mat	Carpet				
3x10 Carpet Mat	Carpet				

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
RFP - Faclities Solutions
#12-JLH-011

Item	Description	Item #	Lease (no cleaning) Pricing Per Week	Rental (w/cleaning) Pricing Per Week	Lost - Replacement Charge (EA)
3x5 Scraper Mat	Scraper				
2x3 Spring Step					
3x5 Duralite Mat					
3x5 Logo Mat					
24" Dust Mop					
24" Dust Mop Frame					
36" Dust Mop					
36" Dust Mop Frame					
48" Dust Mop					
48" Dust Mop Frame					
60" Dust Mop					
60" Dust Mop Frame					
Wet Mop					
11" Microfiber Mop					
11" Microfiber Mop Handle					
20" Microfiber Mop					
20" Microfiber Mop Handle					

SECTION C

Item	Description	Pricing Cost $	Pricing Detail/Structure (hourly, per unit, etc?)
Deep Restroom Cleaning			
Carpet Cleaning-Deep Clean			
Carpet Cleaning-Maintenance Clean			
Ceramic Tile Cleaning			
Floor Cleaner-Chemical			
Glass Cleaner-Chemical			
Multi-Purpose Disinfectant-Chemical			
Lockers			

DIRECT SALE ITEMS

SECTION D

Item	Description	Item #	Purchase Price
Work Boots	Steel Toe		
Work Boots	Non Steel Toe		
Hard Hats			
Protective Eye-Wear			
Comfort Hat	Wool		
Baseball Caps			
Belts	Black/Brown		
Gloves	Leather		

OTHER PRODUCT SOLUTIONS

Provide on a separate sheet detailed pricing of any other rental, lease, sale or other items you offer that will be available for public agencies.

OTHER FACILITIES SOLUTIONS

Provide on a separate sheet any other solutions you offer along with the prices for those solutions

Signature

Company Name

Name (Print or Type)

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CINTAS CORPORATION NO. 2

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is outlined in the Harford County Public Schools Cintas Facilities Solutions Agreement, Master Agreement #12-JOH-011C.

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 $125,000 annually or $250,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See attached Exhibit C.

Section A

Item	Item Number	Rental Unit Pricing
Men's Long Sleeve Shirt	935	$ 0.183
Men's Short Sleeve Shirt	935	$ 0.183
Men's Long Sleeve Shirt (Cotton)	330	$ 0.245
Men's Short Sleeve Shirt (Cotton)	330	$ 0.245
Men's Long Sleeve Shirt (Oxford)	374	$ 0.255
Men's Short Sleeve Shirt (Oxford)	374	$ 0.255
Men's Polo Shirt	259/262	$ 0.271
Men's Pants	945	$ 0.209
Men's Pants (cotton)	340	$ 0.344
Men's Pants (Elastic Waist)	N/A	$ -
Men's Pants (Jeans)	394	$ 0.296
Men's Cargo Pants	270	$ 0.326
Women's Long Sleeve Shirt	205	$ 0.173
Women's Short Sleeve Shirt	205	$ 0.173
Women's Long Sleeve Shirt (Cotton)	N/A	$ -
Women's Short Sleeve Shirt (Cotton)	N/A	$ -
Women's Long Sleeve Shirt (Oxford)	66528	$ 0.234
Women's Short Sleeve Shirt (Oxford)	66528	$ 0.234
Women's Polo Shirt	298	$ 0.271
Women's Pants	395/390	$ 0.275
Women's Pants (Cotton)	N/A	$ -
Women's Pants (Elastic Waist)	N/A	$ -
Women's Pants (Jeans)	394	$ 0.296
Chef Coats	82670	$ 0.234
Chef Pants	71125	$ 0.326
Aprons	67627	$ 0.148
T-Shirts	268	$ 0.194
Jacket (Lightweight) (per jacket)	677	$ 0.436
Jacket (Heavyweight) (per jacket)	970	$ 0.418
Jacket (Hi-Visibilty)	PURCHASE ONLY-60862	$ -
Jacket (Enhanced-Visibilty)	PURCHASE ONLY-59970	$ -
Jacket (Hi-Visibilty-With Liner)	PURCHASE ONLY-60926	$ -
Coveralls (Poly Cotton Blend)-Per Coverall	912	$ 0.306
Coveralls (Cotton)-Per Coverall	910	$ 0.418
Coveralls (Insulated)-Per Coverall	914	$ 0.764
Coveralls (FR)-Per Coverall	82302	$ 0.785
FR Shirts (per shirt)	60694	$ 0.387
FR Pants (per pant)	70644	$ 0.387

Lab Coats (per coat)	925	$ 0.245
Smocks	833	$ 0.163
Soiled Hamper	N/A	$ -
Emblem (waived on initial install for first 30 days)	N/A	**Cost**
Make Up Charge-waived on initial installation and for the first 30 days of service.	N/A	$ 1.529
Name Tag	N/A	$ 1.529
Delivery Fee	N/A	$ -
Size Premium	Price Per Garment	$ 0.153
Lockers		$ 3.57

Please note that all pricing given is based upon the per piece rental/lease price reflecting the investment new garments in a public agency uniform progr

Auto L/R's are not permitted!

Item No.	COMFORT SHIRTS	US Communities Price	LR Rate
865	PLEATED PANTS	$ 0.284	$ 22.418
271	Women's Comfort Shirt	$ 0.189	$ 16.712
299	PREMIUM PRO-KNIT POLO SHIRTS	$ 0.315	$ 23.947
366	HIGH IMAGE JACKETS	$ 0.454	$ 50.950
82497	00 White Polyester Butcher Coat	$ 0.277	$ 24.456
82497	80 Light Blue Polyester Butcher Coat	$ 0.309	$ 27.513
384	CARHARTT SHIRT	$ 0.408	$ 24.456
381	CARHARTT 5 POCKET JEAN	$ 0.469	$ 26.494
382	CARHARTT CARPENTER JEAN	$ 0.520	$ 29.551
383	CARHARTT WORK PANT	$ 0.469	$ 26.494

Additional Garment as of 8/4/2016			
275	HI PERFORMANCE POLO	$ 0.380	$ 28.000
66273	WOM HI IMAGE WORK SH	$ 0.280	$ 23.150
66275	POLO WMNS POLY SS	$ 0.380	$ 28.000

Auto L/R's are not permitted!

Item Number	Item Description	US Communities Price	LR Value
8704	3x5 Treadlock Mat	$ 5.273	$ 106.995
8705	4x6 Treadlock Mat	$ 5.741	$ 141.641
8706	3x10 Treadlock Mat	$ 7.960	$ 213.990
1802	3X5 SPRING STEP	$ 2.683	$ 66.235
84302	3X5 SAFETY MAT	$ 3.714	$ 66.235
1800	3X5 COFFEE MAT	$ 3.714	$ 66.235
84401	4X6 LOGO MAT **(requires buyback)**	$ 6.809	$ 180.000
84001	3X10 LOGO MAT **(requires buyback)**	$ 8.460	$ 229.275
1946	24' MOP FRAME	N/A	$ 10.190
1947	36" MOP FRAME	N/A	$ 10.190
1948	48" MOP FRAME	N/A	$ 10.190
1045	60" MOP FRAME	N/A	$ 10.190
6924	WOOD DUST MOP HANDLE	N/A	$ 10.190
6913	24OZ SYNTH WET MOP	$ 1.857	$ 15.285
6922	WOOD WET MOP HANDLE	N/A	$ 10.190
		$ -	
6999	12" MICROFB MOP FRAME	N/A	$ 9.681
7002	20" MICROFB MOP FRAME	N/A	$ 10.190
7001	36" MICROFBR MOP	$ 0.578	$ 12.228
7003	36" MICROFB MOP FRAME	N/A	$ 15.285
6930	MICROFBR MOP CONTAIN	$ 13.757	$ 91.710
7432	12"x12" MICROFIBER WIPER (BLUE)	$ 0.165	$ 2.446
7433	12"x12" MICROFIBER WIPER (Orange)	$ 0.165	$ 2.446
7717	16" x 16" MICROFIBER WIPER (WHITE)	$ 0.165	$ 1.325
8020	MICROFIBER TUBE MOP	$ 2.293	$ 20.380
9338	ALCOHOL FOAM SANITIZER SERVICE - 1000 ml	$ 5.044	$ 25.475
9329	ALCOHOL FOAM SANITIZER REFILL - 1000 ml	N/A	N/A
9314	HEAVY DUTY SOAP SCRUB SERVICE - 1000 ml	$ 2.366	$ 25.475
9315	HEAVY DUTY SOAP SCRUB REFILL - 1000 ml	N/A	N/A
9326	ANTIBACTERIAL FOAM SOAP SERVICE - 800 ml	$ 2.265	$ 25.475
9327	ANTIBACTERIAL FOAM SOAP REFILL - 800 ml	N/A	N/A
9312	MOISTURIZING SOAP SERVICE - 1000 ml	$ 1.816	$ 25.475
9313	MOISTURIZING SOAP REFILL - 1000 ml	N/A	N/A
9330	PAINT REMOVER HAND SCRUB SERVICE - 1000 ml	$ 3.026	$ 25.475
9331	PAINT REMOVER HAND SCRUB REFILL - 1000 ml	N/A	N/A
9332	ANTIBACTERIAL GEL SOAP SERVICE (FOOD SVC) - 1000 ml	$ 1.816	$ 25.475
9333	ANTIBACTERIAL GEL SOAP REFILL (FOOD SVC) - 1000 ml	N/A	N/A
9320	HAIR & BODY WASH SERVICE - 1000 ml	$ 2.036	$ 25.475
9321	HAIR & BODY WASH REFILL - 1000 ml	N/A	N/A
9322	INSTANT HAND SANITIZER SERVICE - 1000 ml	$ 2.806	$ 25.475
9323	INSTANT HAND SANITIZER REFILL - 1000 ml	N/A	N/A
9348	ANTIBACTERIAL SPRAY SOAP SERVICE - 800 ml	$ 3.723	$ 25.475
9349	ANTIBACTERIAL SPRAY SOAP REFILL - 800 ml	N/A	N/A
9980	SOAP DISPENSER - WHITE	$ -	$ 25.475
9982	AUTO SOAP DISPENSER - WHITE	$ -	$ 35.665
2161	SM SHOP TWL-WHT	$ 0.132	$ 0.459
2169	SM SHOP TWL-BLUE	$ 0.110	$ 0.459
9025	C PULL TOWEL RFL (Bill by Roll)	$ 6.420	$ 20.380
9110	JRT TOILET PAPER RFL (Bill by Roll)	$ 4.586	$ 20.380
9023	C PULL TOWEL SVC (Only for Flat Bill*)	$ 1.972	$ 20.380
9025	C PULL TOWEL RFL (Flat Billing Refill)	N/A	N/A
9109	JRT TOILET PAPER SVC (Only for Flat Bill*)	$ 1.266	$ 20.380
9110	JRT TOILET PAPER RFL (Flat Billing Refill)	N/A	N/A
9305	ELECTRONIC PAPER DISPENSER	N/A	$ 112.090
9019	ELECTRONIC PAPER RFL (Flat Billing Refill)	$ 6.878	$ 20.380
7699	C PULL TOWEL CASE (Qty 6)	$ 43.104	N/A
7702	JRT TOILET PAPER CASE (Qty 12)	$ 47.689	N/A
2864	BIB APRON - WHITE	$ 0.330	$ 4.484
2873	BIB APRON - BLACK	$ 0.330	$ 4.484
2861	BIB APRON - RED	$ 0.330	$ 4.484
2700	TERRY TOWEL	$ 0.128	$ 1.325
2964	STRIPE SWIPE TOWEL	$ 0.174	$ 1.325
2750	RIBBED TERRY TOWEL	$ 0.128	$ 1.325

2702	BLUE TERRY TOWEL	$ 0.128	$ 1.325
2921	STRIPE GLASS TOWEL	$ 0.174	$ 1.325
2701	#2 TERRY TOWEL	$ 0.128	$ 1.325
3035	GRILL PAD	$ 0.110	$ 1.997
6116	MM AIR FRESHENER SVC	$ 2.930	$ 25.475
6123	MM AIR FRESHENER RFL	N/A	N/A
6122	MM AIR FRESHENER REFILL - MANGO PARADISE	N/A	N/A
6119	MM AIR FRESHENER REFILL - CITRUS SLICE	N/A	N/A
9295	MM AIR FRESHENER REFILL - CLEAN BREEZE	N/A	N/A
6124	MM AIR FRESHENER REFILL - CINNAMON	N/A	N/A
9231	AUTO DRIP CLEAN SVC	$ 2.806	$ 35.665
9232	AUTO DRIP MANGO RFL	N/A	N/A
6515	AUTO FLUSH CLAMP SERVICE	$ 2.806	$ 229.275
9154	TOILET SEAT CLNR SVC	$ 1.857	$ 15.285
9155	TOILET SEAT CLNR RFL	N/A	N/A
9214	URINAL SCREEN RFL - CINNAMON	N/A	N/A
9210	URINAL SCREEN SVC	$ 1.039	N/A
7420	SAFWASHR FLD RFL SW4	$ -	$ 14.776
7524	SAFEWASHER FILTER	N/A	$ 14.266
7643	SAFEWASHER SW23 L/R	N/A	$ 1,681.350
7644	SAFEWASHER SW25 L/R	N/A	$ 1,681.350
7645	SAFWASHR FLD SW3 L/R		$ 14.776
7600	2 or 3 BUTTON DISPENSER INSTALL FEE* (ONE TIME CHARGE)	$ 50.950	N/A
7619	FOAMER DISPENSER INSTALL FEE (ONE TIME CHARGE)	$ 25.475	N/A
7500	CLEANING CHEMICAL DISPENSER MAINTENANCE FEE*	$ 2.751	$ 377.030
7550	3 COMPART SINK CHEMICAL DISPENSER MAINTENANCE FEE*	$ 2.751	$ 341.365
2294	FOAMING CHEMICAL DISPENSER MAINTENANCE FEE*	$ 2.751	$ 203.800
2271	FC1 - HEAVY DUTY FLOOR CLEANER	$ 1.284	N/A
2274	FC2 - BIO-BASED FLOOR CLEANER	$ 1.559	N/A
2282	FC3 - INDUSTRIAL FLOOR CLEANER/DEGREASER	$ 2.568	N/A
2272	FC4 - NEUTRAL FLOOR CLEANER	$ 0.734	N/A
2295	RR1 - HVY DTY RESTRM CLNR / DISINFECT - MOP BUCKET	$ 1.422	N/A
2275	GL1 - GLASS & MULTI-SURFACE CLEANER	$ 1.834	N/A
2276	RR1 - HVY DTY RESTRM CLNR / DISINFECT - BOTTLE	$ 2.797	N/A
2277	OC1 - ODOR COUNTERACTANT / FABRIC FRESHENER	$ 5.503	N/A
7544	FC1 - HEAVY DUTY CLEANER - BOTTLE	$ 1.284	N/A
7513	Z1 - HARD SURFACE SANITIZER	$ 3.072	N/A
2281	DG1 - HVY DTY FOAMING DEGREASER - BOTTLE / FOAMER	$ 1.376	N/A
2278	SK1 - POT & PAN DETERGENT	$ 1.101	N/A
2279	SK2 - THREE COMPARTMENT SINK SANITIZER	$ 1.101	N/A
7670	TRIGGER SPRAYER	$ 5.095	$ 5.095
7574	TRIGGER SPRAYER LABELS		$ 2.038
7716	QUAT STRIPS		$ 7.082
	*** Required for all Chemical Customers**		
7587	CINTAS DRAIN SERVICE	$ 31.589	$ 290.415
8523	DLM - DRAIN COVERS 2 INCH		$ 11.209
8524	DLM - DRAIN COVERS 3 INCH		$ 11.209
8526	DLM - DRAIN COVERS 4 INCH		$ 11.209
7705	SANIS ULTRACLEAN BASE CHARGE*	$ 30.570	N/A
7706	SANIS ULTRACLEAN SQ FT CHARGE*	$ 0.183	N/A
	* Weekly or EOW Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x $.183 = $73.20 + $30.57 Base Charge = $103.77		
	* Monthly Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x $.183 = $73.20 + $50.95 Base Charge = $124.15		
8000	8 COMPARTMENT HANGER LOCKER	$ 3.567	$ 504.405
8004	SOIL LOCK-UP	$ 3.006	$ 402.505
10196	3X5 TRAFFIC MAT - GRANITE	$ 4.050	$ 67.500
10197	4X6 TRAFFIC MAT - GRANITE	$ 5.175	$ 99.000
10198	3X10 TRAFFIC MAT - GRANITE	$ 6.300	$ 135.000
10199	4X8 TRAFFIC MAT - GRANITE	$ 7.425	$ 162.000
Auto L/R's are not permitted!			

SECTION B

Item	Item Number	Rental Unit Pricing	LR Pricing
Automotive Parts Washer		$ 30.560	N/A
Cotton Towels	2160	$ 0.061	$ 0.459
Microfiber Towels	7432	$ 0.153	$ 1.325
3x5 Carpet Mat	843XX	$ 2.038	$ 45.855
4x6 Carpet Mat	844XX	$ 2.517	$ 71.330
3x10 Carpet Mat	840XX	$ 2.996	$ 91.710
3X5 Scraper Mat	2477	$ 2.181	$ 45.855
2X3 Spring Mat	1801	$ 1.549	$ 50.950
3X5 Duralite Mat	1810	$ 2.372	$ 50.950
3X5 Logo Mat	84301	$ 2.364	$ 81.520
24" Dust Mop	2570	$ 0.815	$ 127.375
24" Dust Mop Frame	1946	N/C	$ 8.152
36" Dust Mop	2590	$ 0.968	$ 10.190
36" Dust Mop Frame	1947	N/C	$ 10.190
48" Dust Mop	2604	$ 1.274	$ 10.190
48" Dust Mop Frame	1948	N/C	$ 12.228
60" Dust Mop	2610	$ 1.478	$ 10.190
60" Dust Mop Frame	1045	N/C	$ 16.304
Wet Mop	2650	$ 1.406	$ 10.190
11" Microfiber Mop	6998	$ 0.275	$ 12.228
11" Microfiber Mop Handle	6999	N/C	$ 5.095
20" Microfiber Mop	7000	$ 0.459	$ 7.133
20" Microfiber Mop Handle	7002	N/C	$ 10.190

Auto L/R's are not permitted!

File #: 17-032, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SDB INC., DOING BUSINESS AS SDB CONTRACTING SERVICES, FOR GENERAL MAINTENANCE AND REPAIR SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with SDB Inc., dba SDB Contracting Services, for general maintenance and repair services in an amount not to exceed $300,000 for the entire term of the Agreement, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional two, one-year renewals. The initial term of the Agreement is effective until June 24, 2017.

Background

The Agreement with SDB Contracting Services will be used for general maintenance and repairs at City of Glendale facilities on an as-needed basis.

SDB Contracting Services was awarded a bid by Maricopa County as described in the Job Order Contractor for Facilities Management Contract and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities in which Glendale is a member. Contract No. 14007-JOC was awarded on June 25, 2014 and is effective through June 24, 2017, and includes an option to renew the contract an additional two, one-year renewals, allowing the contract to be extended through June 24, 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

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles throughout the city. This Agreement will allow Facilities Management to continue to provide general maintenance and repairs on an as-needed basis to its tenants in city facilities, without interruption of service.

Community Benefit/Public Involvement

By ensuring facility maintenance and repair issues are performed in a timely manner, the life of city facilities are extended and further damage, decay and/or repairs are minimized.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating and Maintenance budgets for the various city departments. Expenditures with SDB Contracting Services are not to exceed $300,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
$300,000	Varies

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SDB INC., DBA SDB CONTRACTING SERVICES

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 SDB Inc., an Arizona corporation authorized to do business in Arizona, dba SDB Contracting Services ("Contractor"), collectively, the "Parties."

RECITALS

A. On June 25, 2014, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Job Order Contractor for Facilities Management, Contract No. 14007-JOC ("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 supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was June 25, 2014, until the date the contract expires on June 24, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond June 24, 2019. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until June 24, 2017. The City Manager or designee, however, may renew the term of this Agreement for 2 one-year periods until the

Cooperative Purchasing Agreement expires on June 24, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

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

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred thousand dollars ($300,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. 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 Vern Baker
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-2679

and

SDB Inc., dba SDB Contracting Services
c/o Brian Bohnsack
810 West 1st Street
Tempe, Arizona 85281
480-967-5810

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

SDB Inc., dba SDBContracting Services, an Arizona corporation

By: Brian Bohnsack
Name: Brian Bohnsack
Title: Vice President/COO

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SDB INC., DBA SDB CONTRACTING SERVICES

EXHIBIT A

MARICOPA COUNTY CONTRACT NO. 14007-JOC
JOB ORDER CONTRACTOR FOR FACILITIES MANAGEMENT
FULL CONTRACT AVAILABLE UPON REQUEST

JOB ORDER CONTRACTOR (JOC) CONTRACT

MARICOPA COUNTY, ARIZONA

JOB ORDER CONTRACTOR FOR FACILITIES MANAGEMENT

Office of Procurement Services

Serial # 14007-JOC
C-73-14-066-5-00

Facilities Management, Maricopa County Arizona

Division 0 - Bidding & Contract Requirements

Section	Description	Number of Pages
00005	Table of Contents	1
00500	Construction Contract	4
00610	Payment Bond and Performance Bond	3
00700	General Conditions Table of Contents	6
00700	General Conditions to the Construction Contract	43
	Exhibit A – Definitions to the General Conditions	3
	Exhibit B – Alternate Dispute Resolution	5
	Exhibit C – Legal Worker Certification	1
	Exhibit D – Request for Proposal for Task Order	1
	Exhibit E – Performance Bond and Payment Bond Forms	2
	Exhibit F – SBE Reporting Document	1
	Exhibit G – Request for Qualifications dated February 13, 2014	102
	Exhibit H – Statement of Qualifications dated March 7, 2014	34
	Exhibit I – Certificate of Insurance for Job Order Contract	2
	Exhibit J – General Requirements for the Job Order Contracts	109

All of the exhibits above are incorporated by reference as though fully set forth herein whether or not physically attached to this contract.

END OF SECTION

SECTION 00500

JOB ORDER CONTRACT

A. EFFECTIVE DATE:

This CONTRACT is entered into by and between the Owner and the Job Order Contractor as Contract No. 14007-JOC, and shall be effective as of June 25, 2014.

B. OWNER:

MARICOPA COUNTY
c/o Facilities Management Department
401 West Jefferson Street
Phoenix, Arizona 85003

C. JOB ORDER CONTRACTOR:

SDB Contracting Services
810 W. 1st Street
Tempe, AZ 85281
Office: (480) 967-5810; Fax: (480) 967-5841; E-Mail: brianb@sdb.com

D. RECITALS:

The scope of work and specifications for a broad range of services will be identified in individual Task Orders which will be issued by the Owner from time to time. See EXHIBIT D hereto.

NOW THEREFORE, intending to be legally bound and for valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner and Job Order Contractor agree as follows:

E. AGREEMENT:

Article I. THE CONTRACT

1.1 The Task Order and other Contract Documents explained in Section 7.1 below and the definitions which are contained Section 00700, Exhibit A, govern this Job Order Contract.

Article II. THE WORK

2.1 The Job Order Contractor shall execute the entire Work described by each Task Order, including work which is reasonably inferable and necessary to produce the results intended by the Contract and the Task Order.

Article III. CONTRACT TIME

3.1 The Job Order Contractor shall have access to the area of the Work effective from the date of the Notice to Proceed for the assigned Task and shall achieve Substantial Completion and Final Completion of the Work no later than the performance period specified in each Task Order issued. The length of this Contract for services will be for a period of three (3) years with two one-year options to extend the contract, but in no event will this Contract's Term

continue longer than five (5) years from the date of the Contract. The term of this Contract shall not be extended. All Work issued hereunder must be completed in full by the final expiration date of this Contract. Extensions to this Contract for years 4 and 5 may only be made by an amendment signed by both parties. A permission to complete a Task Order that extends into Year 4 or Year 5 does not extend the Contract in its entirety for the additional year.

3.2 The Job Order Contractor shall achieve Substantial Completion of the Work (as defined in Section 00700, Article 9.8 herein, and evidenced by a Certificate of Substantial Completion) not later than as specified in each Task Order.

3.3 The Job Order Contractor shall achieve (as defined in Section 00700, Article 9.9 herein, and evidenced by a Certificate of Final Completion) no later than as specified in each Task Order.

Article IV. CONTRACT SUM

4.1 The Owner shall pay the Job Order Contractor in current funds for the Job Order Contractor's performance of individual Task Orders in an aggregate amount not to exceed Fifteen Million Dollars ($15,000,000.00) in total, and not to exceed Five Million Dollars ($5,000,000.00) per Fiscal Year, which Fiscal Year shall be designated by the Owner as beginning on July 1st and ending on June 30th of the next calendar year. The single maximum value of a task issued shall not exceed $1,000,000.00. The Owner does not guarantee a minimum Contract Sum under this Contract, and Job Order Contractor, in accepting this Contract, does not expect a minimum Contract Sum. Payments will be made in accordance with the sum negotiated for each specific Task Order.

Maricopa County, at its sole discretion, may require the Job Order Contractor to purchase from a specified or designated County supplier (i.e. Home Depot) any and/or all available materials applied or installed by the Job Order Contractor or its subcontractors for a Task Order. The materials purchased by the Job Order Contractor(s), or its subcontractor(s), shall be purchased by the Job Order Contractor(s), or its subcontractor's, using their own funds and/or credit. Any discounts offered to the JOC by the County's material supplier shall be passed through to the County without markup. The County is not a party to these transactions and any issue/disputes shall be resolved without the involvement of the County.

4.2 LABOR PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract renewal. Requests for adjustment in cost of labor must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey. This section covers the positions of Project Manager, Superintendent and Engineer/Coordinator.

4.3 FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION COSTS UP TO $250,000.00

Overhead must be all inclusive and include all "costs of doing business". The County will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the Work being performed and approved by the Owner. The Job

Order Contractor agrees the overhead shall be no more than 8% and the fee shall be capped at 5%.

4.4 FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION OVER $250,000.00

Overhead must be all inclusive and include all "costs of doing business". The County will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the Work being performed and approved by the Owner. Overhead cost and percentages in addition to Job Order Contractor fee(s) shall be negotiated between the Job Order Contractor and the County for any projects exceeding $250,000.00.

Article V. PROGRESS PAYMENTS

5.1 Progress payments will be made in accordance with Article 9 of the General Conditions to the Job Order Contract.

Article VI. FINAL PAYMENT

6.1 Final Payment will be made in accordance with Article 9 of the General Conditions to the Job Order Contract.

Article VII. CONTRACT DOCUMENTS

7.1 The Contract consists of the following documents incorporated herein by this reference:

7.1.1 The Job Order Contract – Section 00500.

7.1.2 The General Conditions to the Job Order Contract – Section 00700.

7.1.3 Permits, Change Orders, Change Directives, amendments or modifications to the Contract.

7.1.4 Any and all documents issued during the procurement process for this Contract.

7.1.5 Task Order documents including, but not limited to, Task Orders, associated plans and specifications.

7.1.6 Any addenda to any issued Task Orders or other Contract documents.

7.1.7 Exhibits to **Section 00700:**

Exhibit A – Definitions to the General Conditions
Exhibit B – Alternate Dispute Resolution
Exhibit C – Legal Worker Certification
Exhibit D – Request for Proposal for Task Order
Exhibit E – Performance Bond and Payment Bond Forms
Exhibit F – SBE Reporting Document
Exhibit G – Request for Qualifications dated February 13, 2014
Exhibit H – Statement of Qualifications dated March 07, 2014
Exhibit I – Certificate of Insurance for Job Order Contract.

Exhibit J – General Requirements for the Job Order Contracts

All of the exhibits listed above are incorporated by reference as though fully set forth, whether or not they are physically attached to this Contract.

7.1.8 All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

F. STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

JOB ORDER CONTRACTOR FOR FACILITIES MANAGEMENT
14007-JOC

Principal (Signature)	06/04/2014 Date
Brian Bohnsack Printed Name	94-2705363 Federal Tax Identification Number
VP/COO Title	ROC070507 B1 License Number
Vendor Terms	914-84 NIGP Commodity Code (Advantage)

COUNTY OF MARICOPA, ARIZONA

RECOMMENDED BY:

Department Head — Date 6 18 14

ACCEPTED AND APPROVED:

Chairman, Board of Supervisors — Date JUN 25 2014

ATTEST:

Clerk of the Board — Date JUN 25 2014

LEGAL REVIEW

Approved as to form and within the powers and authority granted under the laws of the State of Arizona to Maricopa County.

By: _____
Attorney for the Board of Supervisors

Date: 16 Jun 2014

SDB
CONTRACTING SERVICES

Attachment _____

TIME AND MATERIAL RATES

Submitted To: **Brian Garcia**
Project : **JOC**
Owner: **Maricopa County**
Effective Date: **6/25/2014**
Effective To: **6/24/2017**

LABOR	T	1.5T	2T
PROJECT MANAGER	$90.00	$90.00	$90.00
SUPERINTENDENT	$61.00	$89.00	$115.00
PROJECT ENGINEER	$41.00	$60.00	$77.00
FOREMAN	N\A	N\A	N\A
JOURNEYMAN	N\A	N\A	N\A
APPRENTICE	N\A	N\A	N\A

SDB P.O.'S	MATERIAL	SUBS	EQUIPMENT
All P.O.'s	N\A	N\A	N\A

SDB, Inc.

6-2-14
Date

Brian Garcia

Date

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SECTION 00700

GENERAL CONDITIONS TO THE CONSTRUCTION CONTRACT

ARTICLE 1: GENERAL PROVISIONS

1.1 DEFINITIONS, CORRELATION AND INTENT

1.1.1 Definitions. Unless otherwise provided herein, capitalized terms used in this Contract, and not otherwise defined herein, have the respective meanings set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

1.1.2 Entire Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

1.1.3 Contractual Relationship. The Contract shall not be construed to create a contractual relationship of any kind (1) between the Design Professional and the Job Order Contractor, (2) between any Authorized Agent and the Job Order Contractor, (3) between the Owner and a Subcontractor or (4) between any persons or entities other than the Owner and Job Order Contractor. The Job Order Contractor is not a third party beneficiary to any agreement between the Owner and the Design Professional. Performance by the Design Professional of duties under such agreements is solely for the benefit of parties identified as beneficiaries under such agreements.

1.1.4 Intent. The intent of the Contract is to include all items necessary for the proper execution and completion of the Work by the Job Order Contractor.

1.1.5 Design Professional's Supplemental Instruction. Written interpretations necessary for the proper execution of the Work in the form of a Design Professional's Supplemental Instruction will be issued with reasonable promptness by the Design Professional. Supplemental Instructions may either be instructions, drawings or additional information but shall not change the Contract Sum or Contract Time unless there is a subsequently executed Change Order.

1.1.6 Request for Information/Interpretation. The Job Order Contractor shall submit requests for information and/or interpretation of the Contract to the Design Professional or to the Owner's designee, as may be requested by the Owner.

1.1.7 Contract Document Order of Precedence. The Drawings, Specifications, Task Orders, and other Contract Documents will govern the Work. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete Project. Anything in the Specifications and not on the Drawings, or on the Drawings and not in the Specifications shall be as though shown or mentioned in both.

1.1.7.1 If there is a conflict among Contract Documents, the document highest in precedence shall control. The precedence for the Contract Documents shall be from the most restrictive to the lesser restrictive in the following order:

1.1.7.1.1 The Contract.

1.1.7.1.2 General Conditions.

1.1.7.1.3 General Requirements.

1.1.7.1.4 All applicable codes including, but not limited to Building Codes and Permits from agencies required by law.

1.1.7.1.5 Change Orders.

1.1.7.1.6 Contract Specifications.

1.1.7.1.7 Contract Drawings - Material/Equipment Schedules.

1.1.7.1.8 Contract Drawings - Detailed Plans, elevations, sections and isometrics.

1.1.7.1.9 Contract Drawings - General Plans, elevations, sections and isometrics.

1.1.7.1.10 Standard Plans, i.e. standard structural details, devices or instructions referred to on the Plans or Specifications by title or number.

1.1.7.1.11 Reference Specifications, i.e. Test References, etc.

1.1.7.2 The Job Order Contractor shall, upon discovering any error or omission in the Drawings or Specifications, immediately notify the Owner in writing.

1.1.8 Discrepancies in Contract. If there is any discrepancy, inconsistency, or ambiguity in the quality or quantity of the Work or materials required under the Contract, the Job Order Contractor shall (1) immediately bring such discrepancy, inconsistency, or ambiguity to the attention of the Owner, and (2) provide the better quality of and/or greater quantity of the Work or materials, without an increase in the Task Order Sum, unless otherwise directed in writing by the Owner. If the Owner accepts the lower quality or quantity of Work or materials, the Job Order Contractor shall remit to the Owner the difference in cost between the better quality or greater quantity and such lower quality or lesser quantity. Such remittance shall be in the form of a deductive Change Order as identified in Article 7.1.1.

1.1.9 Organization of Specifications and Drawings Not to Control Division of Work. Organization of the Specifications into divisions and sections, and arrangement of Drawings, shall not control the Job Order Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.1.10 Job Order Contractor Solely Responsible for Division of Work. The Job Order Contractor is solely responsible for the division of the Work among Subcontractors. The Owner will not act as arbiter as to which trade or Subcontractor is to furnish or install the various items indicated or required to complete the Work. The Job Order Contractor shall make necessary arrangements to reconcile any and all labor conflicts without delay, damage, or cost to the Owner and without recourse to the Owner. Nothing in this section shall preclude the Owner from specifying that work be done by a specific Sub-Contractor to comply with the Owner's internal policies or requirements.

1.1.11 Technical and Industry Meanings. Unless otherwise stated in the Contract, words which have well-known technical or construction industry meanings are used in the Contract in accordance with such recognized meanings.

1.1.12 Current Standards. Where a reference in the Contract to an American Society for Testing and Materials Standard (ASTM), American National Standards Institute Standard (ANSI), federal specification, or other recognized standard does not include the date of the standard, the edition current as of the date of the Contract Documents shall apply. No consideration will be given to claimed ignorance as to what a cited standard contains, since the Job Order Contractor and each Subcontractor is considered to be experienced and familiar with the generally accepted, published standards of quality and workmanship for its own trade. Requirements of such referenced standards form a part of the Specifications to the extent indicated by the references thereto.

1.2 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.2.1 Minor Design Services May Be Required For Some Task Orders. For those Task Orders that may require design services the Job Order Contractor shall consult with the Owner who may retain the services of a registered professional or request Job Order Contractor to retain a Design Professional. This section does not apply to fire protections or pre-fabricated metal structures, or any other exceptions as required by the Owner.

1.2.2 All Drawings, Specifications, and copies thereof furnished by or to the Job Order Contractor are and shall remain the property of the Owner. The Drawings and Specifications and the design reflected therein shall be kept strictly confidential and shall not be disclosed or released except as necessary for the performance of the Work. Neither the Job Order Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, or other documents. The Owner will retain all common law, statutory, and other reserved rights, in addition to the copyright. The Drawings, Specifications, and other documents prepared by the Job Order Contractor are for use solely with respect to this Project. They are not to be used by the Job Order Contractor or any Subcontractor on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner. The Job Order Contractor and its Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents necessary for execution the Work. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's copyright or other reserved rights. Owner hereby releases Job Order Contractor from any and all liability that may arise in connection with the subsequent use of such Drawings and Specifications by the Owner and others. Job Order Contractor and Subcontractors shall not take or disseminate any photographs or videography of parts of the Project or the Project itself without first obtaining written permission of the Owner. This section shall not apply in the instance of the Job Order Contractor or Subcontractors utilizing pictures or videography internally in order to perform the Work.

ARTICLE 2: OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.1.1 The Owner shall furnish, for information purposes only, a copy of existing site information and conditions and shall also furnish any Plans and Specifications needed to construct the Project, if such have been prepared.

2.1.2 Communication with Job Order Contractor. The Owner shall forward all communications to the Job Order Contractor.

2.1.3 Aesthetic Decisions. The Owner's decisions on matters relating to aesthetic effect will be final.

2.2 OWNER'S RIGHT TO STOP THE WORK

2.2.1 If the Job Order Contractor fails to perform or correct Work which is not in accordance with the requirements of the Contract, or does not allow other contractors to timely perform their work, the Owner may order the Job Order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Job Order Contractor or any other person or entity.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 The Owner shall have the right to contact the Job Order Contractor's Surety if the Owner determines that the Job Order Contractor is not performing in accordance with the Contract. If the Job Order Contractor defaults or neglects to carry out the Work in accordance with the Contract, or fails to commence and continue correction of such default or neglect with diligence or promptness, the Owner may, after forty eight (48) hours written notice to the Job Order Contractor and its Surety, require the Surety to promptly assume the obligations of the Contract. Should the Surety fail to assume the obligations within five (5) days after receipt of the written notices then Owner, without prejudice to any other remedy it may have, may correct such nonconforming Work. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Job Order Contractor or the Surety all costs of correcting such nonconforming Work, including but not limited to, compensation for additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due the Job Order Contractor or its Surety are not sufficient to cover such amount, the Job Order Contractor or its Surety shall pay the difference to the Owner within thirty (30) days after receipt of the Owner's invoice.

ARTICLE 3 JOB ORDER CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY JOB ORDER CONTRACTOR

3.1.1 Notice of Errors. The Job Order Contractor warrants that he has carefully reviewed the Contract, and all documents pertaining to the Work, and that he is satisfied as to the feasibility and correctness of the Contract to perform the Work within the Contract Time. The Job Order Contractor shall immediately report to the Owner any errors,

inconsistencies, or omissions discovered in the Contract Documents prior to submitting its Proposal. Any error, inconsistency, or omission which could have been discovered prior to submitting its Proposal are waived unless reported in written form to the Owner before submitting its Proposal. If the Job Order Contractor performs any construction activity containing an error, inconsistency, or omission that the Job Order Contractor recognized or should have recognized through the exercise of reasonable diligence, without reporting such error, inconsistency, or omission to the Owner, the Job Order Contractor shall assume responsibility for such performance and shall bear the costs for correction.

3.1.2 Examination of Site. The Job Order Contractor warrants that he has visited and examined the character of the Site and any existing structures and has satisfied himself as to the nature of the Work and all matters which could in any way affect the Work. The Job Order Contractor warrants that he has reviewed the geotechnical report, if any, included in the Proposal Documents. The Job Order Contractor shall take field measurements and verify field conditions and shall compare such field measurements and conditions and other information known to the Job Order Contractor with the Contract before commencing the Work. Errors, inconsistencies, or omissions discovered shall be reported to the Owner prior to submitting its Proposal. Any error, inconsistency, or omission which could have been discovered by the Job Order Contractor prior to submitting its Proposal are waived unless reported in written form to the Owner before submitting its Proposal. The accuracy of grades, elevations, dimensions, or locations on work installed by other contractors is not guaranteed by the Owner. The Job Order Contractor shall verify the accuracy of all grades, elevations, dimensions, and locations relating to the Work. In cases of interconnection of the Job Order Contractor's Work with other work, it shall verify at the Site all dimensions relating to such other work. Any error due to the Job Order Contractor's failure to verify the accuracy of such grades, elevations, location, or dimensions shall be promptly rectified by the Job Order Contractor without any additional cost to the Owner.

3.1.3 Job Order Contractor License. The Job Order Contractor warrants (1) that it is licensed under the laws of the State of Arizona to perform the Work at the time of Proposal submission, and (2) that it is familiar with and will comply with all applicable laws, statutes, ordinances, building codes, rules and regulations, and lawful orders of public authorities in performing the Work, including, but not limited to, environmental laws and A.R.S. Title 34, as amended.

3.1.4 Contract Compliance with Law. If the Job Order Contractor observes that portions of the Contract are at variance with applicable laws, statutes, ordinances, building codes, or rules and regulations, the Job Order Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification of the Work. If the Job Order Contractor performs Work it knows or should know to be contrary to laws, statutes, ordinances, building codes, or rules and regulations without such notice to the Owner, the Job Order Contractor shall assume full responsibility for such Work and shall bear all damages, losses, costs, and expenses attributable thereto.

3.1.5 Job Order Contractor Compliance with Contract. The Job Order Contractor shall perform the Work in accordance with the Contract and in a first class and workmanlike manner. In the event that the Job Order Contractor fails to do so, the Owner may withhold payments to protect the Owner from loss, regardless of whether payment has previously been made for the Work in question.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Job Order Contractor to Supervise Work. The Job Order Contractor shall supervise and direct the Work using the Job Order Contractor's best skill and attention. The Job Order Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, safety, and procedures associated with its Work and for coordinating all portions of the Work under this Contract.

3.2.2 Acts and Omissions. The Job Order Contractor shall be responsible to the Owner for acts and omissions of the Job Order Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Job Order Contractor.

3.2.3 Duty to Perform. The Job Order Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract either by activities or duties of the Owner in their administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Job Order Contractor.

3.2.4 Duty to Inspect. The Job Order Contractor shall inspect portions of the Project related to the Job Order Contractor's Work in order to determine that such portions are in proper condition to receive subsequent Work.

3.2.5 Limitation on Liability. Job Order Contractor acknowledges that neither the Owner nor any of their respective agents, employees, successors, or assigns shall control the day-to-day operations of the Job Order Contractor and shall not determine construction means, methods, techniques or procedures, or safety precautions and programs in connection with the Work. Job Order Contractor agrees that neither the Owner nor any of their respective agents, employees, successors, or assigns shall be responsible for the failure of the Job Order Contractor to perform the Work in accordance with the Contract or with the laws, ordinances, rules, permit conditions, regulations, or lawful orders of any governmental agency having regulatory authority over the manner, methods, or means of performance of the Work.

3.2.6 Site Protection. The Job Order Contractor shall be responsible for all site protection and security needed during construction.

3.3 COST PROPOSALS AND SCHEDULE OF VALUES

3.3.1 The Job Order Contractor shall submit to and have accepted by the Owner, a schedule detailing values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. (*See* JOC Cost Proposal and Schedule of Values form, attached hereto as an Exhibit).

3.3.2 The following costs are not eligible for reimbursement pursuant to this Contract and shall not be included in any JOC cost proposal, unless otherwise authorized by the Owner in writing in advance.

3.3.2.1 Cellular telephones
3.3.2.2 Work vehicles
3.3.2.3 Mileage
3.3.2.4 Team building exercises
3.3.2.5 Safety rewards

3.3.2.6 Meals/entertainment
3.3.2.7 Travel expenses,

3.3.3 For all CSI division on the JOC Cost Proposal and Schedule of Values, the following scale shall be used when receiving Sub-Contractor quotes for work:

$0 - $18,000 - 1 Subcontractor Quote Required
$18,001 - $50,000 - 2 Subcontractor Quotes Required
$50,001 - $999,999 - 3 Subcontractor Quotes Required

3.3.4 For self-performed work over $18,001, one additional Subcontractor Quote will be required. For self-performed work over $50,001, two additional Subcontractor Quotes will be required.

3.3.5 The Task Order consists of both the Notice to Proceed and the Purchase Order. No Work is to begin on any Project unless both documents have been issued.

3.4 LABOR AND MATERIALS

3.4.1 Job Order Contractor to Provide.

3.4.1.1 The Job Order Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, storage, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.1.2 The Job Order Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities specified in the Task Order for which it is issued a Task Order Notice to Proceed in accordance with this Agreement. The County may determine it is in its best interest to furnish materials and equipment for a specific Task Order in accordance with the Task Order.

3.4.2 Skilled Labor. The Job Order Contractor shall enforce strict discipline and good order among the Job Order Contractor's employees and other persons carrying out the Contract. The Job Order Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. At the sole discretion and opinion of the Owner, the Job Order Contractor agrees to remove from the site any employee of the Job Order Contractor, Subcontractor, or other person performing under the scope of Work, upon notification by the Owner that any employee does not meet the requirements of this paragraph.

3.4.3 Standard of Quality. Wherever materials, products, articles, equipment, systems, or similar items are identified by reference to proprietary terms or by a similar reference, it is intended to establish the minimum standard or measure of quality that has been determined as requisite or intended for the Work.

3.4.4 Trade Names or Equals. The Job Order Contractor shall supply materials, processes, or equipment specified, or a prior approved equal. Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall

be deemed to be followed by the words "or prior approved equal"; unless such material, process, or equipment is specifically indicated as "proprietary". A listing of materials or equipment is not intended to be comprehensive, or in any order of preference.

3.5 SUBSTITUTION OF PRODUCTS

3.5.1 Requests for Substitutions. After the Contract has been executed, the Owner may consider, but shall have no obligation to consider, a formal request for the substitution of products in place of those specified under the conditions set forth in Section 012500 of the General Requirements. The decision in the first instance on acceptance or rejection of proposed alternate, substitute or similar materials, products, equipment, or systems shall be vested with the Owner, whose decision shall be final and binding.

3.5.2 Conditions for Substitutions. By making requests for substitutions, the Job Order Contractor (1) represents that the Job Order Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified, (2) represents that the Job Order Contractor will provide the same warranty for the substitution that the Job Order Contractor would for that specified, (3) certifies that the cost data presented is complete and includes all related costs under the Contract, and waives all claims for additional costs related to the substitution which subsequently become apparent, and (4) will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.5.3 Criteria for Acceptance or Rejection of Substitutes. Acceptance or rejection of proposed alternate, substitute, or similar materials, products, equipment, or systems for use may be based on the construction, design, function, type, size, capacity, performance, strength, durability, finish, aesthetic quality, schedule constraints, redesign costs, the Owner's standard for repair, replacement, and maintenance, or other characteristics or criteria approved by the Owner.

3.5.4 Expense for Modification. Any modification to the Contract or Work necessary as a result of the use of an approved alternate or substitute shall be paid by the Job Order Contractor proposing the substitution.

3.5.5 Rejection of Substitute. If any alternate or substitute is not approved, the Job Order Contractor shall use the specified material, product, equipment, or system without adjustment to the Contract Sum or Contract Time.

3.6 WORK HOURS

3.6.1 Unless otherwise provided in the Task Order, Work shall be performed during regular working hours. Notwithstanding the foregoing, in the event of emergency or when required to complete, the Work may be performed on night shifts, overtime, weekends, or holidays, provided that permission to do so has been obtained from the Owner and confirmed in writing by the Owner twenty-four (24) hours prior to the commencement of such Work. The Job Order Contractor will not be entitled to additional compensation for Work performed outside of regular working hours, except to the extent such compensation is approved by the Owner in advance. If so approved, such compensation shall in such event cover only the direct cost of the premium portion of the time involved and not overhead and profit. In no event will Job Order Contractor be entitled to additional compensation for Work performed outside regular hours where occasioned by delays, need for repairs, or other causes attributable to Job Order Contractor or its Subcontractors, or to concurrent delay. Notwithstanding the foregoing and unless

overtime has been requested by the Owner, the Job Order Contractor shall bear all costs of standby contractors, if any. In the event the Job Order Contractor performs any of the Work on night shifts, overtime, weekends, or holidays, the Job Order Contractor shall comply with all laws, ordinances, codes, rules, and regulations applicable thereto (including, without limitation, those relating to noise).

3.7 WARRANTY

3.7.1 Free from Defects. The Job Order Contractor warrants to the Owner that (1) materials and equipment furnished under this Contract will be of first quality and new, (2) the Work will be free from defects, and (3) the Work will conform with the requirements of the Task Order. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. This warranty is in addition to and not limited by the provisions of Article 12.2. The warranty period is one (1) year from Substantial Completion unless otherwise stated in the Contract documents.

3.7.2 Key System. During the warranty period in the event that any of the key systems in the Project are not functioning properly, the Job Order Contractor will repair those systems within 24 hours of written notice by the Owner. Key systems are defined in the General Requirements.

3.7.3 Assignment of Warranties. The Job Order Contractor shall assign to the Owner, before Substantial Completion is due, all manufacturer's warranties relating to equipment, materials, and labor used in the Work.

3.8 TAXES

3.8.1 The Task Order Sum includes and the Job Order Contractor shall pay any and all sales, consumer, use, transaction privilege, and similar taxes on all monies owed for the Work or portions thereof provided by the Job Order Contractor.

3.9 PERMITS AND FEES

3.9.1 Permits and Fees. The Owner shall secure and pay for the building permits, plan check fees, and development fees required from both Maricopa County and the authority having jurisdiction. The Job Order Contractor shall secure and pay for all other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. Job Order Contractor is required to comply with all Job Order Contractor-secured permit requirements at no additional cost to Owner.

3.9.2 Permit Set Copies. Job Order Contractor is required to provide Owner with three (3) copies of all permit sets (hard copy and electronic pdf copy) acquired by Job Order Contractor from any issuing entity, within two (2) business days from acquisition.

3.10 JOB ORDER CONTRACTOR KEY PERSONNEL

3.10.1 On Site. The Job Order Contractor shall employ competent key staff as indicated in other Articles who shall be in attendance at the Site during performance of the Work. The competent project representative shall represent the Job Order Contractor, and communications given to the competent project representative shall be as binding as if given to the Job Order Contractor. Important communications shall be confirmed in writing by the Job Order Contractor.

3.10.2 Satisfactory to Owner. The Job Order Contractor's competent project representative and staff must be satisfactory to the Owner. The Job Order Contractor, three (3) days prior to the Preconstruction Conference, shall submit to the Owner the names and resumes of the competent project representative and key staff as indicated in other Articles which Job Order Contractor proposes to use for the Work. The competent project representative and key members of the Job Order Contractor's staff shall not change without the prior consent of the Owner. However, the Job Order Contractor agrees to change any competent project representative or member of the Job Order Contractor's staff at the request of the Owner, if in the opinion of the Owner, such person's performance is unsatisfactory.

3.10.3 Job Order Contractors Required to Attend Meetings. The Owner will call for meetings of the Job Order Contractor and Subcontractors as it deems necessary. Such meetings shall be held at or near the Site, on regular working days during regular working hours, unless otherwise directed by the Owner. Attendance shall be mandatory for all parties notified to attend, and the Job Order Contractor and Subcontractors so notified are required to have a responsible member of their organizations with full decision making authority in attendance.

3.11 JOB ORDER CONTRACTOR'S SCHEDULES

3.11.1 Job Order Contractor Construction Schedule. The Job Order Contractor shall submit to the Owner, the Construction Schedule for the Work ("Job Order Contractor Construction Schedule"). Such Schedule (1) shall not exceed time limits as identified in the Task Order, (2) shall be updated and submitted as often as directed and in a format acceptable to the Owner, and (3) shall provide for expeditious and practicable execution of the Work. Pursuant to (1) above, Job Order Contractor shall make no claim for delay against the Owner for any Owner-caused delay within the Task Order Time.

3.11.2 Job Order Contractor shall include a total number of weather related days for the project within the final baseline construction schedule. If delay occurs due to weather related conditions, the Job Order Contractor shall submit a request for the number of days to the Owner for approval within 5 calendar days. Claims for delay due to weather will be deducted from the total number of days approved in the final baseline construction schedule.

3.11.3 Updated Schedules. The updated Job Order Contractor Construction Schedule shall not exceed time limits current under the Contract and shall be in accordance with and fully coordinated with all information previously supplied to the Job Order Contractor. Updated schedules shall be submitted as requested.

3.11.4 Scheduling Cooperation. The Job Order Contractor shall cooperate with the Owner in providing information and clarification as required to understand the Schedule and performance of the Job Order Contractor's Work to avoid conflict, delay in, or interference with the work of other contractors or the construction or operations of the Owner's own forces.

3.11.5 Conform to Most Recent Schedule. The Job Order Contractor shall conform to the most recent Schedule.

3.11.6 Selection of Products. Job Order Contractor shall, at the time of submittal of the Job Order Contractor Construction Schedule, advise the Owner of the date when the final

selection and purchase of each product or system described by an Allowance must be completed to avoid delaying the Work.

3.11.7 Compliance with Schedules. The Job Order Contractor shall be responsible for all costs resulting from its lack of diligence or failure to provide needed labor or materials to meet the requirements of the Task Order. Owner may withhold payments to Job Order Contractor if requested to do so by Job Order Contractor's Surety, or if otherwise necessary to protect the Owner from delay or expense occasioned by the Job Order Contractor's failure to perform under the Contract.

3.12 DOCUMENTS AND SAMPLES AT THE SITE

3.12.1 Job Order Contractor to Maintain. The Job Order Contractor shall maintain at the Site for the use of the Owner, one copy of all Drawings, Specifications, Bulletins, Addenda, Change Orders, Field Orders, reviewed Shop Drawings, Design Professional's Supplementary Instructions, Requests for Information/Interpretation, and other Contract-related documents and their modifications, if any, in good order and marked promptly by the Job Order Contractor to record all approved changes made during construction. The Job Order Contractor shall also maintain all available catalog data, price lists, manufacturer's operating and maintenance instructions, schematics, certificates, warranties, guarantees, and other documents as noted in the Construction Documents.

3.12.2 Record Documents. The Job Order Contractor shall provide the Owner with Record Documents as a condition of Substantial Completion and they must be updated and finalized before Final Application for Payment. The Job Order Contractor shall stamp and sign a certification statement on each Drawing and page thereof that the Record Documents, as submitted, are true and complete. Any changes after Substantial Completion shall be provided prior to Final Payment Application. Record Documents shall be updated daily and shall include approved changes and any field changes made by the Job Order Contractor. Accurate, updated Record Documents shall be a condition of approval of monthly and final Application for Payment.

3.12.3 Preparation of Manuals. Before Substantial Completion, the Job Order Contractor shall furnish to the Owner two (2) sets of hard copy manuals and/or two (2) sets of electronic copy manuals in PDF format on Recorded Compact (CD) disks containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract and any additional data requested under the Specifications for each division of the Work. The manuals shall be indexed and bound or labeled in a manner acceptable to Owner. Warranties related to the Project shall be provided as required under Article 3.6 above.

3.13 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.13.1 Not Part of Contract. Shop drawings, product data, samples, and similar submittals are not part of the Contract. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Job Order Contractor proposes to conform to the information given and the design concept expressed in the Contract.

3.13.2 Prompt Submittal. The Job Order Contractor shall submit shop drawings, product data, samples, and similar submittals required by the Contract in accordance with General Requirements Sections 013216 and 013300 and with such promptness as to cause no delay in the Job Order Contractor's own Work or in that of any other contractor. The Job

Order Contractor shall cooperate with the Owner in the coordination of the Job Order Contractor's shop drawings, product data, samples and similar submittals with related documents submitted by other contractors. Submittals made by the Job Order Contractor which are not required by the Contract may be returned without action.

3.13.3 Review Required. The Job Order Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples, or similar submittals until the submittal has been reviewed by the Owner. Such Work shall be performed in accordance with reviewed submittals.

3.13.4 Representations Made by Submittals. By approving and submitting shop drawings, product data, samples, and similar submittals, the Job Order Contractor represents that the Job Order Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract.

3.13.5 Effect of Review. The Job Order Contractor shall not be relieved of responsibility for deviations from requirements of the Contract by the Owner's or Design Professional's review of shop drawings, product data, samples, or similar submittals unless the Job Order Contractor has specifically informed Owner in writing of such deviation at the time of submittal and the Owner have given written approval to the specific deviation. The Job Order Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples, or similar submittals by the review thereof.

3.13.6 Revisions to Submittals. The Job Order Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data, samples, or similar submittals, to revisions other than those requested by the Owner on previous submittals.

3.13.7 Informational Submittals. Informational submittals upon which the Owner are not expected to take responsive action shall be so identified in the submittals.

3.13.8 Professional Certification. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.14 USE OF SITE

3.14.1 Limits on Use. The Job Order Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits, and the Owner and shall not unreasonably encumber the Site with materials or equipment. Only materials and equipment which are to be used directly in the Work shall be brought to the Site. After equipment is no longer required for the Work, it shall be promptly removed from the Site. See Articles 4.1.1, 6.1.1, and 6.2.1 for requirements governing concurrent Site use.

3.14.2 Owner Approval. The Job Order Contractor shall coordinate the Job Order Contractor's operations with, and secure the approval of, the Owner before using any portion of the Site.

3.14.3 Display of Signs. The Job Order Contractor shall not display on or about the Site any sign, trademark, or other advertisement without the consent of the Owner.

3.14.4 Equipment Location. The Job Order Contractor's field offices, shanties, materials, storage rooms, hoists elevators, etc., if any, will be placed in locations approved by the Owner. When it becomes necessary, due to the progress of the Project, for the Job Order Contractor to relocate the Job Order Contractor's field operations; such relocation will be approved by the Owner and be accomplished in an expeditious manner with no increase in the Contract Sum.

3.14.5 Security. The Job Order Contractor's use of the Site is governed by Task Order requirements, if such requirements are included in the Task Order.

3.15 CUTTING AND PATCHING

3.15.1 Job Order Contractor Responsible. The Job Order Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly with other work.

3.15.2 Consent Required. The Job Order Contractor shall not damage or endanger work performed by the Owner or other contractors by cutting, patching, excavating, or otherwise altering such construction. The Job Order Contractor shall not cut or otherwise alter work performed by the Owner or other contractors except with written consent of the Owner, and such other contractors; such consent shall not be unreasonably withheld. The Job Order Contractor shall not unreasonably withhold from the other contractors or the Owner the Job Order Contractor's consent to cutting or otherwise altering the Work.

3.16 CLEAN UP

3.16.1 Daily Clean Up. The Job Order Contractor shall, on a daily basis, clean up after its operation by removing rubbish, including old and surplus materials. The Job Order Contractor shall use its best efforts to prevent dust. All waste materials, rubbish, and debris resulting from Job Order Contractor's Work shall be removed regularly from the Site, minimum once a week, and disposed in accordance with federal, state, and local laws. The Job Order Contractor shall not allow or permit the accumulation of waste, materials, or equipment that may impede or interfere with the safe production of work or with safe access or egress to the work areas, or impede in any way the ongoing Owner operations.

3.16.2 Final Clean Up. At the completion of the Work, the Job Order Contractor shall remove all its waste materials and rubbish from and about the Site as well as all its tools, construction equipment, machinery, and surplus materials. The Job Order Contractor shall professionally wash and clean all surfaces and leave the Work neat and clean, ready for occupancy by the Owner, unless higher cleaning standards are required elsewhere in the Contract. The Job Order Contractor shall be responsible for the overall cleanliness and neatness of the Work.

3.16.3 Failure to Clean Up. If the Job Order Contractor fails to perform regular daily cleanup or to clean up at the completion of the Work as specified, the Owner may do so or cause such Work to be performed, with the cost paid for by the Job Order Contractor. The Owner shall have the right to retain such costs from payments due Job Order Contractor and reduce the Task Order Sum by Task Order Modification.

3.16.4 Clean Up Disputes. If a dispute arises between the Job Order Contractor and other contractors not a party to this Contract as to their responsibility for cleaning up as required by this Article 3.15, or elsewhere in the Contract, the Owner may clean up and

equitably charge the cost thereof to the several contractors. The Owner shall have the right to retain such costs from payments due Job Order Contractor and reduce the Task Order Sum by Task Order Modification.

3.17 ACCESS TO WORK

3.17.1 The Job Order Contractor shall provide the Owner access to the Work in preparation and progress wherever located. The Job Order Contractor shall provide facilities for such access so that the Owner may perform its functions under the Contract.

3.18 ROYALTIES AND PATENTS

3.18.1 Job Order Contractor Responsibility. The Job Order Contractor shall pay all royalties and license fees applicable to the Job Order Contractor's Work. The Job Order Contractor shall indemnify, defend, and hold harmless the Indemnitees from any and all suits, demands, or claims for infringement of any patent rights unless a particular design, process, or product is specified in the Contract. If such specification is made and the Job Order Contractor has reason to believe it is an infringement of a patent, the Job Order Contractor shall be responsible for any loss arising therefrom unless the Job Order Contractor promptly notifies the Owner prior to performing any portion of the Work involving the patented item.

3.18.2 Effect of Review by Owner. The review by the Owner of any method of construction, invention, appliance, process, article, device, or material of any kind shall not constitute an approval thereof for use by the Job Order Contractor in violation of any patent or other rights of any third party.

3.18.3 After the Contract has been executed, the Owner and Design Professional may consider, but shall have no obligation to consider, Value Engineering Proposals. The decision in the first instance on acceptance or rejection of a Value Engineering Proposal for a proposal to use similar materials, products, equipment or systems shall be vested in the Design Professional, and ultimately with the Owner, whose decision shall be final and binding. If the submission of Value Engineering Proposals will be considered under this Contract, Specific General Requirements Section 012413 will be included in the Contract Documents.

ARTICLE 4 ADMINISTRATION AND RESOLUTION OF DISPUTES

4.1 ADMINISTRATION OF THE CONTRACT

4.1.1 Concurrent Site Use. The Owner will provide for coordination of the activities of other contractors and of the Owner's own forces with the Work of the Job Order Contractor, who shall cooperate with them. The Owner will schedule and coordinate all contractors with respect to their use of the Site. The Job Order Contractor shall participate with other contractors and the Owner in reviewing their construction schedules when directed to do so. The Job Order Contractor shall make any revisions to the Job Order Contractor Construction Schedule deemed necessary by the Owner.

4.1.2 The Owner will not have control over or change of and will not be responsible for construction means, methods, techniques, sequences, or procedures, of for safety precautions and programs in connection with the Work, since these are solely the Job Order Contractor's responsibility.

4.2 CLAIMS AND DISPUTES

4.2.1 Time Limits on Claims. Claims by the Job Order Contractor must be made within the number of days specified herein after the occurrence of the event giving rise to such Claim or after the Job Order Contractor should have recognized, in the exercise of due diligence, the condition giving rise to such Claim. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Task Modification will not be considered unless submitted in a timely manner.

4.2.2 Continuing Contract Performance. Pending final resolution of a Claim, including Alternative Dispute Resolution as provided for in Exhibit B of this document, the Job Order Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract other than amounts in dispute.

4.2.3 Claims for Concealed or Unknown Conditions. If conditions are encountered at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract, (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent at the Site, and (3) could not have been discovered by a thorough inspection and investigation of the Site by the Job Order Contractor, the Job Order Contractor shall give written notice within twenty-four (24) hours of such to the Owner. The Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Job Order Contractor's cost of, or time required for, performance of any part of the Work, may arrange for an equitable adjustment in the Task Order Sum or Task Order Time, or both. If the Owner determines that the conditions at the Site are not materially different from those indicated in the Contract and that no change in the terms of the Contract is justified, the Owner shall so notify the Job Order Contractor in writing, stating the reasons. Claims by the Job Order Contractor in opposition to such determination must be made within five (5) days after the Owner has given notice of the decision.

4.2.4 Claims for Additional Cost.

4.2.4.1 Notice Prior to Execution of Work. If the Job Order Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided in Article 4.2.4.2 shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Article 10.3. If the Job Order Contractor believes additional cost is involved for reasons including, but not limited to, (1) a written interpretation from the Owner, (2) an order by the Owner to stop the Work where the Job Order Contractor was not at fault, (3) a written order for a minor change in the Work, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, Claim shall be filed in accordance with Article 4.2.4.2.

4.2.4.2 Five Days After Occurrence. If the Job Order Contractor wishes to make a Claim for an increase in the Contract Sum, the Job Order Contractor shall give the Owner written notice thereof within five (5) days after the occurrence of the event giving rise to such Claim or within fourteen (14)

days after the Job Order Contractor should have recognized, in the exercise of due diligence, the condition giving rise to such Claim. The Job Order Contractor shall provide such notice before proceeding to execute the Work. Claim with respect to an emergency shall be made not later than three (3) days after occurrence of the emergency as to which the Work was performed.

4.2.4.3 Waiver of Claim for Additional Cost. Failure to give notice of a Claim for an increase in the Task Order Sum in strict compliance with the requirements of this Article 4.2.4 shall constitute a waiver of such Claim.

4.2.4.4 Claims Against Owner's Authorized Agent. If the Job Order Contractor wishes to make a Claim or allegation based upon actions or omissions of the Owner's designated Authorized Agent in any way related to or touching on the activities, events, losses, or expenses set forth in a Claim presented pursuant to this Article 4, such Claim shall be set forth and reasonably described in the notice required by Article 4.2.4.1. Failure to set forth and describe such Claim or allegation in such notice shall constitute a waiver of such Claim against the Owner's Authorized Agent. Claim shall be made within fourteen (14) days after the occurrence of the event giving rise to such Claim or within fourteen (14) days after the Job Order Contractor should have recognized, in the exercise of due diligence, the condition giving rise to such Claim.

4.2.5 Claims for Additional Time.

4.2.5.1 Estimate of Cost and Delay. If the Job Order Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Article 4.2.5.4 shall be given. The Job Order Contractor's Claim shall include an estimate of cost, analysis of Schedule and impact on critical path, and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

4.2.5.2 Adverse Weather. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal (pursuant to NOAA) for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

4.2.5.3 Critical Path. No extension of time shall be granted to the Job Order Contractor for a delay caused by the Owner, any of the other contractors, or other causes beyond the Job Order Contractor's control, unless the delay affects the critical path of the Project, and then only to the extent that the delay affects the critical path. No extension of time shall be granted to the Job Order Contractor to the extent that, notwithstanding the existence of any such circumstance beyond the Job Order Contractor's control, delay would have resulted in any event due to a concurrent unexcused delay by the Job Order Contractor.

4.2.5.4 Notice of Claim for Additional Time. Should the Job Order Contractor contend that it is entitled to an extension of time for completion of any portion or portions of the Work, the Job Order Contractor shall, within seven (7) days of the occurrence of the cause of the delay, notify the Owner, in writing, of its Claim, setting forth (1) the cause of the delay, (2) a description

of the portion or portions of Work affected by the delay, (3) the specific number of days of delay for which an extension of time is requested, and (4) all details pertaining thereto. Within five (5) Business Days after the expiration of any such delay, if such delay continues after the filing of the Claim pursuant to the foregoing sentence, the Job Order Contractor shall deliver to the Owner a subsequent written application for the specific number of days of extension of time requested.

4.2.5.5 Waiver of Claim for Additional Time. Failure to give notice of a Claim for extension of time in strict compliance with the requirements of this Article 4.2.5 shall constitute a waiver of such Claim.

4.2.6 Injury or Damage to Person or Property. If the Job Order Contractor suffers injury or damage to person or property because of an act or omission of the Owner, written notice of such injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding three (3) Business Days after first observance. The notice shall provide sufficient detail to enable the Owner to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Article 4.2.4 or 4.2.5.

4.2.7 Correspondence Issues. If the Job Order Contractor does not agree with a statement or statements set forth in correspondence from the Owner, the Job Order Contractor must submit a written statement within seven (7) days after receipt, setting forth the facts of the issue. Otherwise, the statement will be deemed to have been accepted.

4.3 ALTERNATIVE DISPUTE RESOLUTION

4.3.1 Notwithstanding anything to the contrary provided elsewhere in the Contract, the Alternative Dispute Resolution ("ADR") process provided for in Exhibit B attached hereto and incorporated herein by this reference shall be the exclusive means for resolution of claims or disputes arising under this Contract.

ARTICLE 5 SUBCONTRACTORS

5.1 CONTRACTUAL RELATIONSHIP

5.1.1 Nothing contained in the Contract shall create any contractual relationship between the Owner and any Subcontractor. However, the County reserves the right to reject any subcontractor proposed by the Job Order Contractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Division of Work. The Job Order Contractor shall, prior to execution of the Contract, designate and distinguish in writing to the Owner those portions of the Work to be performed by Subcontractors and the Job Order Contractor's own forces.

5.2.2 Proposed Subcontractors. The Job Order Contractor shall, prior to the start of the Work, furnish in writing to the Owner for review the names of person or entities (including those who are to furnish materials or equipment) proposed for the design, if any, and management portion of the Work.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 Subcontractors Subject to Contract. By an appropriate written Agreement, the Job Order Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Job Order Contractor by the terms of the Contract, and to assume toward the Job Order Contractor all the obligations and responsibilities which the Job Order Contractor assumes toward the Owner, except with respect to the ADR provisions of this Contract. The Job Order Contractor shall require its Subcontractors to enter into similar agreements with their Subcontractors, except with respect to the ADR provisions of this Contract. The Job Order Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of this Contract to which the Subcontractor will be bound, except with respect to the ADR provisions of this Contract. Each Subcontractor shall similarly make copies of this Contract available to their Subcontractors.

5.3.2 Terms to be Included in Subcontracts. All Work performed for the Job Order Contractor by a Subcontractor shall be pursuant to a written agreement between the Job Order Contractor and the Subcontractor. The Job Order Contractor will ensure that each such subcontract contains provisions requiring:

5.3.2.1 that the Work be performed and guaranteed in accordance with the requirements of this Contract;

5.3.2.2 submission to the Job Order Contractor of Applications for Payment under each subcontract in the manner prescribed by the Owner, and reasonable time to enable the Job Order Contractor to apply for payment in accordance with Article 9;

5.3.2.3 that the Subcontractor pay sub-subcontractors in accordance with A.R.S. § 34-221;

5.3.2.4 that the Subcontractor purchase and maintain insurance and comply with all insurance provisions as required by Article 11. If any subcontractor is unable to comply with this paragraph the Job Order Contractor shall request a waiver of this requirement in writing, and shall provide justification for a waiver. If the Owner grants the request it shall not constitute a waiver of the Owner's right to strict performance of this contract, including the insurance requirements for all other subcontractors. No waiver of a subcontractor's insurance requirements will be effective unless it is in writing.

5.3.2.5 that the Subcontractor consents to an assignment of the subcontract from the Job Order Contractor to the Owner in the event of termination of the Job Order Contractor by the Owner.

5.3.2.6 that the Subcontractor complies with all safety requirements.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACT

5.4.1 Each subcontract for a portion of the Work is hereby assigned by the Job Order Contractor to the Owner provided that:

5.4.1.1 assignment is effective only after termination of the Task Order or Contract by the Owner for cause pursuant to Article 15.1 and only for those subcontracts which the Owner accepts by notifying the Subcontractor in writing; and

5.4.1.2 assignment is subject to the prior rights of the Surety, if any, obligated under the bond required by the Contract.

5.4.2 The Job Order Contractor shall conform to the Subcontractor Plan. The Job Order Contractor's submitted subcontractor selection plan applies to all persons or firms selected to perform the construction services and requires the selection of subcontractors to be based on qualifications alone or on a combination of qualifications and price, but not based on price alone.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD OTHER CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Owner. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the Site.

6.2 MUTUAL RESPONSIBILITY

6.2.1 Coordination with Owner's Forces. The Job Order Contractor shall afford the Owner's own forces, and other contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Job Order Contractor's construction and operations with theirs as required by the Contract.

6.2.2 Defects in Other Work. If part of the Job Order Contractor's Work depends upon construction or operations by the Owner's own forces or other contractors, the Job Order Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results. Failure of the Job Order Contractor to so report shall constitute an acknowledgment that the Owner's own forces or other contractors' completed or partially completed construction is fit and proper to receive the Job Order Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Damage to Other Work. The Job Order Contractor shall promptly remedy damage caused by the Job Order Contractor to the completed or partially completed Project or to the property of the Owner or other contractors.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES IN THE TASK ORDER

7.1.1 The Owner reserves the right to make, at any time during the progress of a Task Order, such alterations as may be found necessary or desirable.

7.1.1.1 Such alterations and changes shall not invalidate this Contract or the Task Order nor release the surety and the Job Order Contractor agrees to perform the Task Order as altered, the same as if it has been a part of the original Task Order Documents.

7.1.1.2 The Owner will request a proposal for a change in a Task Order from the Job Order Contractor, and an adjustment in the Task Order Price and/or Task Order Time shall be made based on a mutually agreed upon cost and time. The Job Order Contractor may proceed with the modified Work only when a revised Purchase Order and a Notice to Proceed have been issued for the revised Work.

7.1.2 Task Order Sum. Adjustments to the Task Order Sum shall be based on actual cost, which is itemized for the purpose of preparing pricing for Task Orders and Task Order Modifications, the Job Order Contractor shall submit to the Owner a complete itemization of all costs required for the Task Order or Task Order Modification in such form and detail as requested by the Owner.

7.1.3 Calculating Mark-Up Costs on a Modification. All markups for modifications, additive and deductive shall be calculated in the following manner. When both additive deductive activities exist within the same modification, mark-ups shall be calculated on the net amount. Each trade billing for a modification shall indicate the PCO number and the amount billed against the PCO number.

Example:

Direct Cost of the Work	$1,000.00
Bond (.67%)	$6.70
General Liability (.53%)	$5.34
Builders Risk (.13%)	$1.32
Subtotal	$1,013.36
Overhead (8.00%)	$81.07
Fee (5.00%)	$50.67
Subtotal	$1,145.10
Sales Tax (5.395%)	$61.78
Total	$1,206.88

7.1.4 Actual Costs. Except for modifications based on unit prices included in the Contract, cost changes shall be computed by determining the actual cost enumerated in Article 7.1.2. to which the combined overhead and profit may be added, and then adding the insurance, bonds, and tax to compute the total cost.

7.1.5 Labor Prices, General Conditions, Overhead and Profit and Fees in the Contract are in effect for the duration of the Contract not subject to further overhead and profit adjustments. The Contract Sum will be adjusted by the direct extension of the number of units and the unit prices.

7.1.6 Final Settlement. Agreement on any Task Order Modification shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Modification, including, but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Task Sum or the Task Time. In the event a Modification increased the Task Sum, the Job Order Contractor shall include the Work covered by such Modification in Applications for Payment as if such Work were originally part of the Contract. Agreement on any Modification releases the Owner, Design Professional and any other party in privity of Contract with the Owner with respect to the Project from all claims or liabilities arising in any way in connection with, or in any way associated with, such Modification.

7.2 NO DAMAGES FOR DELAY

No claim for damages, or any claim other than for an extension of time, shall be made or asserted against OWNER by reason of any delays unless such delay is one for which the Owner is responsible, which is unreasonable under the circumstances and which was not one within the contemplation of the parties at the time of contracting. Otherwise the Job Order Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, Eichleay Formula Costs, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided further, however, that this provision shall not preclude recovery of damages by the Job Order Contractor for hindrance or delays due solely to fraud, bad faith or active interference on the part of OWNER or its agents. Otherwise, the Job Order Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ARTICLE 8 TIME

8.1 PROGRESS AND COMPLETION

8.1.1 Consent to Task Order Time. The Job Order Contractor acknowledges that the Task Order Time is a reasonable period for performing the Work, and that it is capable of properly completing the Work within the Task Order Time.

8.1.2 Compliance with Task Order Time. The Job Order Contractor shall carry the Work forward expeditiously with adequate forces to maintain progress in accordance with the Job Order Contractor Construction Schedule and to complete the Work within the Task Order Time.

8.1.3 Notice Required Before Commencing Work. The Job Order Contractor shall give timely notice before commencement of the Work, to all persons, public utility companies, Owners of property having structures or improvements in proximity to the Site, superintendents, inspectors, or those otherwise in charge of property, streets, water lines, gas lines, sewer lines, telephone cables, communication or data cables, electric cables, railroads, or others who may be affected by Job Order Contractor's operations, in order that they may remove any obstruction for which they are responsible, and have representation on the Site to see that their property is properly protected in accordance

with requirements of the Task Order. Such notice does not relieve the Job Order Contractor of responsibility for any damages, claims, or defense of all actions against the Owner resulting from performance of the Work.

8.1.4 Maintenance of Utilities. The Job Order Contractor shall (1) protect utilities encountered whether indicated on Drawings or not; (2) exercise care in excavation around utilities; (3) restore any damaged items to the same condition (or better) as existed prior to starting the Work; and (4) maintain utilities or other services indicated to be abandoned in service until new services are provided, tested, and ready for use. Note: In Owner campuses, use of private utility locator service is required, as Blue Stake has no record of underground utilities in these areas.

8.2 DELAYS AND EXTENSIONS OF TIME

8.2.1 Notice of Delays. The Job Order Contractor shall provide prompt written notice to the Owner of the occurrence of any delay, and in no event shall such notice be given later than forty-eight (48) hours after commencement of the delay. The Job Order Contractor agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused or should not have been anticipated by the Job Order Contractor, and (2) could not have been limited or avoided by the Job Order Contractor's timely notice to its suppliers, Subcontractors, or Owner of the delay.

8.2.2 Claims for Additional Time. Claims relating to time shall be made in accordance with Article 4.2.5.

8.2.3 Recovery of Damages Not Precluded. This Article 8.2 does not preclude recovery of Owner's damages for delay by the Job Order Contractor, if such occurs.

8.3 TIME OF ESSENCE AND LIQUIDATED DAMAGES

8.3.1 Time is of the essence with respect to the performance of each of the covenants, conditions, and obligations contained in this Contract.

8.3.2 Upon failure of Job Order Contractor to substantially complete the Task Order within the specified period of time, plus approved time extensions, Job Order Contractor shall pay to OWNER the sum identified in the Notice to Proceed for each calendar **day** after the time specified in the Task Order Notice to Proceed, plus any approved extensions for Substantial Completion. After Substantial Completion, should Job Order Contractor fail to complete the remaining work within the time specified in the Task Order Notice to Proceed, plus approved time extensions thereof, for completion and readiness for Final Completion, Job Order Contractor shall pay to OWNER the sum identified in the Notice to Proceed for each calendar **day** after the time specified in the Task Order Notice to Proceed, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to OWNER for its inability to obtain full beneficial occupancy of the Project.

Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility or difficulty of precisely ascertaining the amount of damages that will be sustained by OWNER as a consequence of such delay, and both parties desiring to obviate any questions of dispute concerning the amount of said damages and the cost and effect of the failure of Job Order Contractor to complete the Task Order on time. The above-stated liquidated damages shall apply separately to Substantial Completion and Final Completion.

8.3.3 OWNER is authorized to deduct liquidated damages from monies due to Job Order Contractor for the work under this contract or as much thereof as OWNER may, at its option, deem just and reasonable.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 SCHEDULE OF VALUES

9.1.1 The Schedule of values, after acceptance by the Owner, shall be used as a basis for reviewing the Job Order Contractor's Applications for Payment.

9.2 APPLICATIONS FOR PAYMENT

9.2.1 Job Order Contractor shall submit to the Owner an itemized application requesting payment for Work completed, or reasonably projected to be completed by the end of the month, in accordance with the Schedule of Values, substantiating the Job Order Contractor's right to payment as Owner may require, such as copies of requisition from Subcontractors ("Application for Payment").

9.2.2 Submission of Applications for Payment.

9.2.2.1 One original of the payment invoice is to be submitted by delivering a complete invoice with all substantiating documentation electronically to: FMD-AccountsPayable@mail.maricopa.gov.

9.2.3 All invoices must include the following information. Failure to include this information may cause the invoice to be rejected and may result in delayed payments.

FMD Project Name
FMD Project Number
FMD Contract Number
County Purchase Order Number
Vendor Name
Maricopa County Vendor Number
Unique Invoice Number

9.2.4 County shall pay Job Order Contractor within fourteen (14) days of receipt of Job Order Contractor's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Project Manager,. Payment may be withheld for failure of Job Order Contractor to comply with a term, condition, or requirement of this Agreement.

9.2.5 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied, or resolved in a manner satisfactory to the Project Manager, and/or due to Job Order Contractor's failure to comply with Section 3.2.1 herein. The amount withheld shall not be subject to payment of interest by County.

9.2.6 Task Modification Payment. Applications for Payment may not include requests for payment for changes in the Work that have not been properly authorized by Task Modification.

9.2.7 Identifying Task Modifications in the Schedule-of-Values. Each modification shall be listed separately in the Job Order Contractor's Schedule-of-Values. Modifications shall be listed by Potential Change Order number, by trade or Subcontractor and include a line item for the JOC's mark-ups associated with the change.

Example:
A modification occurs including three trades. The Owner issues a Potential Change Order Request #005. Another modification occurs including two trades. The Owner issues Potential Change Order Request #006.

(Schedule-of Values)	Scheduled Value	Previously Paid	This Period.....
Electrical PCO #005	$1,000.00	0.00	0.00
Mechanical PCO #005	$1,500.00	0.00	0.00
Framing/Drywall PCO #005	$1,000.00	0.00	0.00
JOC Markups PCO #005	$388.72	0.00	0.00
Electrical PCO #006	$1,000.00	0.00	0.00
Framing/Drywall PCO #006	$500.00	0.00	0.00
JOC Markups PCO #006	$166.59	0.00	0.00

9.2.8 Disputes with Subcontractors. Applications for Payment may not include requests for payment of amounts the Job Order Contractor does not intend to pay to a Subcontractor because of a dispute or other reason.

9.2.9 Payment for Stored Materials. Unless otherwise provided in the Contract, payment may, on a limited basis, be made on account of materials and equipment delivered and suitably stored, either on or off the site, for subsequent incorporation in the Work. Approval for payment of stored materials or equipment is at the sole discretion of the Owner. All off-side materials and equipment shall be stored in a licensed and bonded warehouse. All costs associated with inspection of off-site materials and equipment, exclusive of time, shall be borne by Job Order Contractor, and Job Order Contractor shall be responsible for all arrangements.

9.2.10 Lien Waivers. The Job Order Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Job Order Contractor also warrants that upon submittal of an Application for Payment all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interests, or encumbrances in favor of the Job Order Contractor, Subcontractors, or other persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the Work. All Applications for Payment shall include lien waivers executed by the Job Order Contractor providing labor, equipment, or materials for the Work in the form set forth in A.R.S. § 33-1008. The Job Order Contractor shall indemnify, defend, and hold harmless the indemnitee (the Owner) against any lien by any Subcontractor, Sub-Subcontractor, vendor, supplier, manufacturer or other entity or person supplying labor, equipment, or materials related to the Work.

9.2.11 Accounting. The Job Order Contractor shall keep full and detailed accounts and exercise such control as may be necessary for proper financial management under this contract; the accounting and control system shall be satisfactory to the Owner. The Job Order

Contractor shall provide access and cooperate fully in the review of all project records. At a minimum, Job Order Contractor shall afford access to Owner, its accountants, auditors, and any other designated agents, to the Job Order Contractor's records books, correspondence, instructions, drawings, payroll records, receipts, subcontracts, proposals, purchase orders, vouchers, memoranda and other data relating to this Project as required by the Owner. The Job Order Contractor shall preserve these records for a period of three (3) years after final payment, or such longer time as may be required by law.

9.2.12 Owner may withhold, in whole or in part, any progress payment to Job Order Contractor to such extent as may be sufficient to pay the Expenses the Owner reasonably expects to incur to correct any deficiency in the Work set forth in specific written finding by Design Professional or Owner prepared for those items in the pay application of the estimate of the Work that are not approved for payment in that pay application under the Contract. If Owner in its good faith judgment, determines that the portion of the Task Order Price then remaining unpaid will not be sufficient to complete the Work in accordance with Contract Documents as set forth in written detail and provided to Job Order Contractor pursuant to A.R.S. § 34-609, no additional payments will be due to Job Order Contractor hereunder unless and until Job Order Contractor, as its sole cost, performs a sufficient portion of the Work so that such portion of the GMP then remaining unpaid is determined by Owner to be sufficient to so complete the Work. It is the intention of this Article 9.2 to provide Owner with the maximum protection afforded an Owner under the Prompt Pay Provisions of A.R.S. § 34-609.

9.3 RECOMMENDATION FOR PAYMENT

9.3.1 Timing for Recommendation. The Job Order Contractor's Application for Payment shall be deemed approved and certified for payment within seven (7) days from the date of submission to the Architect/Engineer (hereinafter "A/E"), if utilized, or Owner, unless within seven (7) days from the date of submission, the A/E or Owner issues a written finding to the Job Order Contractor specifying those items in the Application for Payment that will not be approved for payment. The Owner may withhold an amount from the progress payment sufficient to pay the expenses that the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. Undisputed portions of progress payments shall be paid within fourteen (14) days after approval of the Application for Payment by the Owner. If utilized, the A/E shall recommend payment to the Owner only upon their determination that the Work has progressed to the point indicated in the Job Order Contractor's Application for Payment and that to their knowledge, information, and belief, the quality of the Work is in accordance with the Contract.

9.3.2 Recommendation Subject to Later Evaluation. The recommendation of the Architect/Engineer, if utilized, and the decision of the Owner to make a payment is subject to later evaluation of the Work for conformance with the Contract upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract correctable prior to completion, and to specific qualifications expressed by the A/E or Owner. The issuance of a recommendation for payment will not be a representation that the A/E or Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Job Order Contractor's construction means, methods, techniques, sequences, or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Job Order Contractor's right to payment, or (4) made examination to ascertain how or for what

purpose the Job Order Contractor has used money previously paid on account of the Contract Sum.

9.4 DECISIONS TO WITHHOLD RECOMMENDATION

9.4.1 Criteria for Withholding Recommendation. The Owner may decide not to recommend payment and may withhold a recommendation in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required in Article 9.3.1 cannot be made. If the Owner is unable to recommend payment in the amount of the Application for Payment, the Owner will notify the Job Order Contractor as provided in Article 9.3.1. If the Job Order Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue a recommendation for the amount for which the Owner is able to make such representations to the Owner. The Owner may also decide not to recommend payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a recommendation previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

9.4.1.1 Defective Work not remedied;

9.4.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

9.4.1.3 Failure of the Job Order Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;

9.4.1.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Task Order Sum;

9.4.1.5 Damage to the Owner or another contractor or Job Order Contractor;

9.4.1.6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

9.4.1.7 Persistent failure to carry out the Work in accordance with the Contract;

9.4.1.8 Unsatisfactory prosecution of the Work or failure to comply with the Contract Schedule;

9.4.1.9 Failure to supply shop drawings or other required submittals;

9.4.1.10 Erroneous estimates by the Job Order Contractor of the value of the Work performed;

9.4.1.11 The existence of a breach by the Job Order Contractor of any provision in the Contract;

9.4.1.12 Failure to execute an assignment of insurance related proceeds pursuant to Article 11.2.2.10;

9.4.1.13 Failure to provide or submit in a timely manner safety related documentation required by the Contract or Owner.

9.4.1.14 Failure to provide manuals as required by Contract;

9.4.1.15 Failure to submit lien waivers as required by Article 9.2.6;

9.4.1.16 Failure to submit Schedule updates as set forth herein;

9.4.1.17 Failure to submit a Safety Plan per Article 10;

9.4.1.18 Failure to maintain and provide Record Documents as set forth herein.

9.4.2 Recommendation Made Upon Compliance. When the above reasons for withholding recommendation are removed, recommendation will be made for amounts previously withheld.

9.5 PAYMENTS TO SUBCONTRACTORS

9.5.1 Payment to be Made Within Seven (7) Days. In accordance with A.R.S. § 34-221(E), the Job Order Contractor shall pay each Subcontractor, within seven (7) days of receipt of payment from the Owner, out of the amount paid to the Job Order Contractor on account of such portion of the Work. The amount to which each Subcontractor is entitled shall reflect payments to the Job Order Contractor on account of such Subcontractor's portion of the Work. The Job Order Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in the same manner.

9.5.2 No Obligation to Oversee Payments. The Owner shall have no obligation to pay or to see to the payment of money to a Subcontractor.

9.5.3 Payment Not Acceptance of Work. A payment recommendation, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract.

9.6 INTEREST

9.6.1 If any payment to the Job Order Contractor is delayed after the date due, the Owner shall pay interest at the rate of one and one-half percent (1½%) per month or fraction of a month on such unpaid balance as may be due, provided however, that such charge shall not apply to any disputed portion of an Application for Payment. If any periodic or Final Payment to a Subcontractor is delayed by more than seven (7) days after receipt of the periodic or Final Payment by the Job Order Contractor or Subcontractor, the Job Order Contractor or Subcontractor shall pay interest to his Subcontractor or material supplier, beginning on the eighth day, at the rate of one and one-half percent (1½%) per month or a fraction of a month on such unpaid balance as may be due.

9.7 FAILURE OF PAYMENT

9.7.1 If the Job Order Contractor, for any reason not the fault of the Job Order Contractor, is not paid any undisputed amount within fourteen (14) days after the date payment is due, the Job Order Contractor may, upon seven (7) additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. Notwithstanding the preceding, the Job Order Contractor shall not stop the Work during the pendency of a dispute which has been submitted to Alternative Dispute Resolution pursuant to Exhibit

B, nor shall the Job Order Contractor stop the Work if the Owner makes payment of any amounts not in dispute within seven (7) days after the Job Order Contractor's notice of nonpayment is received by the Owner.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Defined. Substantial Completion is the stage of completion of the Work or area of Work when that portion of the Project or Work for which the Job Order Contractor is responsible is fully usable by the Owner for its intended purpose, without inconvenience to, or risk of harm to, the Owner or the public. The authority to determine whether the Job Order Contractor has achieved Substantial Completion is determined by the Owner, whose decision shall be final and binding.

9.8.2 Certificate of Substantial Completion. When the Job Order Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Job Order Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected. All Owner training, Record Documents, Operation and Maintenance Manuals, warranties, guarantees, reports, and information required for the Owner to operate the facility in accordance with Article 9.8.1 shall be provided in the quantities specified. The Job Order Contractor shall, in the time frame indicated in the Contract Documents, complete and correct all items on the list, unless a longer time is granted by the Owner in writing. Failure to include an item on such list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract. Upon receipt of the list, the A/E, if utilized, assisted by the Owner, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the list, which is not in accordance with the requirements of the Contract, the Job Order Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. The Job Order Contractor shall then submit a request for another inspection by the A/E, if utilized, assisted by the Owner, to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the A/E, if utilized, will prepare a certificate which shall (1) establish the date of Substantial Completion, (2) establish responsibilities of the Owner and Job Order Contractor for security, maintenance, heat, utilities, and damage to the Work, and (3) shall fix the time within which the Job Order Contractor shall finish all items on the list accompanying the Certificate of Substantial Completion (Certificate). The Certificate shall be submitted to the Owner and Job Order Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Final Inspection. Following the Owner's issuance of a Certificate of Substantial Completion of the Work and upon completion of the Work, the Job Order Contractor shall forward to the Owner a written notice that the Work is ready for final inspection and acceptance, and shall also forward to the Owner a final Application for Payment. The Job Order Contractor's submission of Final Completion Notice shall indicate that all times listed in Substantial Completion have been completed. When the Owner finds the Work acceptable under the Contract and the Task Order fully performed, the Owner will promptly issue a final recommendation stating that to the best of their knowledge, information, and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the Task Order and that the remaining Task Order Sum is due, including all retainage, less authorized deductions.

9.9.2 Conditions to Final Payment. Final Payment to the Job Order Contractor shall be made within thirty-five (35) days after compliance by the Job Order Contractor with Article 9.9.1 and Article 9.9.2. Neither Final Payment nor any remaining retainage shall become due until the Job Order Contractor submits to the Owner (1) an affidavit acknowledging that all Subcontractors, payrolls, bills for materials and equipment, and other indebtedness connected with the Work will be paid or otherwise satisfied once final payment is made, (2) a certificate evidencing that insurance required by Article 11 is currently in effect and will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Owner, (3) a written statement that the Job Order Contractor knows of no reason that the insurance will not cover the period required by Article 11, (4) the written consent of the Surety to Final Payment, (5) a full and final release and conditional waiver of liens from the Job Order Contractor. The Job Order Contractor shall also indemnify, defend, and hold harmless the Indemnitees against liens by any Subcontractor (collectively "Final Payment"). Upon final payment for each Task Order, the Job Order Contractor shall provide an unconditional wavier. Release of retention shall not occur until all unconditional lien waivers have been received. After payment of retainage, the Job Order Contractor shall provide an unconditional lien waiver in ten (10) days.

9.9.3 Delay of Final Completion. If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Job Order Contractor or by issuance of Task Order Modification affecting Final Completion the Owner shall, upon application by the Job Order Contractor and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. In such case, the Owner will retain at least two times the value of the incomplete or uncorrected parts of the Work, as determined by the Owner. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Task Order the written consent of Surety to payment of the balance of due for that portion of the Work fully completed and accepted shall be submitted by the Job Order Contractor to the Owner prior to recommendation of such payment. Such payment shall be made under terms and conditions governing Final Payment.

9.9.4 Waiver of Claims. Acceptance of payment by the Job Order Contractor shall constitute a waiver of claims by that payee, except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAM

10.1.1 Job Order Contractor's Responsibility. The Job Order Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Job Order Contractor shall have a written Safety Program for the Work and shall submit two (2) copies of such Safety Program to the Owner. If the Task Order includes work not contained within the submitted safety program, the Job Order Contractor shall submit the necessary site specific safety precautions and incorporated into the Work.

10.1.2 Remedy for Failure to Maintain Safety. If the Job Order Contractor fails to maintain the safety precautions required by law or by the Contract, the Owner may take action as necessary and charge the Job Order Contractor therefore. However, the failure of the

Owner to take any such action shall not relieve the Job Order Contractor of its obligations set forth in Article 10.1.1. If the Job Order Contractor fails to maintain the safety precautions required by law or by the Owner, the Job Order Contractor shall, if directed by the Owner, remove all forces from the Project without cost or loss to the Owner until the Job Order Contractor complies with such safety precautions. The Job Order Contractor shall not be granted additional time for completion of the Work if the Work is stopped by the Owner due to hazards or non-compliance with these provisions.

10.1.3 Environmental Hazards and Archeological Items. In the event the Job Order Contractor encounters on the Site material reasonably believed to contain asbestos, polychlorinated biphenyls (PCBs), petroleum based substances, or hazardous substances (as defined or regulated under any federal, state, or local law), the Job Order Contractor shall (1) immediately stop Work in the area affected and report the condition to the Owner by the fastest available means and follow up in writing; and (2) take reasonable precautions to prevent or contain the movement, spread, or disturbance of such materials. The Work in the affected area shall not thereafter be resumed except by written consent of the Owner. In no event shall the Owner have any responsibility for any substance or material that is brought to the Site by the Job Order Contractor, any Subcontractor, any material man or supplier, or any entity for whom any of them is responsible. The Job Order Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic, or comprised of any items that are hazardous or toxic. Job Order Contractor shall indemnify, defend, and hold harmless the Indemnitees from and against any and all liabilities, claims, or demands (including attorney's fees and costs) arising out of or resulting from the presence, uncovering, release of suspected or confirmed asbestos, polychlorinated biphenyls (PCBs), petroleum based substances, or hazardous substances to the extent caused by the negligence of, or failure to comply with, the terms and conditions of the Contract by the Job Order Contractor, any Subcontractor, any material man or supplier, or any entity for whom any of them is responsible. Job Order Contractor may request from the Owner any environmental reports which were completed by Owner's environmental consultant(s) for this Project.

10.1.4 Duty to Stop Work. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the Site by the Job Order Contractor, the Job Order Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

10.2 PROTECTION OF PERSONS AND PROPERTY

10.2.1 Job Order Contractor's Duty to Protect. The Job Order Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

10.2.1.1 Employees on the Work and other persons who may be affected thereby;

10.2.1.2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody, or control of the Job Order Contractor or the Job Order Contractor's Subcontractors;

10.2.1.3 Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

10.2.1.4 Construction or operations by the Owner or other contractors.

10.2.2 Compliance with Safety Notices and Laws. The Job Order Contractor shall comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

10.2.3 Safety Precautions. The Job Order Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying Owners and users of adjacent sites and utilities. The Job Order Contractor shall also be responsible, at the Job Order Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Site and improvements thereon. Any damage to such property or improvements shall be promptly repaired by the Job Order Contractor. Without limiting the indemnity provisions elsewhere in the Contract, the Job Order Contractor shall indemnify, defend, and hold harmless the Indemnitees from and against any and all liabilities, claims, or demands (including attorney's fees and costs) arising out of, or resulting from, damage to such property or improvements.

10.2.4 Use of Explosives or Hazardous Materials. When use or storage of explosives, or other hazardous materials or equipment, or unusual methods is necessary for execution of the Work, the Job Order Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary, the Job Order Contractor shall secure the Owner's approval prior to their storage or use.

10.2.5 Job Order Contractor Liability. The Job Order Contractor shall promptly remedy damage and loss to any property caused in whole or in part by the Job Order Contractor or Subcontractor, or by anyone for whose acts they may be liable.

10.2.6 Competent Person. The Job Order Contractor shall designate a competent person or member of the Job Order Contractor's organization at the Site whose duty shall be the prevention of accidents and administration of the Job Order Contractor's written Safety Program

10.2.7 Accident Reports. The Job Order Contractor shall report in writing within one (1) working day of the Job Order Contractor's knowledge, to the Owner, all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death or serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.2.8 Safety Cooperation. The Job Order Contractor and its Subcontractors shall cooperate fully with the Owner and all interested parties on accident prevention and claim handling procedures.

10.2.9 Risk of Loss. The Job Order Contractor shall be fully responsible for, and shall bear the full risk of loss of, all the Job Order Contractor's tools, equipment, materials, and other property.

10.3 EMERGENCIES

10.3.1 In an emergency affecting safety of persons or property, the Job Order Contractor shall act, at the Job Order Contractor's discretion, to prevent damage, injury, or loss. Additional compensation or extension of time claimed by the Job Order Contractor on account of an emergency shall be determined as provided in Article 4.2 and Article 7.

ARTICLE 11 INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION

11.1.1 Job Order Contractor's Duty to Indemnify and Defend. To the fullest extent permitted by law, the Job Order Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentionally wrongful acts, errors, omissions or mistakes of the Job Order Contractor, its agents, representatives, employees, or Subcontractors, relating to the performance of this Contract. This duty to defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by referenced acts, errors, omissions or mistakes in the performance of this Contract, including these made by any person for whose acts, errors, omissions or mistakes, the Job Order Contractor may be legally liable.

11.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

11.2 INSURANCE

11.2.1 Job Order Contractor at its own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of Owner. The form of any insurance policies and forms must be acceptable to Owner.

11.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of Owner, constitute a material breach of this Contract.

11.2.3 Job Order Contractor's insurance shall be primary insurance as respects Owner, and any insurance or self-insurance maintained by Owner shall not contribute to it.

11.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the Owner's right to coverage afforded under the insurance policies.

11.2.5 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 Owner under such policies. Job Order Contractor shall be solely responsible for the deductible and/or self-insured retention and Owner, at its option, may require Job Order Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

11.2.6 Owner reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. Owner shall not be obligated, however, to review such policies and/or endorsements or to advise Job Order Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Job Order Contractor from, or be deemed a waiver of Owner's right to insist on strict fulfillment of Job Order Contractor's obligations under this Contract.

11.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name Owner, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

11.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against Owner, its agents, representatives, officers, directors, officials and employees for any claims arising out of Job Order Contractor's work or service.

11.2.9 Job Order Contractor is required to procure and maintain the following coverage's indicated by a checkmark:

11.2.9.1 **Commercial General Liability.** Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

11.2.9.2 **Automobile Liability.** Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Job Order Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Job Order Contractor's work or services under this Contract.

11.2.9.3 **Workers' Compensation.** Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Job Order Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

11.2.9.4 Job Order Contractor waives all rights against Owner 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 Job Order Contractor pursuant to this agreement.

11.2.9.5 **Builder's Risk (Property) Insurance.** Job Order Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than Owner has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of Owner, Job Order Contractor, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by Owner. For new construction projects, Job Order Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Job Order Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

11.2.9.6 Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

11.2.9.7 Builders' Risk insurance must provide coverage from the time any covered property comes under Job Order Contractor's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory. If the Contract requires testing of equipment or other similar operations, at the option of Owner, Job Order Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

11.2.9.8 Job Order Contractor, if it is licensed to perform and tasked to perform any design services, shall purchase Errors and Omissions Insurance in an amount stated by Owner in the Task Order.

11.2.10 Job Order Contractor waives all rights against Owner 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 pursuant to this agreement.

11.3 CERTIFICATES OF INSURANCE

11.3.1 Prior to commencing work or services under this Contract, Job Order Contractor shall furnish Owner with Certificates of Insurance in a form acceptable to Owner, or formal endorsements as required by the Contract in the form provided by the County, issued by Job Order Contractor's insurer(s), as evidence that policies providing the required coverage's, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

11.3.2 In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for one year past completion and acceptance of Job order Contractor's work or services and as evidenced by annual Certificates of Insurance.

11.3.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to Owner fifteen (15) days prior to the expiration date.

11.4 CANCELLATION AND EXPIRATION NOTICE

11.4.1 Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Owner.

11.5 PERFORMANCE AND PAYMENT BONDS

11.5.1 A.R.S. § 34-222. Job Order Contractor shall obtain, at its own expense, performance and payment bonds as required by A.R.S. § 34-222 and Section 00610. Job Order Contractor warrants that its payment and performance bonds fully comply with A.R.S. § 34-222. Bonds will be required on an individual task order basis and are required to be submitted within five business days (or as otherwise approved by the Office of Procurement Services) of the successful completion of negotiations.

11.5.2 Copies to Potential Beneficiaries. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Job Order Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 Duty to Uncover Work. If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract, it must, if required in writing, be uncovered for their observation and be replaced at the Job Order Contractor's expense without change in the Contract Time.

12.1.2 Cost of Uncovering Work. If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Job Order Contractor. If such Work is in accordance with the Contract, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract, the Job Order Contractor shall pay such costs.

12.2 CORRECTION OF WORK

12.2.1 Duty to Correct Rejected Work. The Job Order Contractor shall promptly correct all Work rejected by the Owner as defective or failing to conform to the requirements of the Contract, whether observed before or after Substantial Completion of the Work and whether or not fabricated, installed, or completed. The Job Order Contractor shall bear costs of correcting such rejected Work, including the replacement or repair of other work affected by Job Order Contractor's performance, including additional testing and inspection and compensation for the Owner's services made necessary thereby. Work rejected before Final Completion shall be corrected prior to Final Payment.

12.2.2 One Year Duty to Correct Work. If within any guarantee period, repairs or changes are required in connection with the guaranteed Work, as the result of the use of materials, equipment or workmanship, which are defective, or inferior, or not in accordance with the terms of the Contract, the Job Order Contractor is to commence and continue to effect such repairs or changes to, promptly, within 48 hours after receipt of notice from the Owner, except in the case of emergencies, and without expense to the Owner:

12.2.3 Warranty Periods. Nothing contained in this Article 12.2 shall be construed to establish a period of limitation with respect to obligations that the Job Order Contractor has under the Contract or at law, including Article 3.6. Establishment of the time period of one year as described in Article 12.2.2, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract, relates only to the specific obligation of the Job Order Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Job Order Contractor's liability with respect to Contract obligations.

12.2.3.1 Four (4) hours for emergency repair work. An "emergency repair" is defined as that repair necessitated by life, safety or security issues that will jeopardize the continued operation of that facility, endanger its occupants or the general public.

12.2.3.2 Sixteen (16) hours for urgent repair work. An "urgent repair" is defined as that repair necessitated by issues that may jeopardize the continued operation of that facility, endanger its occupants or the general public.

12.2.3.3 Five (5) days for general service or repairs

12.2.3.3.1 place in satisfactory condition, in every particular, all of such guaranteed work and correct all defects therein;

12.2.3.3.2 make good all changes to the structure or site or equipment or contents thereof, which in the opinion of the Architect, Engineer or Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract.

12.2.3.4 Notifications by the Owner of defects will stop the warranty time period. The guarantee or warranty period for that replaced or restored work is to be reinstated for the remaining time period, starting on the date of acceptance of the replaced or restored work.

12.2.3.5 In any case, where, in fulfilling the requirements of the Contract or of any guarantee embraced in or required thereby, the Job Order Contractor disturbs any work guaranteed under another contract, the Job Order Contractor is responsible to restore such work to a condition satisfactory to the Architect, Engineer or Owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.

12.2.3.6 If the Job Order Contractor after notice fails to proceed to commence and continue to comply with the terms of the guarantee and Paragraph 1, the Owner may have the defect corrected, in which case the Job Order Contractor and its Surety are liable for all expenses incurred.

12.2.3.7 All special guarantees or warranties applicable to definite parts of the Work that may be stipulated in the Specifications or other papers forming part of the Contract are subject to the terms of this Article during the life of such special guarantee.

12.2.4 Removal of Nonconforming Work. The Job Order Contractor shall remove from the Site, at no additional cost, portions of the Work, which are not in accordance with the requirements of the Contract and are neither corrected by the Job Order Contractor nor accepted by the Owner.

12.2.5 Owner's Right to Correct Nonconforming Work. If the Job Order Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Article 2.3. If the Job Order Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and store the salvable materials or equipment at the Job Order Contractor's expense. If the Job Order Contractor does not pay costs of such removal and storage within ten (10) days thereafter, the Owner may sell such materials and equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting the costs that should have been borne by the Job Order Contractor, including compensation for Owner's additional services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Job Order Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Job Order Contractor are not sufficient to cover such amount, the Job Order Contractor shall pay the difference to the Owner.

12.2.6 Cost of Correcting Other Affected Work. The Job Order Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner, Job Order Contractor, or other contractors caused by the Job Order Contractor's correction or removal of Work which is defective or not in accordance with the requirements of the Contract.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work, which is not in accordance with the requirements of the Contract, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable for the difference in value together with an allowance for damage or loss of quality. Such adjustment shall be effected whether or not Final Payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the laws of the State of Arizona.

13.1.2 This Contract is made in accordance with and subject to the provision of all applicable laws, statutes, ordinances, rules, regulations, executive orders and codes. To the extent required by applicable law, each party hereto shall comply and require its Subcontractors and suppliers to comply with all then applicable federal, state of Arizona and local nondiscrimination laws, rules, regulations, ordinances and executive orders, including, without limitation, the Civil Rights Act of 1964, as they may be amended, modified, codified, supplemented or repealed from time to time.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Job Order Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto and to successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract.

13.3 NOTICES

13.3.1 Methods of Notice. All notices pursuant to this Agreement must be in writing and must be sent to the appropriate person and will be deemed properly given if sent by (1) personal delivery, (2) e-mail, return receipt required, (3) express mail, postage prepaid, return receipt required, or (4) certified United States mail, postage prepaid, return receipt required, addressed as follows:

Owner:	Maricopa County c/o Facilities Management Department 401 West Jefferson Street Phoenix, Arizona 85003 Attn: Director E-mail: ReidSpaulding@mail.maricopa.gov
Job Order Contractor:	SDB Contracting Services 810 W. 1st Street Tempe, AZ 85281 Attn: Project Manager Chris Baruso E-Mail: chris.baruso@sdb.com
Copy to:	Maricopa County c/o Office of Procurement Services 320 W. Lincoln Street Phoenix, Arizona 85003 Attn.: Brian Garcia Contracting Officer E-Mail: garciab003@mail.maricopa.gov

Each party may, by notice to the others, specify a different address for subsequent notice purposes. Notice is effective on the date of actual receipt or five (5) days after the date of mailing, whichever is earlier.

13.4 RIGHTS AND REMEDIES

13.4.1 Legal Rights. Duties and obligations imposed by the Contract and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. This clause shall not be interpreted to permit the Job Order Contractor to recover any costs or damages that are otherwise limited, prohibited, or waived by the Contract.

13.4.2 No Waiver. No action or failure to act by the Owner or Job Order Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Job Order Contractor's Duty to Administer. Tests, inspections, and approvals of portions of the Work required by the Contract or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at the appropriate time. Unless otherwise provided, the Owner shall make arrangements for such tests, inspections, and approvals with the independent testing laboratory. The Job Order Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. Any of the Work requiring testing, inspection, or approval which is covered or otherwise made inaccessible without the consent of those requiring or making the inspection or test shall be uncovered or made accessible by, and at the expense of, the Job Order Contractor. Job Order Contractor shall be responsible for any testing, retesting, or other charges resulting from Job Order Contractor's failure to perform.

13.5.2 Additional Testing and Inspection. If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Article 13.5, the Owner will instruct the Job Order Contractor to make arrangements for such additional testing, inspection, or approval by an entity acceptable to the Owner, and the Job Order Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear such costs except as provided in Article 13.5.

13.5.3 Costs for Testing and Inspection. If such procedures for testing, inspection, or approval under Articles 13.5 reveals failure of the portions of the Work to comply with requirements established by the Contract, the Job Order Contractor shall bear all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's services and expenses.

13.5.4 Certificates. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract, be secured by the Job Order Contractor and promptly delivered to the Owner.

13.5.5 Prompt Testing and Inspection. Tests or inspections conducted pursuant to the Contract shall be made promptly to avoid unreasonable delay in the Work.

13.6 MANUFACTURERS' NAMEPLATES

13.6.1 Manufacturers' nameplates shall not be permanently attached to ornamental and miscellaneous metal work, doors, frames, millwork, and similar factory fabricated products on which, in the Owner's opinion, the nameplates would be objectionable, if visible after installation of the Work. This provision does not apply to underwriters' labels when required, or to the manufacturers' name and rating plates on mechanical and electrical equipment.

13.7 MANUFACTURERS' INSTRUCTIONS

13.7.1 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturers' written specifications or instructions. In case of any difference or conflicts between the requirements of the manufacturers' instructions or specifications and the technical sections of the Specifications, the Job Order Contractor shall promptly report any such difference or conflict to the Owner.

13.8 SBE REQUIREMENTS

13.8.1 The Job Order Contractor shall comply with all requirements of the Small Business Enterprise ("SBE") program applicable to the Project as specified in the Maricopa County Small Business Enterprise Construction Contracting Requirements to be posted at a later date.

ARTICLE 14 CONTRACT INTERPRETATION:

14.1 HEADINGS

14.1.1 The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any provision of this Agreement.

14.2 INTERPRETATION

14.2.1 In the interest of brevity, the Contract frequently omits modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. To the extent permitted by the context in which used, (1) words in the singular member shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa; and (2) (unless specified otherwise) references to Articles are to Articles of Section 00700, General Conditions to the Job Order Contract.

ARTICLE 15 TERMINATION OR SUSPENSION OF THE CONTRACT OR TASK ORDER

15.1 TERMINATION BY THE OWNER FOR CAUSE

15.1.1 Criteria for Termination for Cause. The Owner may terminate the Contract or terminate a Task Order if the Job Order Contractor:

15.1.1.1 Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

15.1.1.2 Repeatedly disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

15.1.1.3 Materially breaches any provision of the Contract or Task Order;

15.1.1.4 Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Job Order Contractor's ability to complete the Work for the Task Order in compliance with all the requirements of the Contract; or

15.1.1.5 Fails after commencement of the Work to proceed diligently and continuously with the construction and completion of the Work for more than seven (7) days, except as permitted under the Contract.

15.1.1.6 Repeatedly refuses or fails to carry out Safety provisions as required by Contract;

15.1.1.7 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Job Order Contractor and the Subcontractors.

15.1.2 Effect of Termination for Cause. When any of the above conditions exist, the Owner, may without prejudice to any other rights or remedies of the Owner, and after giving the Job Order Contractor and the Job Order Contractor's Surety, if any, three (3) days' written notice, terminate the Contract or Task Order and may, subject to any prior rights of the Surety:

15.1.2.1 Take possession of the Site and all materials, equipment, tools, and construction equipment machinery thereon owned by the Job Order Contractor;

15.1.2.2 Accept assignment of subcontracts pursuant to Article 5.4; and

15.1.2.3 Finish the Work for the Task Order by whatever reasonable method the Owner may deem expedient.

15.1.3 Job Order Contractor Right to Receive Payment. When the Owner terminates the Contract or a Task Order for one of the reasons stated in Article 15.1.1, the Job Order Contractor shall not be entitled to receive further payment for the Task Order until the Work is finished.

15.1.4 Costs for Finishing Work. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work for the Task Order, including compensation for the Owner's services and expenses made necessary thereby, such excess shall be paid to the Job Order Contractor. If such costs exceed the unpaid balance, the Job Order Contractor shall pay the difference to the Owner. The amount to be paid to the Job Order Contractor or Owner, as the case may be, shall, upon application, be certified after consultation with the Owner, and this obligation for payment shall survive termination of the Contract.

15.2 SUSPENSION BY THE OWNER FOR CONVENIENCE

15.2.1 Owner's Right. The Owner may, without cause, order the Job Order Contractor in writing to suspend, delay, or interrupt the Work for a Task Order in whole or in part for such period of time as the Owner may determine.

15.2.2 Adjustment in Task Order Sum. An adjustment shall be made for increases in the cost of performance of the Task Order, including profit on the increased cost of performance, caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

15.2.2.1 that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Job Order Contractor is responsible; or

15.2.2.2 that an equitable adjustment is made or denied under another provision of this Contract.

15.2.3 Method for Adjustment in Task Order Sum. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

15.3 OWNER'S TERMINATION FOR CONVENIENCE

15.3.1 Effect of Termination for Convenience. The Owner reserves the right to terminate the Contract or a Task Order for convenience and without cause, even if Job Order Contractor has not failed to perform any part of the Contract or a Task Order. Termination of the Task Order Work shall be effected by written notice to the Job Order Contractor. Upon receipt of such notice, Job Order Contractor shall, unless the notice otherwise directs:

15.3.1.1 Immediately discontinue the Work of the Task Order and the placing of all orders and subcontracts in connection with this Contract;

15.3.1.2 Immediately cancel all of the existing orders and subcontracts made hereunder or for the Task Order involved;

15.3.1.3 Immediately transfer to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery, and tools acquired by the Job Order Contractor in connection with the performance of the Contract or the Task Order, and take such action as may be necessary or as the Owner may direct for protection and preservation of the Work relating to this Contract; and

15.3.1.4 Deliver all plans, Drawings, Specifications, and other necessary information to Owner.

15.3.2 Job Order Contractor's Exclusive Remedy. If the Owner terminates the Contract or a Task Order for convenience, the following shall be the Job Order Contractor's exclusive remedy:

15.3.2.1 Reimbursement of all actual expenditures and costs approved by the Owner as having been made or incurred in performing the Work;

15.3.2.2 Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Job Order Contractor in performing the Contract; and

15.3.2.3 Payment of profit, in so far as profit is realized hereunder, of an amount equal to the estimated profit on any Task Order Work underway at the time of termination multiplied by the percentage of completion of the Work. In no event shall the Job Order Contractor be entitled to anticipated fees or profits on Work not required to be performed.

15.3.3 Warranties, Guarantees, and Indemnities to Remain in Effect. All obligations of the Job Order Contractor under the Contract with respect to completion of the Work, including but not limited to all warranties, guarantees, and indemnities, shall apply to all Work completed or substantially completed by the Job Order Contractor prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the Job Order Contractor shall be without prejudice to any claims or legal remedies that the Owner may have against the Job Order Contractor for any cause.

15.3.4 Conversion of Termination for Cause to Termination for Convenience. Upon a determination that a termination of this Contract or a Task Order, other than a termination for convenience, under this Article was wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Article 15, and the Job Order Contractor's remedy for such wrongful termination shall be limited to the recoveries specified under Article 15.3.2.

15.3.5 Remedy Limited to Damages. In the event that Job Order Contractor is terminated, whether for cause or convenience, the Job Order Contractor's sole remedy shall be for damages. In no event shall Job Order Contractor be entitled to reinstatement or other equitable relief from a court or through Alternative Dispute Resolution as provided in Exhibit B.

15.3.6 Notice that Contract is Subject to Termination Provisions of A.R.S. § 38-511. The parties acknowledge, and as required by law, notice is hereby given that this Contract is subject to A.R.S. § 38-511.**END OF SECTION**

EXHIBIT A

DEFINITIONS TO THE GENERAL CONDITIONS TO THE CONSTRUCTION CONTRACT

Allowance means funds which are included in the Task Order Bid and designated for uses by the Owner.

Application for Payment has the meaning set forth in Article 9.2.1 of the General Conditions to the Construction Contract.

Article shall refer to Specifications Section 00700, General Conditions of the Construction Contract.

Authorized Agent means any person, which may be an employee of the Owner or a consultant, with written notification who acts on behalf of the Owner for the purposes of managing the Task Order.

Business Day means all days of the year except Saturday, Sunday and legal holidays of the United States of America or the State of Arizona.

Certificate of Substantial Completion has the meaning set forth in Article 9.8.2 of the General Conditions to the Construction Contract.

Claim means a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Job Order Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

Contract means the fully executed Contract document between the Job Order Contractor and Maricopa County, Arizona, as may be amended or modified from time to time.

Contract Documents are defined in Section 00500, 7 Contract Documents.

Day or "day" means calendar day unless otherwise specifically defined.

Drawings means the documents referenced in Section 00500, 7 Contract Documents, showing the design, location and dimensions of the Work, generally including but not limited to plans, elevations, sections, details, schedules and diagrams and/or those developed under a specific Task Order

Employer means any individual, firm, or corporation who provides direct labor at or from the Project Site either by written or verbal contract, work order, purchase order, or invoice.
Final Completion means when all of the Work of the Contract fulfills all of the terms of the Contract in all respects.

Final Payment has the meaning set forth in Article 9.9.2 of the General Conditions to the Job Order Contract.

Furnish or "furnish" means "furnish only", including delivery of materials to the Site.

General Requirements means Division I of the Specifications.

Indemnitees means the Owner and all of their respective authorized agents, employees, successors and assigns.

Install or "install" means "install only" furnished materials or items. Such materials or items shall be received at the Site, unloaded, stored and/or distributed, protected, and installed in place, including final connections. Minor items and accessories reasonably inferable as necessary to complete the proper installation shall be provided by the Job Order Contractor whether or not they are specifically called for by the Specifications or Drawings.

Insurance Carrier means the carrier providing coverage for any of the insurance programs.

Insured means the entity named in a Policy or Certificate of Insurance signed by a duly authorized representative of the Insurers.

Insurer means the Insurance Carrier named on a Policy or Certificate of Insurance.

Job Order Contractor means the person or entity identified as such in the Job Order Contract.

JOC Construction Schedule has the meaning set forth in Article 3.11.1 of the General Conditions to the Contract.

Material Status Report has the meaning set forth in Article 3.11.7 of the General Conditions to the Job Order Contract.

Notice to Proceed means that written dated document which instructs the Job Order Contractor to proceed and sets forth the date for substantial and final completion of the project outlined in a specific Task Order.

Owner means Maricopa County, Arizona, or its Authorized Agent.

Product Data means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Job Order Contractor to illustrate materials or equipment for some portion of the Work.

Project means the total construction necessary for the full and efficient use of the facilities and appurtenances described in the individual Task Order Documents.

Provide or Perform or "provide" or "perform" means to furnish, install and complete all labor, materials, equipment, services and other items required to complete the referenced tasks.

Record Documents has the meaning set forth in Section 3.12.2 of the General Conditions.
Record Drawings has the meaning set forth in Section 3.12.2 of the General Conditions.

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SBE has the meanings set forth in Article 13.8 of the General Conditions to the Construction Contract, Maricopa County Small Business Enterprise Construction Contracting Requirements.

Schedule of Values has the meaning set forth in Article 9.1 of the General Conditions to the Job Order Contract.
Scope Documents means all documents associates with setting forth the scope of Work designated in each Task Order utilized to develop the Task Order Sum.

Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Job Order Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site means that certain real property upon which the Project is to be constructed and which is generally depicted in the Contract Documents.

Specifications means the document referenced in each individual Task Order consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

Subcontractor means any person or entity supplying labor, equipment, or material for a portion of the Job Order Contractor's Work either on or off the Site and all of the respective employees, agents, successors and assigns of such person or entity. The term "Subcontractor" includes sub-subcontractors of the Job Order Contractor but does not include subcontractors of other contractors performing Work for the Project.

Substantial Completion is the date certified by the Architect/Engineer, if utilized, and/or the Owner in accordance with Article 9.8.1 of the General Conditions to the Job Order Contract.

Surety means the entity providing the performance and payment bonds required under Article 11.4 of the General Conditions to the Job Order Contract.

Task Order means that document which identifies and notifies the Job Order Contractor that a task needs to be performed pursuant to the Job Order Contract and all subsequent documents setting forth the scope, time and sum.

Task Order Modification has the meaning set forth in Article 7.1 of the General Conditions to the Construction Contract.

Task Order Sum is stated in Section 00500, 4.1 and means the total amount payable by the Owner to the Job Order Contractor for performance of the Work under each individual Task Order and pursuant to the terms of the Contract.

Task Order Time means the periods of time set forth in each individual Task Order for Substantial Completion and Final Completion of the Work set forth in that Task Order.

Work means all administration, labor, equipment and materials, whether on or off the Site, necessary to produce and fully complete the construction required by the Contract or reasonably inferable therefrom. If all or part of the Work involves demolition, the term "Work" shall also mean demolition and all activities related to demolition.

Work Day relates to the Job Order Contractor's schedule bases for calculating project activities and durations.

END OF EXHIBIT

EXHIBIT B

ALTERNATIVE DISPUTE RESOLUTION

1.1 **Scope.** Notwithstanding anything to the contrary provided elsewhere in the Contract, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon the Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

1.2 **Neutral Evaluator, Arbitrators.** The County will select a Neutral Evaluator to serve as set forth in this ADR process. As needed under § 1.6.2 below, the County and Job Order Contractor shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. All arbitrators, once selected, shall serve as neutral arbitrators, even if they are party-appointed. The County and the Job Order Contractor shall name their respective arbitrators within five (5) calendar days after the declaration of a failure of mediation or the mutual waiver of mediation.

1.3 **Discussion and Partnering.** When a claim is made or a dispute arises relating to the Contract, senior representatives of the County and the claimant will meet personally within ten (10) days to discuss the claim/dispute and attempt to resolve it. If, after good faith efforts, resolution is not achieved, the claim/dispute (hereafter "dispute") will proceed to the neutral evaluation process.

1.4 **Neutral Evaluation Process.** If the parties have been unable to resolve the dispute after discussions and partnering, the following neutral evaluation process shall be used to resolve any such dispute.

1.4.1 **Notification of Dispute.** The County through its Agent shall promptly notify the Neutral Evaluator in writing of the existence of a dispute within ten days of the County or the Job Order Contractor declaring need to commence the neutral evaluation process.

1.4.2 **Non-Binding Informal Hearing.** The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within ten (10) calendar days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing of its opportunity to present such evidence as they believe will resolve the dispute. The Neutral Evaluator shall notify each party to the dispute that they shall submit a written outline of the issues and evidence intended to be introduced at the hearing and their proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Potential Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

1.4.3 **Non-Binding Decision.** The Neutral Evaluator shall render a non-binding written decision as soon as possible, but not later than five (5) calendar days after the hearing concludes.

1.4.4 **Further proceedings.** In the event that either party declines to accept the Neutral Evaluator's decision as the resolution of the dispute, the dispute will proceed to mediation.

1.5 **Mediation.** In the event that a meeting of principals and neutral evaluation have failed, the parties shall engage in mediation (as a condition precedent to arbitration) within fifteen (15) days of a party's notifying the Neutral Evaluator that the party declines to accept the Neutral Evaluator's decision as the resolution of the dispute. The mediator shall be chosen by the parties' agreement. If such agreement is not reached by five (5) days after the neutral evaluator's receipt of a party's notification, then the mediator shall be named by the Neutral Evaluator. In the event that mediation fails (or is waived by both parties) then the matter shall proceed to binding arbitration.

1.6 **Binding Arbitration Procedure.** The following binding arbitration procedure shall serve as the exclusive method to resolve a dispute if any party chooses not to accept the decision of the Neutral Evaluator and mediation has failed or has been waived. A party requesting binding arbitration shall notify the Neutral Evaluator in writing within seven (7) calendar days of the failure or waiver of mediation of the party's demand for arbitration. If the Job Order Contractor requests arbitration it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in paragraph 1.6.11 and the proceeds from the bond shall be allocated in accordance with paragraph 1.6.13 by the Arbitration Panel. The bond must be in the full amount agreed upon or as established by the Neutral Evaluator to pay the potential cost of the full arbitration proceeding. The bond must be posted with and received by the Neutral Evaluator within five (5) calendar days after the demand for arbitration.

1.6.1 **Arbitration Panel and Applicable Law and Rules**. Disputes involving less than $200,000 shall be heard by one single arbitrator chosen by agreement of the parties. For disputes in excess of $200,000, the Arbitration Panel shall consist of three arbitrators: the County's appointed arbitrator, the Job Order Contractor's appointed arbitrator and a third arbitrator (or "neutral arbitrator") who shall be selected by the parties' arbitrators as set forth in Section 1.5.2. The arbitration is to be convened and administered under the Revised Uniform Arbitration Act ("RUAA") (A.R.S. § 12-3001 et seq.) and the American Arbitration Association Construction Rules shall serve as a guideline for proceedings, thus as a supplement to the RUAA.

1.6.2 **Selection of Neutral Arbitrator**. For disputes in excess of $200,000, the parties' arbitrators shall choose the Neutral Arbitrator, within ten (10) calendar days of notification of a demand for arbitration having been received by the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in paragraph 1.2. above. In the event that the two party selected arbitrators cannot agree on a Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be selected as the Default Neutral Arbitrator. If the County and Job Order Contractor cannot agree on the single arbitrator or upon a Default Neutral Arbitrator, then County and the Job Order Contractor shall each submit two names to Judge Eino Jacobson, or his successor as designated by Maricopa County, who shall select one person. The Neutral Arbitrator may submit his invoices for services to the Owner, and the Owner shall pay the amounts invoiced (subject to the provisions of paragraph 1.4.13) unless and until the Job Order Contractor is determined by the Arbitration Panel to be the non-prevailing party and the Arbitration Panel determines per 1.6.11 what party pays such costs.

1.6.3 **Expedited Hearing**. The parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the

purview of this ADR process. To that end, any party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected single arbitrator or Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than twenty (20) calendar days after notification of request for arbitration having been received. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the single arbitrator or the Arbitration Panel upon a showing of emergency circumstances.

1.6.4 **Procedure**. The single arbitrator or the Arbitration Panel will conduct the hearing in such a manner that will resolve disputes in a prompt, cost efficient manner giving regard to the rights of all parties. Each party shall supply to the single arbitrator or Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The single arbitrator or the Arbitration Panel shall review and consider the Neutral Evaluator decision. The single arbitrator or the Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The single arbitrator or the Chairman upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm or enforce such orders of the Chairman.

1.6.5 **Hearing Days**. In order to effectuate parties' goals, the hearing once commenced, will proceed from working day to working day until concluded, absent a showing of emergency circumstances.

1.6.6 **Award**. The single arbitrator shall within ten (10) calendar days of the conclusion of a hearing issue a reasoned award. The Arbitration Panel shall, within ten (10) calendar days from the conclusion of any hearing, by majority vote issue its reasoned award. The award shall include an allocation of fees and costs pursuant to 1.6.11 herein. The award is to be in accordance with the Contract and the law of the State of Arizona.

1.6.7 **Scope of Award**. Regardless of the provisions of the RUAA, the Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. If an award is made against any party in excess of one hundred thousand dollars ($100,000), exclusive of interest, arbitration fees, costs and attorneys' fees, it shall be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated.

1.6.8 **Jurisdiction**. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction over the claim as regards its amount upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing. If the dispute is in reality one involving less than $200,000, the arbitration shall continue before the Neutral Arbitrator as a single arbitrator, with the party appointed arbitrators being excused.

1.6.9 **Entry of Judgment**. As provided in the RUAA, any party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

1.6.10 **Severance and Joinder**. To reduce the possibility of inconsistent adjudications, the Neutral Evaluator or the single arbitrator or Arbitration Panel, may: (i) at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and (ii) the Neutral Evaluator, on his own authority, or the single arbitrator or Arbitration Panel may, on its own authority, join or sever parties and/or claims subject to this ADR process as deemed necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes, provided, however, that the A/E, Owner and Project Professionals shall not be joined as a party to any claim made by a Job Order Contractor. Nothing herein shall create the right by any party to assert claims against another party not germane to the Contract or not recognized under the substantive law as applicable to the dispute. Neither the Neutral Evaluator nor the single arbitrator or Arbitration Panel is authorized to join to the proceeding parties not in privity with the County. Job Order Contractor cannot be joined to any pending arbitration proceeding, without Job Order Contractor's express written consent and unless Job Order Contractor is given the opportunity to participate in the selection of the single arbitrator or non-County appointed arbitrator.

1.6.11 **Fees and Costs**. Each party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator and the mediation. All fees and costs associated with any arbitration before the single panel or Arbitration Panel, including without limitation the Arbitrator fees, and the prevailing party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. In the event that Job Order Contractor is the non-prevailing party, all fees and costs as noted above shall first be paid out of the bond posted with the Neutral Evaluator. In no event shall the Job Order Contractor's obligation to pay fees and costs be limited to the amount of the bond posted herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of $250 per hour and (i) costs shall not include any travel expenses in excess of mileage at the rate paid by Maricopa County, not to exceed a one way trip of 150 miles, and (ii) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of Maricopa County in effect at the time of the hearing. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the single arbitrator or Arbitration Panel. Fees for the Neutral Evaluator shall be paid by County.

1.6.12 **Confidentiality**. Any proceeding initiated under this ADR provision shall be deemed confidential to the maximum extent allowed by Arizona law and, except for disclosures to a party's attorneys or accountants, no party shall make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder. This provision does not affect the County's right to inform the County Supervisors of the resolution of the dispute.

1.6.13 **Equitable Litigation**. Notwithstanding any other provision of ADR to the contrary, any party can petition the Maricopa County Superior Court for interim equitable relief as may become necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to the Project pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to

enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

1.6.14 **Change Order**. Any award in favor of the Job Order Contractor against the County or in favor of the County against the Job Order Contractor shall be reduced to a Change Order and executed by the parties in accordance with the award and the provisions of the Contract.

1.6.15 **Merger and Bar**. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Contract performance period which reasonably should or could have been brought against any party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

1.7 **Inclusion in Other Contracts**. The Job Order Contractor shall cooperate with the County in efforts to include this ADR provision in all other project contracts. Subject to Job Order Contractor's reasonable agreement, the Job Order Contractor agrees that any modification to this ADR provision that is included in the construction or other contracts shall also apply to the Job Order Contractor. It is the intent of the parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

END OF EXHIBIT

EXHIBIT C

[Legal Worker Certification]

06/04/2014
(Date)

Maricopa County
Office of Procurement Services – Article 5
320 W. Lincoln Street
Phoenix, Arizona 85003

As required by Arizona Revised Statutes §41-4401, Maricopa County (the "County") is prohibited, after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the County. The County retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

SDB, Inc.	810 West 1st Street
(Firm)	(Address Line 1)
Brian Bohnsack	Tempe, Arizona 85281
(Print Name)	(Address Line 2)
VP/COO	(480) 967-5810
(Print Title)	(Phone)
	(480) 967-5841
(Signature Required)	(Fax)
brianb@sdb.com	94-2705363
(Email Address)	(Federal Taxpayer ID Number)

EXHIBIT D

JOB ORDER CONTRACTING
REQUEST FOR PROPOSAL

PROJECT: _____ **DATE:** _____

TO JOB ORDER CONTRACTOR: **REQUEST NO:** _____

_____

_____

CONTRACT FOR: _____ **CONTRACT NO:**_____

Please submit an itemized quotation for the requested work in accordance with Contract Documents.

THIS IS NOT A TASK ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

DESCRIPTION: (Written description of the work)

_____

_____

_____

_____

_____

ATTACHMENTS: (List attached documents that support description)

_____

_____

_____

_____

_____

INITIATED BY: _____ **DATE:** _____

EXHIBIT E

PERFORMANCE BOND AND PAYMENT BOND

PART 1 GENERAL

1.1 DESCRIPTION

1.1.1 All bonds must be pursuant to A.R.S. Title 34, Chapter 6, Article 1, and executed solely by a surety company or companies holding a Certificate of Authority to transact surety business in Arizona, issued by the Director of the State of Arizona Department of Insurance.

1.1.2 Bonds executed by an individual surety or sureties are not in compliance with Arizona Revised Statutes.

1.1.3 The use of the Owner-supplied bond forms is required.

1.2 SUBMITTALS

1.2.1 Submit a completed copy of the Statutory Performance Bond within five (5) days of the date of the Notice of Intent to Award letter.

1.2.2 Submit a completed copy of the Statutory Payment Bond within five (5) days of the date of the Notice of Intent to Award letter.

END OF SECTION

STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, CHAPTER 6, ARTICLE 1, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____(hereinafter called the Principal), as Principal, and the _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____ hereinafter called the Surety), as Surety are held and firmly bound unto Maricopa County (hereinafter called the Obligee), in the amount of _____ _____ ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 2004, to services as outlined in the Job Order Contract, **Contract No. 14007-JOC,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, Article 1, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 6, Article 1, Arizona Revised Statutes to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall be entitled as part of the judgment reasonable attorney's fees as may be fixed by the judge of the court.

Witness our hands this _____day of _____, 200___.

_____	_____
AGENCY OF RECORD, STATE OF ARIZONA	PRINCIPAL
	BY: _____
_____	
AGENCY ADDRESS	TITLE: _____
	_____
	SURETY
	BY: _____
	TITLE: _____
BOND NUMBER_____	**ATTACH SURETY POWER OF ATTORNEY**

EXHIBIT F

[SBE Reporting Document]

MARICOPA COUNTY SBE PARTICIPATION REPORTING FORM

This form is to be submitted with each pay application or invoice. Any pay application or invoice without this form attached is subject to rejection as not being a completed pay application or invoice pursuant to the terms of the contract.

Name of Prime Consultant/Contractor _____ Contract No. _____

Contact Person _____ Project No. _____

Street Address _____ $ _____ Amount of this Pay Application/Invoice

City, State ZIP _____

Complete below with information on the SBE firms utilized as subconsultants/subcontractors for this pay application/invoice. If work was self-performed and your firm, as the prime, is an SBE firm pursuant to A.R.S. § 41-1001, et seq., then you may list your firm as the SBE firm.

SBE Firm Name	SBE Firm Address	Type of Work Performed	$ Pd to SBE this App/Inv
			$
			$
			$
			$
			$
			$
			$

☐ A mark in this box certifies that no SBE firms were utilized as the prime, subconsultant or subcontractor with respect to this pay application/invoice.

Date _____ Signature _____

Printed Name & Telephone Number _____

EXHIBIT G

Request for Qualifications Dated February 13, 2014 and Addendum 1 are incorporated herein as though they were fully attached to this contract as Exhibit G.

14007-Solicitation.pdf

14007-Addendum #1.pdf

Maricopa County

REQUEST FOR QUALIFICATIONS
FOR
JOB ORDER CONTRACTOR

SERIAL # 14007-JOC
CONTRACT # 14007-JOC

Job Order Contractor for Facilities Management

Statement of Qualifications Due Friday, March 07, 2014
At 11:00 AM (Arizona Time)

Maricopa County
Office of Procurement Services
320 W. Lincoln St. (Second Floor)
Phoenix, Arizona 85003
(602) 506-3246

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This Request for Qualifications is separated in two parts: Part I – Request for Qualifications Information, and Part II – Attachments. The Attachments are part of the Request for Qualifications and the terms, conditions and criteria therein must be met by any Proposer.

Job Order Contractor
For
Maricopa County

PART I: REQUEST FOR QUALIFICATIONS INFORMATION

DIVISION I: REQUEST FOR QUALIFICATIONS AND LEGAL ADVERTISEMENT

MARICOPA COUNTY
REQUEST FOR QUALIFICATIONS (RFQ)

Maricopa County extends an invitation to interested and qualified firms or individuals to submit formal sealed qualifications to provide Job Order Contracting design phase services, as needed, and construction phase services as described herein.

ALL CURRENT JOC CONTRACT AWARDEES ARE ELIGIBLE TO RESPOND. IT IS THE INTENT OF MARICOPA COUNTY TO CANCEL ALL PREVIOUSLY AWARDED JOC'S FOR FACILITIES MAINTENANCE SERVICES ISSUED BY OR ON BEHALF OF THE FACILITIES MANAGEMENT DEPARTMENT UPON AWARD OF THIS SOLICITATION.

Design Services: The scope of work will vary with each Job Order. Minor design services may be required for some job orders; however, most will be designed through registered professional consultants under separate contracts. For job orders that require design services, the contractor shall seek the services of Arizona registered professionals to prepare plans for permitting.

Construction Services by the JOC Contractor may include, but are not limited to:

- Provide construction services for various projects, including required labor (including subcontractors), materials, equipment, and related services for renovations; tenant improvements; additions, including site work and utility extensions; and upgrades and replacement of building mechanical, electrical, and building automation systems. Projects will be located throughout Maricopa County, Arizona and may include work in occupied judicial, detention, office, and customer service facilities.
- Assist with scoping and constructability issues.
- Provide project scheduling.
- Provide detailed cost estimating and knowledge of marketplace conditions.
- Provide value engineering as required.
- Provide long-lead procurement studies and possibly initiate procurement of long-lead items.
- Coordinate with various County departments and other agencies including utility companies, etc.
- Schedule and manage site operations.
- Bid, award, and manage all subcontracts while meeting the County project requirements.
- Provide quality controls.
- Address all federal, state, city, and county permitting requirements and assist in the permitting processes.
- Maintain a safe and clean work site for all project participants, County staff, and public.

The Maricopa County Facilities Management intends to award eight (8) job order contracts to separate persons or firms.

The contract term will be for a period of three (3) consecutive years with two (2) one year options to renew the contract for a total of five (5) years maximum per contract. The overall construction cost shall not exceed five million ($5,000,000) per contract year, maximum $1,000,000 limit per individual project task order.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SDB INC., DBA SDB CONTRACTING SERVICES

EXHIBIT B
Scope of Work

PROJECT

In accordance with the terms and conditions of this Agreement and Maricopa County Contract No. 14007-JOC, the City is retaining SDB Contracting Services for general maintenance and repair services city-wide on an as-needed basis.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SDB INC., DBA SDB CONTRACTING SERVICES

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 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 must not exceed $300,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the Maricopa County Contract, No. 14007-JOC, for general maintenance and repair services city-wide on an as-needed basis.

File #: 17-037, **Version:** 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., FOR DESIGN SERVICES FOR OLIVE AND 59TH AVENUE INTERSECTION CAPACITY IMPROVEMENTS

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Professional Services Agreement (PSA) with AECOM Technical Services, Inc. (AECOM), Contract No. C-10789, for an increase of $53,728.63, and to authorize a contingency in the amount of $25,000, for a total contract not to exceed amount of $474,355.04, for design services for Olive and 59th Avenue intersection capacity improvements.

Background

The intersection of 59th and Olive avenues is one of the busiest intersections in the City of Glendale, serving about 53,200 vehicles per day. Based on a thorough evaluation of safety and traffic geometry as well as demand, both capacity and safety enhancements are warranted at this location. Improvements will be constructed in two phases (capacity and safety) due to constraints as a result of using federal funds for the safety improvements portion of the project.

Capacity enhancements identified to improve the flow of traffic through the intersection include north- and southbound bus bays on 59th Avenue and east- and westbound right-turn lanes on Olive Avenue. Each of these elements is included in the capacity portion of the project.

In April 2016, the city entered into a PSA with AECOM, Contract No. C-10789, to provide design services for Olive and 59th Avenue intersection improvements.

Analysis

During design, Salt River Project (SRP) notified the city and AECOM that an existing SRP irrigation pipe along the south side of Olive Avenue and the west side of 59th Avenue would require an upgrade as part of the capacity improvements. This upgrade was not part of the original PSA with AECOM and would require additional design work and coordination meetings.

This Amendment will compensate AECOM for the additional work.

Previous Related Council Action

On January 10, 2017, City Council authorized the execution of an irrigation easement in favor of SRP at the 59th and Olive intersection.

On December 20, 2016, City Council authorized entering into an Agreement for Construction of SRP Facilities, Contract No. C-11447, authorizing SRP to upgrade an irrigation pipe at 59th Avenue and Olive Avenues intersection for capacity improvements, in an amount not to exceed $360,688.

On April 12, 2016, City Council authorized entering into a Professional Services Agreement with AECOM, Contract No. C-10789, to design Olive Avenue and 59th Avenue intersection capacity improvements, in an amount not to exceed $395,626.41.

Community Benefit/Public Involvement

A safe and efficient transportation system is a quality-of-life issue for Glendale residents. Due to its close proximity to Glendale Community College, there is a high volume of pedestrians, bicyclists, and transit users at the 59th and Olive Avenues intersection. The construction of capacity enhancements will directly and positively impact the operation of this intersection.

Budget and Financial Impacts

Funds are available in the Fiscal Year 2016-17 Capital Improvement Program budget. The increase in expenditures with AECOM are not to exceed $78,728.63 (Amendment No. 1 compensation and contingency) for a total not to exceed amount of $474,355.04.

Staff is requesting activation of project account 1601-67818-551200 and a budget appropriation transfer amount of $361,001 from DIF contingency to cover the cost of Amendment No. 1 and the remaining $282,272.37 in compensation from the original PSA with AECOM.

Cost	Fund-Department-Account
$78,728.63	**1601-67818-551200, 59th & Olive Ave**

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Development Impact Fee fund

Fund Transfer from 1600-12029-510200 to 1601-67818-551200

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
Design Services for Olive Avenue and 59th Avenue Intersection Capacity Improvements
(Project No. 151622, Contract No. C-10789)

This Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement") is made this _____ day of _____, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and AECOM Technical Services, Inc. (AECOM), a California Corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and AECOM ("Contractor") previously entered into a Professional Services Agreement with AECOM, Contract No. C-10789, dated April 12, 2016, City and Contractor wish to modify and amend the Agreement ("Agreement"); and

B. The original scope of work to be performed under this Agreement is to provide design and construction administration services for intersection capacity improvements; and

C. The City and Contractor, however, have agreed to expand the scope of work to include landscape architecture design, additional utility coordination and review due to prior rights status, additional stakeholders meetings, and utility easement acquisition due to prior rights status.

D. Therefore, both parties have agreed to increase the amount of compensation, and are increasing the "amount not to exceed" of the Agreement with this Amendment; and

E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the original Agreement remains unchanged.

3. **Scope of Work.** The Scope of Work is being expanded as outlined in Amended Exhibit B, for Contractor to provide additional tasks not previously required in the original Scope of Work.

4. **Compensation.** Section 4 of the Agreement is here modified and amended as follows: the compensation is increased by an additional $53,728.63 for total amount shall not exceed $474,355.04 over the term of the Agreement, as specifically detailed in the attached Amended Exhibit D.

5. **Insurance Certificate**. Current certificate will expire on April 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

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

7. **No Israel Boycott**. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Kevin R. Phelps, City Manager

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

AECOM Technical Services, Inc.,
a California corporation

Randall Beck

By: Randall Beck
Its: Vice President

EXHIBIT B

AMENDMENT NO. 1

"Design Services for Olive Avenue and 59th Avenue Intersection Capacity Improvements"

Project No. 151622 / Contract No. C10789

SCOPE OF WORK

This scope of work identifies the additional tasks required to complete the improvements, including additional meetings and coordination with stakeholders and utilities, landscape architecture, and right-of-way acquisition services not included in Scope of Work (Exhibit B) dated April 12, 2016.

TASK 100 – PROJECT MANAGEMENT (STAKEHOLDER MEETINGS AND COORDINATION)

This work encompasses the additional coordination and bi-weekly meetings with stakeholders as requested by the City of Glendale (City), preparation of exhibits, and documentation for the meetings. AECOM has estimated up to 8 meetings with stakeholders for these additional services.

TASK 200 – UTILITIES COORDINATION (NON PRIOR RIGHTS)

This work encompasses the additional coordination required by SRP due to prior rights on utilities located within the project limits; design reviews; and meetings with SRP (Power, Water, and Land Departments), APS, Cox Communications, Century Link, COG Waterline project coordination, and ADOT ITS project. The following tasks are anticipated for the completion of design reviews, meetings, and utility clearance.

- 9 Additional coordination meetings/conference calls (2 APS, 2 SRP Power, 3 SRP Water, 2 SRP Land)
- APS design coordination
- SRP Power design coordination
- SRP Water design coordination
- SRP Land coordination
- Cox design coordination
- CenturyLink design coordination

TASK 460 – LANDSCAPE AND IRRIGATION PLANS

AECOM will prepare landscape and irrigation plans for south leg median to be installed as part of the Olive Avenue and 59th Avenue Intersection Safety Improvements (ADOT Project SH365) as requested by the City on 8/11/16. This work includes development of plans and specifications, and identification of electrical service to serve the proposed landscaping, if required. The following plan sheets are anticipated for this effort:

- 1 planting sheet @ 20 scale
- 1 irrigation sheet @ 20 scale
- 1 planting and irrigation detail sheet

TASK 500 – RIGHT-OF-WAY ACQUISITION SUPPORT (UTILITY EASEMENT)

This work encompasses the additional efforts to write the existing and perfected legal descriptions for the easement required for the construction of irrigation lines at the southwest corner of 59th Avenue and Olive Avenue as required by SRP Water Land Department.

- Coordination with SRP Water Land Department & City
  - Meetings and coordination with SRP Water Land Department for exhibits and legal descriptions
- Prepare Legal Description & Exhibit
  - Write legal descriptions and prepare exhibits for the easement along the south side of Olive Avenue and west side on 59th Avenue within the reconstruction limits
  - Generate exhibits of the proposed easements
  - Stake-out of existing and proposed SRP easements

TASK 720 – ADD-ON MAPPING – GEOMATICS CONSULTING GROUP

This task includes additional topographic survey to locate new waterline improvements within the intersection. See enclosed proposal by Geomatics Consulting Group.

TASK 740 – RIGHT-OF-WAY ACQUISITION (UTILITY EASEMENT) - TIERRA RIGHT OF WAY

This task includes additional coordination for the acquisition of an easement from SRP (per SRP's e-mail dated July 14, 2016) for the property needed in connection with this project so the property rights can be adequately conveyed to the City of Glendale. See enclosed proposal by Tierra Right of Way Services, Ltd.

TASK 750 – STAKEHOLDER AND BUSINESS OUTREACH - LOGAN SIMPSON

This task includes attendance of bi-weekly stakeholder meetings and additional project coordination with the City of Glendale, AECOM, and local business/property owners. See enclosed proposal by Logan Simpson.

EXHIBIT D

AMENDMENT NO. 1

"Design Services for Olive Avenue and 59th Avenue Intersection Capacity Improvements"

Project No. 151622 / Contract No. C10789

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to AECOM, for completion of the scope of work as defined in Exhibit A, during the entire term of the Project, must not exceed $474,355.04.

DETAILED PROJECT COMPENSION

Olive Avenue and 59th Avenue Intersection Capacity Improvements Design and Construction Administration Fee Schedule	
TASK	COST
Task 100 – Project Management (stakeholder meetings and coordination)	$16,117.00
Task 200 – Utilities Coordination (non-prior rights)	$8,024.00
Task 460 – Landscape and Irrigation Plans	$8,850.00
Task 500 – Right-of-Way Acquisition Support (Utility Easement)	$5,502.00
ESTIMATED PROJECT COST (Amendment No. 1)	**$38,493.00**
Task 740 – Add-on Mapping- Geomatics Consulting Group	$1,552.13
Task 740 – Right-of-Way Acquisition (Utility Easement) - Tierra Right of Way	$6,500.00
Task 750 – Stakeholder and Business Outreach - Logan Simpson	$7,183.50
ESTIMATED PROJECT COST (Amendment No. 1 - Subconsultants)	**$15,235.63**
TOTAL ESTIMATED PROJECT COST (Amendment No. 1)	**$53,728.63**
ESTIMATED PROJECT COST (Original)	**$395,626.41**
OWNER CONTINGENCY	**$25,000.00**
ESTIMATED TOTAL PROJECT COST:	**$474,355.04**

File #: 17-038, **Version:** 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH EATON SALES AND SERVICE, LLC, FOR INSTALLATION, REPAIR AND MAINTENANCE OF PETROLEUM STORAGE TANK SYSTEMS

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 2 to the Linking Agreement with Eaton Sales and Service, LLC, Contract No. C-10992, for an increase of $412,192.63, for a total not to exceed amount of $457,192.63, for the entire term of the Agreement, for installation, repair and maintenance of petroleum storage tank systems, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional three, one-year renewals. The current term of the Agreement is effective through September 16, 2017.

Background

The city owns and maintains four fuel sites, located at the Field Operations Complex, Fire Stations #153 and 155, and at the Glendale Municipal Landfill. The existing fuel site at the landfill is within the area projected to have waste placed in two years, as well as being approximately 20 years old, and is due for replacement.

Eaton Sales and Service, LLC was awarded a bid by the State of Arizona, Contract No. ADSPO16-109211, for Installation, Repair and Maintenance of Petroleum Storage Tank Systems, on September 22, 2015 and included a Cooperative Purchasing Agreement. The contract is effective through September 16, 2017, and includes an option to renew the contract for an additional three, one-year renewals, allowing the contract to be extended through September 16, 2020.

On July 15, 2016, the city entered into a Linking Agreement for installation, repair and maintenance of petroleum storage tank systems with Eaton Sales and Service, LLC, Contract No. C-10992, in amount not to exceed $45,000, utilizing the State of Arizona Contract No. ADSPO16-109211, for the Fleet Management Division.

On September 22, 2016, the city entered into Amendment No. 1 to the Linking Agreement with Eaton Sales and Service, LLC, extending the term of the Agreement through September 16, 2017.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's

procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Materials Management.

Analysis

The initial Agreement and Amendment No. 1 were for maintenance of petroleum storage tank systems for the Fleet Management Division located at the Field Operations Complex and fuel sites at Fire Stations #153 and #155.

Amendment No. 2 is to increase the scope and total compensation to include the cost for design and construction services of an above ground diesel fuel tank, fuel management system, canopy, and lighting at the Glendale Municipal Landfill, maintenance of the new tank, and an increase in maintenance for existing fuel sites city wide.

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 installation of the new diesel fueling system will provide for the future viability of the landfill. Increasing the size of the fueling site provides for city-wide fleet reliability, and will allow for delivery of full loads of diesel fuel resulting in direct cost savings to the landfill.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona Firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in Fiscal Year 2016-17 Landfill Operating and Capital Improvement budget and the Fleet Management's, Fuel Services Operating Fund budget. The increase in expenditures with Eaton Sales and Service, LLC will not exceed $412,192.63 for a total maximum of $457,192.63 for the entire term of the Agreement, contingent upon Council Budget approval.

Cost	Fund-Department-Account
$217,192.63	**2440-78523-550800, Diesel Tank Purchase and Install**
$40,000	**2440-17710-518200, Maintenance-Services-Repairs**
$155,000	**2590-18301-518200, Fuel Services**

Capital Expense? Yes, Landfill Diesel Tank Design and Construction

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

AMENDMENT NO. 2
LINKING AGREEMENT
(State of Arizona Contract No. ADEQ17-143565, Contract No. C-10992)

This Amendment No. 2 ("Amendment") to the Installation, Repair and Maintenance of Petroleum Storage Tank Systems ("Agreement") is made this _____ day of _____, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Eaton Sales and Service, LLC, a Colorado limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Eaton Sales and Service, LLC ("Contractor") previously entered into Linking Agreement, Contract No. C-10992, dated July 15, 2016 ("Agreement"); and

B. The original State of Arizona Contract No. ADSPO16-109211, had an initial one-year term effective September 22, 2015 through September 16, 2016 with the option to extend up to a maximum of four (4) years; and

C. The State of Arizona has transferred original Contract No. ADSPO16-109211 to ADEQ as Contract No. ADEQ17-143565; and

D. Amendment No. 1, dated September 22, 2016, Contract No. C-10992-1 modified the term date from September 22, 2016 to September 16, 2017; and

E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is unchanged and shall expire September 16, 2017 unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in the Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work is amended to include design and construction services for the Glendale Municipal Landfill identified in the Scope of Work attached as Exhibit B, and to also include repair and maintenance on an as-needed basis for the Glendale Municipal Landfill and the Fleet Management Division of the Public Works Department.

4. **Compensation.** The original compensation amount of $45,000 is being amended and increased by $412,192.63 for a maximum of $457,192.63 over the entire term of the agreement, (initial term plus any renewals), as per Exhibit A.

5. **Insurance Certificate**. Current certificate will expire on April 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

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

7. **No Boycott of Israel**. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Kevin R. Phelps, City Manager

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

Eaton Sales and Service, LLC,
a Colorado limited liability company

_____
By: Brian Travis
Its: President

AMENDMENT NO. 2

LINKING AGREEMENT
(State of Arizona Contract No. ADEQ17-143565, Contract No. C-10992)

EXHIBIT A

COMPENSATION

The Compensation shall be amended as follows:

NOT-TO-EXCEED AMOUNT

The original compensation amount of $45,000 is being amended and increased by $412,192.63 for a total maximum of $457,192.63 over the entire term of the agreement (initial term plus any renewals).

DETAILED PROJECT COMPENSATION

Per Exhibit B, the Glendale Municipal Landfill will have qty (1) 12,000 gallon UL2085 Fireguard tank installed for $198,466.63 with a 10% Contingency of $18,726.00, for a total of $217,192.63.

Also to be included is $40,000 for the Glendale Municipal Landfill, $155,000 (and the original compensation amount of $45,000) for the Fleet Management Division of the Public Works Department, for repair and maintenance of underground storage fuel tanks, on an as-needed basis.

Exhibit B

Eaton Sales & Service LLC

PETROLEUM EQUIPMENT TANKS INSTALLATION

(602) 415-3394 FAX (602) 415-3405 1-888-889-4402

December 21, 2016

City of Glendale Landfill
11480W Glendale Ave
Glendale, AZ 85307

Re: 12,000 gallon UL2085 Fireguard tank

We are pleased to quote the following for your consideration…

Tank and freight;
1-EAT 12000FRG 12,000 gallon UL 2085 AGST, with 8 foot non OSHA end ladder, and 6 inch fill opening @ 30,639.00
1-Freight @ 2,500.00

Tank and freight $ 33,139.00

Tank Equipment and Accessories

1-MOR515-0300 AC spill containment box 3 inch @ 797.00	$ 797.00
1-MOR9095A 0300 overfill prevent valve @ 982.00	$ 982.00
1-OPW 633A 3 inch adapter @ 17.00	$ 17.00
1-OPW 634B 3 inch cap @ 19.00	$ 19.00
1-TP 3 inch drop tube @ 93.00	$ 93.00
1-JOM 100-710-3 inch ball valve @ 211.00	$ 211.00
1-OPW 1175-0050 3 inch check valve @ 350.00	$ 350.00
1-MOR 710-0200 1V 2"solenoid valve @ 833.00	$ 833.00
2-MOR244 OF-0100AV 8 inch e-vent @ 270.00	$ 540.00
1-MOR 749 1100 pressure vac vent @ 82.00	$ 82.00
2-FSSFF15X18HMXM346 flex connector @ 101.00	$ 202.00
2-OPW 10P-0152 safety valve @ 182.00	$ 364.00
1-TP 3 inch remote fill pipe and fittings @ 995.00	$ 995.00
1-TP 2 inch product and vent pipe @ 538.00	$ 538.00
1-MOR 818-0100 clock gauge @ 377.00	$ 377.00
1-FEP STP150 1.5hp fixed speed sub pump @ 1855.00	$ 1,855.00
1-FEP 4008182921 control box @ 99.00	$ 99.00
1-GAS 9853KX DF Gasboy dispenser single product 1 hose, with sub drive relays, pulse out put and hanging hardware @ 4153.00	$ 4,153.00
1-GAS 9850KXDF hi flo dispenser single product 1 hose With sub drive relay, pulse out put and hanging hardware @ 6046.00	$ 6,046.00

Tank equipment and accessories $ 18,553.00

Continued on page 2

1-VEE TLS4-C tank monitor console with display @ 835.00	$ 835.00	
1-VEE 333577-001 application software @ 1116.00	$ 1,116.00	
1-VEE 846390-107 inventory only probe @ 1540.00	$ 1,540.00	
1-VEE 846400-400 4 inch diesel float @ 209.00	$ 209.00	
1-VEE 312020-984 install kit @ 111.00	$ 111.00	
1-VEE 794390-420 interstitial sensor @ 470.00	$ 470.00	
1-VEE 312020-982 sensor cap kit @ 115.00	$ 115.00	
1-VEE 62M-0500 cap and ring kit @ 63.00	$ 63.00	
1-VEE 790091-001 overfill alarm @ 586.00	$ 586.00	
1-VEE 790095-001 acknowledgement switch @ 373.00	$ 373.00	
Total Veeder Root		$ 5,418.00
1-Sentry Gold Fuel Management System @ 12,431.00 Includes fuel island terminal with key reader Sentry Gold Proximity Reader IP serial device @ 12,431.00		$ 12,431.00
1-Canopy 20x22 with 2 canopy lights and 2 columns, standard white fascia @		$ 25,283.00
4-Cree area lights with 18' light pole single arm 6,306.00		$ 6,306.00
1-Professional services, Stamped engineered detail drawings and electrical engineering		$ 12.225.00

Tank and Freight	***$ 33,139.00***	
Tank equipment and accessories	***$ 18,553.00***	
Veeder Root Tank monitor	***$ 5,418.00***	
Trac Fuel management System	***$ 12,431.00***	
Canopy with 2 lights	***$ 25,283.00***	
Area lights	***$ 6,306.00***	
Stamped Engineered drawings	***$ 12,225.00***	
Installation	***$ 73,913.00***	
Sub Total		***$ 187,268.00***
Construction tax		***$ 11,198.63***
Total		***$ 198,466.63***
Owners contingency	***$ 18,726.00***	

Notes:
Eaton Terms and Conditions apply

File #: 17-043, **Version:** 1

AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH PHOENIX NATIONAL LABORATORIES, INC., FOR STREETLIGHT INSPECTION AND ASSESSMENT SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Services Agreement with Phoenix National Laboratories, Inc., in an amount not to exceed $99,966 to provide inspection and assessment services for 7,110 streetlight poles.

Background

The purpose of the Streetlight Pole Inspections and Assessment project is to evaluate the corrosive degradation and to estimate the remainder of pole life below grade to determine the necessity for and timing of pole replacement. Information gathered during the inspection is recorded and incorporated into an assessment report. The assessment report summarizes the number of poles that failed the testing requiring immediate replacement, poles showing degradation below the soil line, and poles found to be in good condition.

It is the intent of the city's Streetlight Program to have the entirety of the streetlight poles inspected to formalize a replacement program. Between 2014 and 2016 there were 8,035 streetlight poles inspected and 390 poles identified as failing requiring immediate replacement. This Agreement will ensure that approximately two thirds of the streetlight poles within the city have been assessed. Staff anticipates bringing forward an amendment to this Agreement to complete inspection of the remaining poles in late 2017, contingent on funding.

Phoenix National Laboratories, Inc. was direct selected in accordance with Arizona Revised Statues: Title 34, Chapter 2 Employment of Contractors, as qualified Engineering Consultants to provide the necessary services.

Analysis

The continued inspection and assessment of the streetlight poles will be beneficial in reducing the number of poles that fall down during heavy precipitation and wind events which in turn mitigates liability from poles falling into the city right-of-way and damage to private property.

Community Benefit/Public Involvement

Residents take great interest in the performance of neighborhood streetlights. Streetlighting 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 is available in the Public Works FY 2016-2017 Operating Plan Budget. Expenditures with Phoenix National Laboratories, Inc. are not to exceed $99,966 over the term of the Agreement.

Cost	Fund-Department-Account
$99,966	**1660-16311-518200, GO Street Light Management**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

C-

SERVICES AGREEMENT
(Not Construction Related)
FY16/17 STREET LIGHT POLE ANALYSIS AND RUST INSPECTIONS

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Phoenix National Laboratories, Inc. , an Arizona Corporation, ("Consultant") as of the _____ day of _____, 2017 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds (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 services ("Services") consistent with industry-best 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 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.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates one year from the effective date.

3. Consultant's Work.

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

3.2 Licensing. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

a. 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.

b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor 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 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $99,966.00 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 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 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.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants; and

(2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

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

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

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

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than

the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.** For the duration of the term of this Agreement, 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. 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. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 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.

12.2 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:

Phoenix National Laboratories, Inc.
c/o Alex Zuran III
2837 East Chambers Street
Phoenix, AZ 85040

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 Kelly Hargadin
5850 West Glendale Avenue, Suite. 315
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 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, if any,, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1) year period. There are no automatic renewals.

15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **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

[SIGNATURES ON FOLLOWING PAGE.]

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Phoenix National Laboratories, Inc.,
an Arizona corporation

By: Alexander Zurann III
Its: President

EXHIBIT A
Services Agreement

PROJECT

FY 16/17 STREET LIGHT POLE ANALYSIS AND RUST INSPECTIONS

The project objective is to perform non-destructive testing and inspections of all the remaining (approximately) metallic embedded streetlight poles located in the City of Glendale to determine corrosive degradation and estimation of pole life. The purpose of the inspection is to determine the amount of corrosion at a point 3" to 4" below grade and surface rust above grade to determine the necessity for and timing of pole replacement or surface painting above grade.

The basic services required for this project include:

- Determination of inspection requirements
- Excavation around pole
- Cleaning rust ring
- Testing of pole
- Reporting
- Analysis of data
- Visual assessment of surface rust prevalence

The assigned project manager will be a registered professional engineer, with an American Society for Non-Destructive Testing (ASNT) Level III certification in ultrasonic testing.

Grouping of poles based on the amount of damage or corrosion will be provided after inspecting approximately 7,110 poles. This initial pole grouping is needed to assess those poles that are in the critical stage of needing repair.

The inspections will include using state of the art ultrasonic equipment to measure the thickness of metal of each streetlight pole and provide a detailed report of each pole. The data collection and report for each pole will include:

1. Pole location using pole MAC identification number (a photocell reference code for locating each pole), any numbers listed on the poles, pole address and photo.

2. Visual assessment of pole structural integrity including balance, visible rust surface rust (above and below grade), missing or loose hardware or damage.

3. Ultrasonic readings data taken from four (4) sides of each pole.

4. Maintenance and recommendations for each pole.

5. Excavation around poles:

- Excavate around the pole to facilitate the examination of the rust ring. Excavations shall be a minimum of four (4) inches around the pole to a maximum depth of six (6) inches.
- After inspection, the area of excavation shall be returned as closely as practical to its original condition.
- Prior to measurement, all corrosive build up shall be removed.
- Conduct a hammer impact test.

6. Measurement of pole thickness on all poles which do not fail the hammer test:

- Measure the wall thickness at a minimum of four (4) points on each pole at the approximate N, S, E & W compass points.
- Utilize equipment that will be able to measure the amount of pole deterioration to one sixty-fourth (1/64") of an inch or less.

- Recording of results on inspection form: All measurement points are to be noted, however, the thinnest measurement shall be used in determination of useful life.

7. The printed final report, including all of individual pole reports, shall be provided with a cover letter bearing an engineer's stamp certifying test results. The engineer shall be licensed in the state of Arizona. Additionally, a copy of the results are to be provided in electronic format on CD or Flash Drive.

8. Provide, at a minimum, weekly updates to the City:
- Inspections completed and copies of reports
- Progress report and status of timeline for project

9. Immediate notification must be given to the City under the following circumstances:
- If pole has deteriorated to the point that the pole wall has been perforated.
- If during the impact testing the pole is penetrated or the ultrasonic test indicated insufficient material to ensure the integrity of the pole.

10. If a pole is found to have intact corrosion protection tape to a depth of four (4) inches, no hammer test or metallurgical test is necessary. Such finding shall be noted for each applicable pole.

11. If a pole is found to be encased in concrete, no excavation shall be done but testing shall be performed at grade.

12. Final Report will include the following:
a. Executive summary of findings.
b. Microsoft Excel Spreadsheet with the following information:
- Street Light Pole location based on City-provided records; MAC ID number, address, pole number (if available), any other pertinent information that will assist in the pole location.
- Measured wall thickness of pole in four directions (N, S, E & W).
- Overall pole condition assessment by rating system. Rating system must be approved by City.
- Poles should be grouped based on the condition rating system; worst to best condition.
- Spreadsheet delivered on CD (3 copies).

EXHIBIT B
Services Agreement

SCOPE OF WORK

Perform inspection of street light poles as directed by Client and as outlined below. Client to provide 1/4 section maps showing the location and number of poles. The majority of poles will be in residential areas.

PNL's technician will collect maps at Client's designated location. All maps with poles requiring inspection should be provided on the first day. 1/4 sections where poles are to be inspected should be adjacent to each other and are not to be spread out sporadically through the town or city.

We will work 1/4 sections inspecting from pole to pole as follows:

Determine which poles on 1/4 section maps provided require inspection. These should be indicated by the Client. If there is no indication, inspect the pole as follows:

If the pole is embedded in concrete and there is no rust evident. Record the pole number, measure the wall thickness just above the concrete as indicated below . Shake the pole to make sure it is stable. Record the ground condition as "Concrete".

Determine the visual assessment of source rust prevalence on the pole. Identify and record poles that should be painted due to the adverse appearance of surface rust only.

If there is tape above the pole and in good condition do not dig. Record the pole number. Measure the wall thickness just above the taped area as indicated below. Shake the pole to make sure it is stable. Record the ground condition. Write "taped" in the remarks.

If there are large stones around the pole move them aw ay to reveal the ground condition. If there is tape above the ground and in good condition do not dig. Record the pole number. Measure the wall thickness just above the taped area as indicated below. Shake the pole to make sure it is stable. Record the ground condition. Write "taped" in the remarks.

If the pole is fiberglass, record the pole number. No thickness is required. Excavate around the pole approximately 2-4 inches and inspect for deterioration. Do not do an impact test. If there are any holes or soft areas, fail the pole by writing "FAIL" in the impact column on the report.

If there is no tape or the tape is deteriorated and the pole is rusted follow the procedure below:

Measure the baseline thickness one or two feet above the ground on the North, South, East, and West sides where there is no rust using an ultrasonic thickness method that eliminates the paint thickness (echo to echo mode). We will use Olympus 37DL Plus or 38DL plus instrumentation, which is state of the art.

Remove top soil four to six inches to expose rust, subterranean pole surface.

Wire brush/scrape away rust to remove scale, rust, and dirt.

Perform an impact test on the in the area where the rust was present. If the hammer penetrates the pole wall it is to be rejected and the Client is to be notified by the end of the day.

If the pole passes the impact test, record the depth of external pitting using a pit gage on the North, South, East, and West sides. Measurements shall be made to 1/64".

Record the inspection on a data form provided by PNL. In addition, document current rust condition for all passing poles.

All failed poles shall have the address recorded, spray paint around the pole at the base.

The PNL Project Manager will be Alexander Zuran III, P.E., ASNT Level III, No. 14518. Data will be reviewed and the final report stamped. All data will be presented on a spreadsheet with conditions assessment made for each pole. Updates will be provided regularly based on 1/4 sections completed.

REPORTING

Spreadsheet reports will be generated from field work sheets. Work sheets will be discarded once the final review is completed by the PNL Project Manager (PM). If there are any questions or discrepancies on the final report, the PNL PM shall be contacted for disposition. Reviewed and approved reports will be submitted electronically to the Client's specified distribution list in PDF format. The reviewed reports may be either handwritten or typed. Approved reports will also be submitted with invoicing, either electronically or hard copy as directed by Client. Client also takes responsibility to review the content of the reports for accuracy and to report any discrepancy in a timely manner to the PNL PM.

EXHIBIT C
Services Agreement

SCHEDULE

We anticipate it will take approximately 4 months to complete the work using two technicians once notification to proceed is given.

EXHIBIT D
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $99,966.00.

DETAILED PROJECT COMPENSATION

PAY ITEM	DESCRIPTION	QTY	PRICE	COST
215S.Poles.dug	Each, Poles that are dug, Non Arterial Streets	4560	$16.95	$77,292.00
215S.Poles.nd	Each, Poles that are not dug, Non Arterial Steets	2550	$8.50	$21,675.00
211S.QUOTE	Each, Final Report Analysis and Preparation	1	$999.00	$999.00
			TOTAL	$99,966.00

File #: 16-341, **Version:** 1

RESOLUTION NO. R17-06

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT FOR FIRE AND MEDICAL SERVICES RESPONSE TO THE DESERT DIAMOND CASINO WITH THE CITY OF PEORIA AND THE SUN CITY FIRE DISTRICT ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

Staff Contact: Terry Garrison, Fire Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Peoria, Arizona, to provide Fire and Medical Services Response as required to the Tohono O'Odham Nation Casino/Resort through the automatic aid system.

Background

The City of Peoria has entered into an agreement with the Tohono O'Odham Nation to provide Fire and Medical Services Response for the Casino/Resort for per response billable fee. The City of Peoria is requesting that the City of Glendale and the City of Phoenix sign IGAs to provide service as required through the automatic aid system. An IGA with the City of Peoria will allow the City of Glendale to receive reimbursement for Fire and Medical Services Responses to the Tohono O'Odham Nation Casino/Resort per the agreement with the Tohono O'Odham Nation and City of Peoria.

Previous Related Council Action

None.

Community Benefit/Public Involvement

The City will receive revenue for responses Tohono O'Odham Nation Casino/Resort.

RESOLUTION NO. R17-06

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT FOR FIRE AND MEDICAL SERVICES RESPONSE TO THE DESERT DIAMOND CASINO WITH THE CITY OF PEORIA AND THE SUN CITY FIRE DISTRICT ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

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 there of that an Intergovernmental Agreement for fire and medical services response with the City of Peoria and the Sun City Fire District on behalf of the Glendale Fire Department.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 14th day of February, 2017.

_____
Mayor Jerry P.Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Kevin R. Phelps, City Manager

INTERGOVERNMENTAL AGREEMENT FOR FIRE AND MEDICAL SERVICES RESPONSE

This Intergovernmental Agreement is made this _____ day of _____, 2017, by and between the City of Peoria, Arizona, an Arizona Charter City and municipal corporation referred to as "Peoria" and the City of Glendale, Arizona, an Arizona Charter City and Municipal Corporation, referred to as "Glendale," and the Sun City Fire District, a special taxing district organized under the laws of the State of Arizona referred to as "Sun City" (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Peoria has entered into an Agreement with the Desert Diamond Casino, an enterprise of the Tohono O'odham Nation, a Native American Nation, referred to as "Tohono O'odham" to provide its property near the corporate limits of Peoria with Fire and Emergency Medical Services Response;

WHEREAS, Peoria operates a full service Fire and Medical Department providing Fire Protection, Fire Suppression, Fire Inspection and Emergency Medical Service and has applied for a Certificate of Need and Necessity from the Arizona Department of Health Services to provide Ambulance Service, all of which are referred to collectively as "Fire and Medical Services";

WHEREAS, Tohono O'odham desires to obtain Fire and Medical Services from Parties for its property and the Parties are willing to provide such Fire and Medical Services, the Parties are setting forth the terms and conditions under which such services shall be provided in this agreement (referred to as the "Agreement"); and

WHEREAS, Peoria, Glendale and Sun City are members of the Phoenix Regional Automatic Aid Consortium pursuant to an intergovernmental agreement, referred to as "Automatic Aid" and that under Automatic Aid, the closest available unit regardless of jurisdiction may be dispatched to an emergency event and that Peoria desires to include the property which is the subject of the Agreement with the Tohono O'odham in the Automatic Aid response and that Glendale and Sun City may be required to render that response.

In consideration of the mutual benefits and obligations set forth in this agreement, the Parties agree as follows:

I. SERVICE LOCATION

The Service Location of the Tohono O'odham property that receives Fire and Medical Services pursuant to the agreement with Peoria is real and personal property of Leased or occupied by Owner, which is located at 9431 West Northern Avenue, Glendale, Arizona 85305, which is commonly referred to as the Desert Diamond West Valley Casino and Entertainment facility ("Subject Property").

II. DURATION OF SERVICE

This Agreement shall remain in force until May 31, 2017.

III. FEE

A. Peoria shall submit written bills to Tohono O'odham for all service calls under this Agreement per the attached Schedule A. Peoria shall reimburse each responding Party on a monthly basis per Schedule A.

B. Peoria agrees to pay the Parties all amounts due under this Agreement within ninety (90) days after receiving an itemized billing for the Fire and Medical Services.

IV. TERM

This Agreement shall automatically terminate on May 31, 2017 at 11:59 p.m. No extension or modification of this Agreement shall be valid, except in writing signed by all Parties to the Agreement.

V. CONDITIONS OF PROVIDING SERVICE

A. Fire and Medical Services under this Agreement shall be provided in accordance with adopted codes of Peoria, Glendale, or Sun City based on the responding unit and the adopted International Fire Code of each City.

B. All of the Parties to this Agreement are members of the Phoenix Regional Automatic Aid Agreement, during the term of this Agreement. Each Party may enter the Tohono O'odham property pursuant to the Tohono O'odham agreement with Peoria. The Parties acknowledge that under the Regional Response System, the actual responding unit will be the physically closest available unit regardless of jurisdiction.

C. Each Party shall have sole discretion in the assignment of personnel, resources and equipment that will answer each alarm, provided that protection will be in a reasonably similar manner to that provided within the jurisdiction of that Party, taking into account location, station location nature of calls and other factors in the discretion of the Fire and Medical Services Department of that Party.

D. The assignment of personnel, resources and equipment may be subject to each Party's obligations as a Member of the Phoenix Regional Automatic Aid Agreement.

E. All responses pursuant to this Intergovernmental Agreement shall be in accordance with the terms of the Phoenix Regional Automatic Aid Agreement and the Regional Automatic Agreement provisions for responses shall govern this Agreement.

VI. INDEMNIFICATION

A. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless each

other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage that arises out of or results from the Fire and Medical Services, 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.

B. Peoria further agrees to indemnify, defend, and hold harmless each Indemnitee from and against any and all Claims by non-parties, Desert Diamond Casinos & Entertainment and Tohono O'odham Nation, its enterprises, officers, officials, agents, employees, or volunteers arising out of bodily injury of any person (including death) or property damage.

C. Peoria is not required to indemnify any Indemnitee for, from, or against any Claims resulting from the Indemnitee's sole negligence or other fault solely attributable to the Indemnitee.

D. Notwithstanding any other term of this Agreement, this Section VI shall survive the expiration and/or termination of this Agreement.

VII. GENERAL PROVISIONS

A. The provisions of A.R.S. §38-511 pertaining to conflicts of interest by public employees in the negotiation of the terms of this Agreement and permitting cancellation of the Agreement by the City are applicable.

B. The terms and conditions of this Agreement shall not be further amended or modified by the Parties except in writing signed by all Parties.

C. This Agreement may be signed in counterpart, and the fully executed counterparts shall together constitute an original agreement.

D. Nothing contained in this Agreement will create any partnership, joint venture or agency relationship between any Party to this Agreement. Except as explicitly provided herein, no term or provision of this Agreement is intended to, or will, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation will have any right or cause of action hereunder, whether as a third-party beneficiary or otherwise.

E. The Parties hereto understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA), as amended. Each Party agrees to comply with the IRCA in performing under this Agreement and to permit inspection of its personnel records to verify such compliance.

F. If any provision of this Agreement is declared void or unenforceable, this Agreement is voidable by any Party.

G. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.

H. This Intergovernmental Agreement shall commence upon filing with the Maricopa County Recorder's Office and shall continue in force until terminated pursuant to its terms.

I. The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

J. If either party commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to receive from the other party all reasonable attorneys' fees and costs (including expert witness fees, costs of tests and analyses, travel and accommodation expenses, photocopies, deposition and trial transcript copies, court costs and other similar costs of litigation), the reasonableness of which shall be fixed by the court and not by a jury.

In witness, each Party to this Agreement has caused it to be executed on the date indicated below.

City of Peoria, Arizona
An Arizona Municipal Corporation

Dated: _____

_____
By: Carl Swenson
Its: City Manager

Attest:

_____
Rhonda Geriminsky, City Clerk

Approved as to Form:

_____
Stephen J. Burg, City Attorney

Dated: _____

City of Glendale, Arizona

An Arizona Municipal Corporation

_____
By: Kevin R. Phelps
Its: City Manager

Attest:

_____
Julie K. Bower, City Clerk

Approved as to Form:

_____
Michael Bailey, City Attorney

Dated: _____

Sun City Fire District

An Arizona Special Taxing District

_____
By:
Its:

Attest:

_____
District Board, Secretary

Approved as to Form:

_____
District Counsel

File #: 17-023, **Version:** 1

RESOLUTION NO. R17-07

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF FFY 2016-2017 HOMELAND SECURITY PROGRAM AWARD-REALLOCATION FROM THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF $20,000 FUNDED UNDER THE URBAN AREA SECURITY INITIATIVE FOR THE PROJECT ENTITLED "GLENDALE FIRE DEPARTMENT RRT" ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.
Staff Contact: Terry Garrison, Fire Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the Federal Fiscal Year (FFY) 2015 grant funds from the Arizona Department of Homeland Security (AZDOHS) and enter into grant agreement number 150807-04.

Background

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, equipment to enhance communication efforts, as well as to develop preparedness training and enhance prevention and intervention programs. The grant funds will be used for the Glendale Fire Department Rapid Response Team (RRT) program in order to outfit two (2) command pods with communications equipment.

Analysis

The Glendale Fire Department will be receiving $20,000 in reallocated grant funds to outfit two portable command pods with communications equipment. The Department is currently in possession of two command pods but there are no internal communication capabilities to them with the exception of handheld portable radios that personnel bring into the environment. This would allow the creation of a functional unified command between the Glendale Fire Department and any other agency (Law Enforcement, private sector) that may be necessary on scene. The grant performance period ends September 30, 2017. If all documentation is not signed and received by AZDOHS on or before April 30, 2017, this award is rescinded and the funds will be reallocated.

Previous Related Council Action

Council has accepted grants annually from the AZDOHS since 2003.

Community Benefit/Public Involvement

The command pods are designed to be mobile for quick transport to any incident of long duration or large-scale planned events. Unified command will be supported by outfitting the command pods with current communication equipment and the result will be increased safety for all personnel operating on scene and any citizens affected by the incident or event.

Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. R17-07

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF FFY 2016-2017 HOMELAND SECURITY PROGRAM AWARD-REALLOCATION FROM THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF $20,000 FUNDED UNDER THE URBAN AREA SECURITY INITIATIVE FOR THE PROJECT ENTITLED "GLENDALE FIRE DEPARTMENT RRT" ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

WHEREAS, the City of Glendale Fire Department previously submitted an application for grant funding to the Arizona Department of Homeland Security (AZDOHS) under the Urban Area Security Initiative in the amount of $100,000 for training and equipment purchases for the Glendale Fire RRT Program; and

WHEREAS, the original grant was accepted by the Glendale City Council on October 28, 2014 and the expenditure of the grant funds and additional non-reimbursable funds were authorized pursuant to Resolution No. 4888 New Series; and

WHEREAS, the City of Glendale Fire Department submitted an application for reallocated grant funding in 2016; and

WHEREAS, in December of 2016, AZDOHS awarded the City of Glendale Fire Department reallocated grant funding; and

WHEREAS, the City of Glendale Fire Department is seeking for City Council to authorize the acceptance and expenditure of the reallocated grant funds.

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

SECTION 1. That the City Council of the City of Glendale accepts the FFY 2016-2017 Homeland Security Grant Program Award-Reallocation (Grant No. 150807-04) for the project entitled, "Glendale Fire Department RRT" funded under the Urban Area Security Initiative, in the approximate amount of $20,000, on behalf of the Glendale Fire Department.

SECTION 2. That the City Council of the City of Glendale authorizes expenditure of said grant funds for the Glendale Fire Department RRT project, as more fully set forth in the application for reallocated FFY 2016-2017 Homeland Security Grant Program funds.

SECTION 3. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 14th day of February, 2017.

_____
Mayor Jerry P.Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Kevin R. Phelps, City Manager

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

December 27, 2016

Terry Garrison, Fire Chief
Glendale Fire Department
6829 N 58th Dr
Glendale, AZ 85301

Subject: FFY 2015 Homeland Security Grant Program Award – REALLOCATION
Subrecipient Agreement Number: **150807-04**
Project Title: **2015 UASI Reallocation Glendale Fire Department RRT**

Dear Chief Garrison,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled **"2015 UASI Reallocation Glendale Fire Department RRT"** has been fully funded under the 2015 Urban Area Security Initiative Grant Program for **$20,000**. The grant performance period is ***January 1, 2017 to September 30, 2017***. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To access your award documentation:

- Log-in to azdohsgrants.az.gov/user. A username/password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance.

To initiate the award process:
The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original.
2. Two Subrecipient Agreements – Print and sign two original Subrecipient Agreements
3. NIMS Compliance Certification – Complete and sign one original certification.
4. Environmental and Historic Preservation (EHP) required documentation, if applicable.

Hard copies of the Project Administration Page, Subrecipient Agreement, NIMS Compliance Certification and EHP letter will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable), above is not signed and received by AZDOHS on or before April 30, 2017, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under

consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
    - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
    - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Per 2 CFR 200 Subpart F, Subrecipients who expend $750,000 or more in Federal dollars in the previous fiscal year and subsequent years within the period of performance are required to submit an electronic copy of their annual Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations). Subrecipients shall submit their annual Single Audit to audits@azdohs.gov within 9 months after the close of the fiscal year. If a Subrecipient does not expend more than $750,000 a statement must be submitted in writing to audits@azdohs.gov identifying that they did not meet the threshold and therefore do not have to conduct a Single Audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of $21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Chris Gustafson

SUBRECIPIENT AGREEMENT - REALLOCATION

15-AZDOHS-HSGP-150807-04

Between

The Arizona Department of Homeland Security

And

Glendale Fire Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Glendale Fire Department** (subrecipient) for services under the terms of this Subrecipient Agreement.

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **January 1, 2017** and shall terminate on **September 30, 2017**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled **"2015 UASI Reallocation Glendale Fire Department RRT"** and funded at **$20,000** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

a. Provide up to **$20,000** to the subrecipient for services provided under Paragraph **III.**

b. Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than $750,000 from Federal awards. If the subrecipient has expended more than $750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website *http://www.dol.gov/compliance/laws/comp-dbra.htm*.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)
The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

Environmental Planning and Historic Preservation
The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *https://gao.az.gov*.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *www.azdohs.gov/grants/*.

Training and Exercise
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.

b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control
Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.

b) Nonexpendable Property and Capital Assets:

   1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

   2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at *www.azdohs.gov/Grants/*. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

   1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

   2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov/Grants/*.

Allowable Costs
The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov/Grants/*. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

   a. In case of equipment disposition:
   The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

   The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001
All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procures a commercial sex act during the period of time that the award is in effect; or

3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement
All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions
All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies
All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits
State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations
All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)
All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:*http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf*
and
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article Q - Activities Conducted Abroad
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article R - Acknowledgement of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article S - Assurances, Administrative Requirements and Cost Principles
Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

Article T - Age Discrimination Act of 1975
All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article U - Americans with Disabilities Act of 1990
All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article V - Title VI of the Civil Rights Act of 1964
All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article W- Civil Rights Act of 1968
All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited and additional resources on http://www.lep.gov.

Article Y - SAFECOM
Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)
All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AA - Rehabilitation Act of 1973
All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AB - Energy Policy and Conservation Act
All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article AC - Patents and Intellectual Property Rights
Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

Article AD- Procurement of Recovered Materials
All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards

a) Contracts for more than the simplified acquisition threshold set at $150,000.
   All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908,

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of $10,000.
All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article AF - Terrorist Financing E.O. 13224
All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article AG - Whistleblower Protection Act
All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement 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 in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement 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.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

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

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

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

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

FIRE CHIEF TERRY GARRISON
Enter Title, First & Last Name Above
CITY OF GLENDALE
Enter Agency Name Above
6829 N. 58TH DRIVE
Enter Street Address Above
GLENDALE, AZ 85301
Enter City, State, ZIP Above

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

CITY OF GLENDALE
Enter Agency Name Above

Authorized Signature Above

KEVIN R. PHELPS, CITY MANAGER
Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

File #: 17-018, **Version:** 1

RESOLUTION NO. R17-08

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR GLENDALE POLICE DEPARTMENT PARTICIPATION IN LAW ENFORCEMENT AND SECURITY SERVICES AT THE UNIVERSITY OF PHOENIX STADIUM.

Staff Contact: Rick St. John, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Public Safety (DPS) for Glendale Police Department participation in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

The Stadium operates under the authority of the Arizona Sports and Tourism Authority, the owner of the Stadium. The Arizona Sports and Tourism Authority delegated its authority for the operation and maintenance of the Stadium to Stadium Management Group (SMG). SMG has the need for qualified personnel to provide law enforcement and other personnel services at the Stadium. DPS has entered into an agreement with SMG to provide law enforcement services at the Stadium to ensure a visible law enforcement presence during certain scheduled events. The Glendale Police Department desires to assist DPS in providing law enforcement security services to SMG for the Stadium by making available Glendale Police Department assets. This IGA will provide the means through which the DPS and Glendale Police Department intend to provide professional law enforcement and security services to SMG by maximizing cooperation, by integrating assets, and by addressing issues including command, control, personnel, planning and training.

Analysis

If approved by Council, the IGA will be effective immediately upon the signature of both parties and shall remain in full force and effect until June 30, 2017. The IGA may be renewed for successive additional one (1) year periods for up to five (5) years upon mutual consent of the parties. Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter into an IGA with DPS to allow Glendale Police Department to participate in law enforcement and security services at the Stadium.

Previous Related Council Action

On June 23, 2015, Council adopted a resolution (No. 4983, New Series) authorizing the City Manager to enter

into an IGA with DPS to allow DPS officers to participate in law enforcement and security services at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the City to enter into this IGA.

RESOLUTION NO. R17-08

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR GLENDALE POLICE DEPARTMENT PARTICIPATION IN LAW ENFORCEMENT AND SECURITY SERVICES AT THE UNIVERSITY OF PHOENIX STADIUM.

WHEREAS, the Arizona Department of Public Safety and the City of Glendale wish to enter into an intergovernmental agreement for Glendale Police Department participation in law enforcement and security services at the University of Phoenix Stadium.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the Arizona Department of Public Safety and the City of Glendale for law enforcement and security services for events at the University of Phoenix Stadium be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 14th day of February, 2017.

_____
Mayor Jerry P.Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Kevin R. Phelps, City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN
ARIZONA DEPARTMENT OF PUBLIC SAFETY
AND
CITY OF GLENDALE, ARIZONA

This intergovernmental agreement (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the Arizona Department of Public Safety and the City of Glendale, Arizona, collectively known herein as the "parties".

RECITALS

A. The University of Phoenix Stadium in Glendale (the "Stadium") is governed by A.R.S. § 5-801 et al, and operates under the authority of the Arizona Sports and Tourism Authority, the owner of the Stadium; and

B. The Arizona Sports and Tourism Authority delegated its authority for the operation and maintenance of the Stadium to Stadium Management Group, ("SMG") both of whom has an interest in ensuring the safety and security of those attending events at the Stadium by ensuring proper traffic control and a visible law enforcement presence during certain scheduled events at the Stadium; and

C. SMG has the need for qualified personnel to provide law enforcement and other personnel services at the Stadium; and

D. The Arizona Department of Public Safety ("DPS") has entered into an agreement with SMG pursuant to A.R.S. §41-1713(B)(3), to provide law enforcement services at the Stadium; and

E. The City of Glendale, Arizona Police Department ("GLENDALE PD") desires to assist DPS in providing law enforcement security services to SMG for the Stadium by making available GLENDALE PD police assets in accordance with the terms set forth herein.

F. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purpose and Intent -** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to SMG by

maximizing cooperation, by integrating GLENDALE PD police assets and DPS assets, and by addressing issues including, command, control, personnel, planning and training.

2. Supervision and Staffing

2.1 GLENDALE PD acknowledges that command and control for all events worked for SMG pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of DPS.

2.2 In carrying out this responsibility, DPS will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.

2.3 GLENDALE PD agrees and understands that entities other than the State of Arizona and the DPS have input into the decisions regarding whether, and to what extent, law enforcement will provide service for Events; however, DPS will provide information regarding staffing decisions to GLENDALE PD as soon as it becomes available.

3. Assigned Personnel

3.1 GLENDALE PD shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").

a. All Assigned Officers will be required to enter into temporary employment contracts with the State of Arizona.

b. The contract will outline the mutual responsibilities of the Assigned Officer and DPS and will specify that the Assigned Officers are "at will" temporary employees of DPS and that either party can terminate the contract, with or without cause at any time and without notice.

c. If possible, DPS will consult with GLENDALE PD prior to terminating any Assigned Officer.

3.2 While working an Event, the Assigned Officers must wear uniforms approved by DPS and GLENDALE PD and the Assigned Officers may carry other equipment authorized by GLENDALE PD.

3.3 When working an Event, DPS will make available to Assigned Officers forms and other supplies that are necessary to work the Event.

3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

3.5 Any inconsistency between DPS and GLENDALE PD rules or regulations and all operational disputes will immediately be brought to the attention of the Director of DPS and will be fully and finally addressed and resolved by the DPS Director in accordance with his or her determination of the best practices under the circumstances. The Director may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of DPS for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of GLENDALE PD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).

4.2 Each Assigned Officer who works an Event will be paid the specified hourly rate, laid out in the temporary employment agreement.

a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by DPS to each Assigned Officer.

b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage for all Assigned Officers in such amounts and under the same terms and conditions as other sworn, full-time employees.

c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from DPS.

4.3 DPS shall make available to the GLENDALE PD information about the hours worked by Assigned Officers not later than seven days following each Event to enable GLENDALE PD to properly monitor and regulate the hours worked by all of their Assigned Officers.

4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

5.1 Each party (as "indemnitor") agrees to indemnity, 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, agents, employees, or volunteers.

6. Agreement

6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by DPS in cooperation with GLENDALE PD but, except as provided below, no unilateral media releases will be distributed by GLENDALE PD without the prior approval of DPS.

6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to DPS prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of GLENDALE PD's Assigned Officer, GLENDALE PD will be responsible for the release of information to the media relative to the incident.

6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST Certification

7.1 Relative to its Assigned Officers, GLENDALE PD agrees that it will be responsible to the Arizona Peace Officers Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.;* including but not limited to, GLENDALE PD's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 DPS and GLENDALE PD agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2017.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional one (1) year periods for up to (5) years upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement of understanding between the parties relating to the subject matter of this Agreement.

9.2 Severability. The provisions of this Agreement are severable to the extent that any provision of application held to be invalid by a court of competent jurisdiction shall not affect any other provision of application of the Agreement which may remain in effect without the invalid provision of application.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. GLENDALE may, at any time, terminate this Agreement by giving DPS not less than sixty (60) days prior written notice. DPS may at any time terminate this Agreement by giving GLENDALE not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties' command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this Agreement. In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for the convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the noncompliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Availability of Funds

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

12. Non-Discrimination

The parties 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.

{*signatures appear on the following page*}

ARIZONA DEPARTMENT OF PUBLIC SAFETY

_____
Colonel Frank L. Milstead, Director

CITY OF GLENDALE, ARIZONA

_____
Kevin R. Phelps, City Manager

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between DPS and City of Glendale, Arizona is in proper form and is within the powers and authority of the DPS granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
State of Arizona

_____
City of Glendale, Arizona

File #: 16-665, **Version:** 1

RESOLUTION NO. R17-09

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A SUBRECIPIENT CONTRACT WITH HABITAT FOR HUMANITY CENTRAL ARIZONA FOR EMERGENCY REPAIR PROGRAM AND RATIFYING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $23,898.32

Staff Contact: Elaine Adamczyk, Interim 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 City Manager to enter into a new contract for FY 2015-16 Community Development Block Grant (CDBG) to be retroactive effective September 19, 2016, and ratify the expenditures of funds with Habitat for Humanity Central Arizona in the amount of $23,898.32 that have occurred since September 19, 2016.

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. The City Council through the CDBG grant process allocated funding for the Glendale Emergency Home Repair Program, which is a critical component for the City's Single Family Rehabilitation Program administer offered by Community Revitalization.

For FY 2015-16, the Community Development Advisory Committee (CDAC) conducted a formal HUD grants allocation process and made funding recommendations to the Mayor and Council. The City Council subsequently approved these recommendations as part of the City's Annual Action Plan on May 12, 2015. As part of this process Glendale's Emergency Home Repair Program was allocated $425,000 in CDBG funds to prove emergency repair services to income-qualified homeowners located within the city limits of Glendale. Subsequent to this action, Contract C-10400 was approved and executed with Habitat for Humanity Central Arizona to administer this program.

This contract expired on September 19, 2016, and the agency had a remaining balance of $1,744.32 in CDBG funds available for the program at the time. Because of high temperatures which extended into October, the agency continued to receive a large number of emergency repair requests from Glendale residents, which in total exceeded the remaining balance under the contract by $22,154. Habitat for Humanity Central Arizona has requested reimbursement for these expenditures. Because of this, it is necessary to increase the available FY 2015-16 CDBG funds for this program by $22,154, and enter into a new contract effective September 19, 2016 through March 19, 2017, for a total amount of $23,898.32. It is necessary to make the contract retroactive in order to be in compliance with federal regulations.

If approved, the additional funds will be reprogrammed from the existing funding for the Single Family Rehabilitation Program account to pay for these unexpected expenditures. This will not impact the operations of the Community Revitalization Division.

Analysis

During FY 2015-16, Habitat assisted over 169 homeowners with emergency repairs utilizing its $425,000 allocation of CDBG funds. The extension of this contract is necessary for the City to adequately reimburse Habitat for additional expenses related to the provision of this program to the city's most vulnerable residents.

It is important to note that each applicant whose assistance exceeds $1,000 has a five year lien placed against their house for the amount of CDBG funds spent on the project. Each year, one-fifth of the amount of the lien is forgiven and after 5 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 back to the city upon sale of the house. Should this occur, these funds are considered "program income" and are returned to the CDBG program to serve additional residents.

Previous Related Council Action

The City Council authorized the execution of the contract with Habitat for Humanity, Glendale Emergency Home Repair Program, for the FY 2015-16 funding at its May 12, 2015, meeting.

Community Benefit/Public Involvement

The Glendale Emergency Home Repair Program is one component of the City's Residential Rehabilitation programs. This program helps stabilize neighborhoods and provide sustainability for low to moderate-income residents. To date, thousands of residents have received emergency assistance to address emergency issues such as, replacement of a broken water heater, repair of malfunctioning electric panels, and repair of their heating or cooling system. The program provides a means for homeowners, especially seniors and the disabled, to improve their quality of life, and increase their ability to remain in their homes. This item was recommended for funding by the Community Development Advisory Committee at a public meeting held December 11, 2014.

Budget and Financial Impacts

Since this is a federally funded program, there is no fiscal impact on the city. No General Funds will be used for this contract. Funding is available in the Community Services CDBG FY2015-16 operating budget as shown below. Annual budget appropriation thereafter is contingent upon council approval through the budget review process.

Cost	Fund-Department-Account
$22,154	**1320-31098-518200, CDBG Emergency HOME Repair Program Professional Contractual**

$1,744.32	**1320-31098-518200, CDBG Emergency HOME Repair Program Professional Contractual**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from? NA

RESOLUTION NO. R17-09

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A SUBRECIPIENT CONTRACT WITH HABITAT FOR HUMANITY CENTRAL ARIZONA FOR EMERGENCY REPAIR PROGRAM AND RATIFYING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $23,898.32

WHEREAS, the City of Glendale entered into a contract with Habitat for Humanity Central Arizona that expired on September 19, 2016, with a remaining balance of $1,744.32; and

WHEREAS, Habitat for Humanity Central Arizona has requested additional reimbursement in the amount of $22,154, for emergency repair requests from Glendale residents that occurred from September 19, 2016 through November 14, 2016, to complete the FY 2015-16 Community Development Block Grant (CDBG) expenditures with Habitat for Humanity Central Arizona

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 new subrecipient contract between the City of Glendale and the Habitat for Humanity Central Arizona for physical improvements be entered into, which contract is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Council hereby ratifies the expenditures of funds that occurred from September 19, 2016 through November 14, 2016, in order to reimburse Habitat for Humanity Central Arizona.

SECTION 3. That the Mayor and the City Clerk be authorized and directed to execute and deliver said contract on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 14th day of February, 2017.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Kevin R. Phelps, City Manager

SUBRECIPIENT CONTRACT - NONPROFIT CORPORATIONS

CITY OF GLENDALE, ARIZONA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PHYSICAL IMPROVEMENTS
FY 2015-2016

This Subrecipient Contract ("Contract") is executed this 15 day of February, 2017 by and between Habitat for Humanity Central Arizona, an Arizona nonprofit corporation ("Agency"), and the City of Glendale, an Arizona municipal corporation ("City"). The parties hereby agree as follows:

1. Contract Amount:

1.1 The Agency will furnish all labor, materials, services, supervision, tools, equipment, licenses, and permits necessary to operate the Emergency Home Repair & Disability Modifications Program **("Program")** as defined in the Scope of Services attached as **Exhibit A**.

1.2 The City will provide financial assistance in an amount not to exceed **$23,898.32**. This Contract price constitutes the entire consideration for the City's participation in the performance and completion of all work to be performed under this Contract.

2. Contract Term: Contract will be effective **September 19, 2016** and will terminate on **March 19, 2017**.

3. Method of Payment: Payment will be made in such amounts and increments as may be approved by the City for various phases of work upon submission of a proper request for payment, including supporting documentation. See **Exhibit B** for billing and reporting information. The final request for payment will be submitted to the City within 15 days after expiration or termination of this Contract.

4. Program Income: Any Program Income, as defined in 24 CFR § 570.500(a), received by the Agency prior to grant close-out will be used to offset payment due in an amount directly proportional to the prorated share of Community Development Block Grant ("CDBG") funds used as set forth in 24 CFR § 570.504(c). Under this Contract, "Program Income" refers solely to those funds derived from the Agency provided in the City of Glendale and includes, but is not limited to income received from the clients served for services performed or materials purchased. Documentation supporting the amount of Program Income received will be submitted with monthly billings.

5. The City Certifies:

5.1 The services/project described by the Agency to be provided will principally benefit low and moderate-income persons within the community.

5.2 That the public purpose is served by the financial participation of the City in the above-referenced service.

5.3 That the CDBG funds designated for the Program constitute reasonable and prudent assistance necessary for the completion of the Program.

6. The Agency Certifies:

6.1 That it is an Arizona nonprofit corporation.

6.2 That it intends to provide the service for which funds are granted under this Contract for at least one year.

6.3 That it possesses legal authority to execute this Contract.

6.4 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 Agency to execute this Contract and to comply with the terms of this Contract.

6.5 That the services will be carried out and administered in compliance with all federal laws and regulations as further described in **Exhibit C.**

6.6 That the Program assisted under this Contract is designed to give maximum feasible priority to activities that benefit low and moderate-income families as defined in **Exhibit D.**

6.7 That if applicable, it will comply with the City's procurement, mediation and right of refusal clauses as described in **Exhibit E.**

6.8 That it will comply with all applicable laws.

7. The City Agrees to:

7.1 Disburse funds in a timely manner as described in this Contract.

7.2 Provide technical assistance to the Agency to comply with applicable federal provisions governing the use of CDBG funds.

7.3 Complete all environmental review requirements as described in 24 CFR Part 58.

8. The Agency Agrees to:

8.1 Activities. Utilize normal and customary practices and procedures for the delivery of the Agency services/project, and provide a level of service that is consistent with the level of service for similar activities administered by the Agency exclusive of this Contract as defined by the Scope of Services attached in **Exhibit A.**

8.2 Retention. Retain all records of expenditures made under this Agreement for a period of six years from the date of termination of this contract.

a. Records for non-expendable property acquired with funds under this Agreement will be retained for six years after final disposition of such property.

b. Records for any displaced person must be kept for six years after receipt of final payment.

c. Notwithstanding the above, if there is investigation, administrative action, litigation, or similar actions involving the Program, all existing records must be maintained for one year after the final disposition of the matter or the expiration of the required six-year retention period, whichever occurs later.

8.3 Uniform Administrative Requirements. Comply with the following regulations, which will be subject to monitoring from time to time by the City or by HUD:

a. Requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

b. Accounting systems that meet the requirements for OMB Circular A-110 "Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

c. Audit requirements of the Single Audit Act Amendments of 1996, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

8.4 Recordkeeping Requirements. Keep records of ethnic and racial statistics of all persons and families benefited by its services including, but not limited to, the number of low and

moderate income persons assisted in accordance with federal income limits, the number of elderly and disabled, family size, and the number of female heads of household. The Agency agrees to provide the City with monthly written progress reports of its activities no later than the 15th of each month that follows the month that activities being reported/billed until such time as the Contract expires. The Agency also agrees to submit on the 15th of July, 2016, a comprehensive report covering the agreed-upon objectives, activities, and expenditures for the fiscal year.

8.5 Access to Records. Provide City and HUD and/or their representatives access for purposes of monitoring, auditing, and examining performance to all pertinent books, documents and papers. However, nothing herein will be construed to require access to any privileged or confidential information in contravention of federal or state law.

8.6 Community Development Act of 1974. Expend funds provided by City pursuant to Housing and Community Development Act of 1974 ("Act"), as amended and codified in 24 CFR Part 570, in accordance with the Act and all pertinent regulations issued by agencies of the federal government. The Agency further agrees to comply fully with all federal, state and local laws and court orders applicable to its operation whether or not referred to in this Contract.

8.7 Independent Contractor. Perform its obligations hereunder as an independent contractor and acknowledges and agrees that it is in no way an agent of the City.

8.8 Indemnification and Hold Harmless. Indemnify, defend and hold harmless the City, and its officers, agents and employees, hereinafter collectively referred to as City, from all claims and suits, including attorneys' fees and costs of litigation, actions, loss, damage, expense, costs or claims, of any character or any nature arising out of any act, omission or work done in fulfillment of the terms of this Contract or an account of any act, omission, claim or amount arising or recovered under Workmen's Compensation Law, or arising out of the failure of the Agency or those acting under the Agency to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this Contract that the City will, in all instances, except for loss or damage resulting from the sole negligence of the City, be indemnified against all liability, loss or damage of any nature whatever for or on account of any injuries to or death of person or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract, regardless of whether or not the liability, loss or damage is caused in part by, or alleged to be caused in part by, but not solely, the negligence or fault of the City. It is agreed that the Agency will be responsible for primary loss investigation, defense and judgment costs where this Contract of indemnity applies.

8.9 Insurance. Provide evidence of insurance in accordance with the request for proposals, as shown in **Exhibit F.** The City will be named by the insurer as an additional insured on all required insurance for all operations performed within the scope of this Contract. All certificates of insurance must provide for 30 days' notice to the City of cancellation, nonrenewal or material change.

9. Compliance with Laws:

9.1 The Agency will comply with all applicable federal, state and local laws, statutes, ordinances, administrative rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Contract. If the Agency discovers that any of the Contract documents are in conflict with any laws, statutes, ordinances, rules, building codes, regulations or lawful orders of a public authority, the Agency will promptly notify the City, in writing, of such conflict, specifying any necessary changes to the Contract documents or work to eliminate the conflict.

9.2 The Agency and its subcontractors will abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986, specifically as it relates to employment and client services, and agrees to comply with the requirements of Section 16 herein. Should the Agency perform any work knowing it to be contrary to the applicable laws, ordinances, rules, building codes and/or regulations, it will assume full responsibility therefore and will bear all cost incurred due to such action of omission. Any dispute not disposed of by mutual consent by the parties hereto will be decided in accordance with the applicable Arizona laws, ordinances, codes of the state and local governments.

9.3 The Agency will comply with and require all subcontractors paid with funds provided by this Contract to comply with all of the applicable provisions of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, and the Special Conditions for activities assisted pursuant to Title I of the Community Development Act of 1974.

9.4 The Agency will comply with all applicable Federal and State environmental laws, including, but not limited to, § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act ("RCRA") (Pub. L. 94-580, 42 U.S.C. § 6962). Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency ("EPA") (40 CFR parts 247 through 254). Accordingly, state and local institutions of higher education, hospitals, commercial organizations and international organizations when operating domestically, and non-profit organizations that receive direct Federal awards or other Federal funds will give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

10. **Availability of Funds:** It is expressly understood by the parties hereto that this Contract has been negotiated and executed in anticipation of receipt of funds by the City from HUD pursuant to the CDBG Program and that therefore, the terms, conditions and sums payable under this Contract are subject to any changes or limitations which may be required by the terms of said grant contract.

11. **Reversion of Assets:** The Agency will forfeit to the City, upon expiration or termination of this Contract, any CDBG funds remaining and any accounts receivable attributable to the use of CDBG funds, including Program Income.

12. **Physical Improvements:** Any physical improvements over **$1,000** to a Homeowner's house must be secured by a lien document for a period of five (5) years to be released on the 5-year anniversary date as specified in the Lien Document attached as **Exhibit G**.

13. **Acknowledgment:** The Agency will acknowledge the contribution of the City's CDBG Program in all published literature, brochures, programs, fliers, etc., during the term of the Contract.

14. **Certifications:** The Agency agrees to sign the following Certifications which are attached as **Exhibit H**:

14.1 Policy of Nondiscrimination on the Basis of Disability.

14.2 Anti-Lobbying, Section 319 of Public Law 101-121.

14.3 Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.

14.4 Drug-Free Workplace Act of 1988.

15. **Non-Discrimination:** The Agency 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.

16. Immigration Law Compliance:

16.1 The Agency, and on behalf any sub-contractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

16.2 Any breach of warranty under this section is considered a material breach of this Contract and is subject to penalties up to and including termination of this Contract.

16.3 The City retains the legal right to inspect the papers of any Agency or sub-contractor employee who performs work under this Contract to ensure that the Agency or any sub-contractor is compliant with the warranty under this section.

16.4 The City may conduct random inspections, and upon request of the City, the Agency will provide copies of papers and records of the Agency demonstrating continued compliance with the warranty under this section. The Agency agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with the City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

16.5 The Agency agrees to incorporate into any subcontracts under this Contract the same obligations imposed upon the Agency and expressly accrue those obligations directly to the benefit of the City. The Agency also agrees to require any sub-contractor to incorporate into each of its own subcontracts under this Contract the same obligations above and expressly accrue those obligations to the benefit of the City.

16.6 The Agency's warranty and obligations under this section to the City is continuing throughout the term of this Contract 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.

16.7 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.

17. Termination:

17.1 In accordance with 24 CFR § 85.43, the City may suspend or terminate this Contract without providing notice and or opportunity to cure, if the Agency violates any term or condition of this Contract or if the Agency fails to maintain a good faith effort to carry out the purpose of this Contract.

17.2 Since the Agency's performance in furtherance of this Contract is also the consideration offered under this Contract, the Agency's failure to comply with each and every term and condition hereunder may result in immediate termination of this Contract and a refund of the weekly (or monthly, in the City's sole discretion) pro-rated amount of the previously tendered CDBG or other grant funds.

17.3 Notwithstanding this section, the City's decision to waive or defer compliance with any term or condition of the Agency's required performance under this Contract does not act, nor will it be deemed or interpreted as, a waiver or deferment of the City's right to terminate and to receive its refund based upon the Agency's non-compliance with other terms or conditions of this Contract or subsequent non-compliance with the same terms and conditions.

17.4 The City or the Agency may terminate this Contract for convenience. The party initiating the termination will notify the other party in writing stating the reasons for such termination. The terminating party will give 30 days' prior notice.

17.5 This Contract is subject to the provisions of A.R.S. § 38-511.

18. General Provisions:

18.1 It is hereby agreed that subsequent to the execution of this Contract, the Community Revitalization Division of the City of Glendale will represent the City in the administration of this Contract. All notices required or permitted to be given under this Contract may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY:	City of Glendale Community Revitalization Division Attention: Charyn Eirich-Palmisano 5850 West Glendale Avenue Glendale, Arizona 85301
WITH A COPY TO:	City of Glendale Attention: City Attorney 5850 West Glendale Avenue Glendale, Arizona 85301
TO THE AGENCY:	Habitat for Humanity Central Arizona Attention: Lisa Weide 9311 NW Grand Avenue, Suite 1 Peoria, AZ 85345

18.2 Both parties acknowledge that no member of the governing body of the City or any employee of the City who exercises any functions or responsibilities in connection with the carrying out of the Program to which this Contract pertains has any personal interest direct or indirect in this Contract.

18.3 This Contract supersedes any and all other contracts, either oral or in writing, between the parties hereto and contains all the covenants and contracts between the parties with respect to such employment in any manner whatsoever. Each party to this Contract acknowledges that no representations, inducements, promises or contracts, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contract or amendment hereto will be effective unless executed in writing and signed by both the City and the Agency.

18.4 This Contract will be governed by and construed in accordance with the laws of the State of Arizona and all applicable federal laws and regulations.

18.5 The invalidity in whole or in part of any provision of this Contract will not void or affect the validity of any other provision of this Contract.

19. Contract Documents: The Contract comprises the entire agreement between the parties consists of the following exhibits:

Exhibit A: Scope of Services

Exhibit B: Billing and Reporting Information

Exhibit C: Federal Laws and Regulations

Exhibit D: Income Limits

Exhibit E:	Additional Requirements
Exhibit F:	Insurance Certificate
Exhibit G:	Lien Documents
Exhibit H:	Certifications

(Signatures appear on following page.)

IN WITNESS WHEREOF, all parties concerned acknowledge that they have read, understand, approve, and accept all of the provisions of this Contract.

CITY OF GLENDALE, an Arizona municipal corporation

_____
By: Kevin R. Phelps
Its: City Manager

ATTEST:

_____
Julie Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Habitat for Humanity Central Arizona, an Arizona non-profit corporation

By: Lisa Wade
Its: Chief Program Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 23 day of November 20 16, before me, the undersigned Notary Public, personally appeared Lisa Wade, who acknowledged himself/herself to be the Chief Program Officer of the _____, and that (s)he as such official, being authorized to do so, executed the foregoing Subrecipient Contract for and on behalf of the said company for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Janice R Lebo
Notary Public

My Commission Expires:
NOV 30 2018

JANICE R. LEBODA
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
November 30, 2018

9/2/15

SCOPE OF SERVICES

EXHIBIT "A"

EXHIBIT A
SCOPE OF SERVICES

1. The Scope of Services and the type of records that must be maintained (in addition to those already required by the contract) are two elements of a Subrecipient Contract that vary most from activity to activity, and from grantee to grantee.

2. Agencies are required to prepare a Scope of Services, which is incorporated into the Subrecipient Contract with the City of Glendale. Each of the three sections of the Scope of Services (Description, Schedule, and Budget) must provide sufficient detail to permit effective monitoring of Agency's activities.

   2.1 Description: The description section details the activities to be carried out by the Agency. It should define the "who, what, where, and how" of the Program. It should specifically describe and quantify the services or products to be provided with City of Glendale funds. It should specify how the Program will serve the intended beneficiaries.

   2.2 Schedule: A schedule is a required part of every Subrecipient Contract. It plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for accomplishment of tasks, or the delivery of services. These projected milestones and deadlines are a basis for measuring progress during the term of the Subrecipient Contract. For instance, the schedule for a public service activity may specify delivery of a certain number of staff-hours per quarter, or delivery of services to a certain number of persons per quarter. Other programs are likely to be more complex, requiring multiple tasks such as: establishing an office, developing program guidelines, taking applications, providing services to the client, outreach activities, and follow up. The schedule should include time frames for completing each task or activity.

   2.3 Budget:

      a. The budget should provide a detailed presentation of projected revenues and expenses. The preparation of a detailed budget will help ensure that a project is adequately planned, in that, it will identify all expenses that are necessary to carry out the activities described in the program description, and quantify the resources required to cover these expenses.

      b. The budget permits periodic comparisons of the projected use of funds with actual expenditures, as indicated on the monthly accomplishment reports submitted by the grantee. This comparison enables the City to seek corrective action where significant variations between the budget and actual expenditures are reported.

###

COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICES

SCOPE OF SERVICE FY 2015-2016

A. Program Activity. **Habitat for Humanity Central Arizona** ("Agency") will be responsible for administering the **Emergency Home Repair & Disability Modifications Program** ("Program") in a manner satisfactory to the City of Glendale ("City"), and consistent with any standards required by Community Development Block Grant Program ("CDBG") Public Services as a condition of providing these funds.

B. Description. The project will serve up to 175 low-to-moderate income Glendale residents by providing emergency home repair services for homeowners and owners of manufactured housing throughout the entire city of Glendale, and pay salaries of two (2) coordinators to manage and coordinate the program.. The project may also serve up to 10 homeowners in need of ADA modifications to their home.

C. National Objectives. All activities funded with CDBG funds must meet one of the U.S. Department of Housing & Urban Development ("HUD") National Objectives:

☒ NATIONAL OBJECTIVE #1 – To benefit low and moderate-income persons.

☐ NATIONAL OBJECTIVE #2 – To aid in the prevention or elimination of slums or blight.

☐ NATIONAL OBJECTIVE #3 – To meet community development needs having a particular urgency as defined in 24 C.F.R. § 570.208.

D. Certifications. The Agency certifies that the activity(ies) carried out under the CDBG Public Services Subrecipient Contract ("Subrecipient Contract") will meet the National Objective(s) by providing:

Emergency home repair services and/or ADA modifications to low-to-moderate income homeowners in the city of Glendale.

E. Levels of Accomplishment – Goals and Performance Measures. The Agency agrees to provide the following Program services:

ACTIVITY	UNITS OF SERVICES	UNDUPLICATED CITY RESIDENTS/HOUSEHOLDS/YEAR
Activity #1	175	175
Activity #2	10	10
Activity #3		
Activity #4		

F. Time of Performance. This is 6-month Subrecipient Contract. The Subrecipient Contract is effective September 19, 2016 to March 19, 2017,.

G. Agency Staff Contact Information.

Name: Lisa Weide
Title: Director of Grants & Compliance
Agency: HFHCAZ
Address: 9133 NW Grand Ave
City, State, Zip Peoria, AZ 85345
Telephone No.:623-377-3317
Fax No.:623-583-2705
Email: lisa@habitatcaz.org.

H. Client Eligibility.

1. Client eligibility will be documented by: Emergency Home Repair Admin Assistant or Program Manager
2. Client residency will be documented by: Emergency Home Repair Admin Assistant or Program Manager

I. Budget.

Community Development Block Grant Public Services Total Project Budget FY 2015-2016			
Line Item	CDBG Allocation	Other Cash Resources	Total Project Budget
	$	$	$23,898.32
Personnel Costs:	0	0	0
Salaries	2800	0	2800
Payroll Costs (SSI, Medicare, etc.)	0	0	0
Fringe Benefits (Ins., Retirement, etc.)	601.71	0	601.71
Other Costs:	15,544.09	0	15,544.09
Construction Costs			
Telephone	0	0	0
Utilities	0	0	0
Rent	0	0	0
Insurance	0	0	0
Travel/Mileage	254.19	0	254.19
Postage	0	0	0
Duplicating Services	0	0	0
Membership/Subscriptions	0	0	0
Advertising	0	0	0
Office Supplies	0	0	0
Office Equipment	15.34	0	15.34
Office Materials	0	0	0
Other	4,682.98	$	4,682.98
TOTAL PROJECT EXPENSES	**23,898.32**	**$**	**23898.32**

J. Billing Information.

BILLING AND REPORTING INFORMATION

EXHIBIT "B"

EXHIBIT B
BILLING AND REPORTING INFORMATION

1. This section is very important to the expeditious processing of your Agency's request for reimbursement. Please carefully follow the summary of reimbursement requirements listed below.

2. Monthly Billings:

   2.1 A letter requesting reimbursement of expenditures must be prepared on the Agency's letterhead. This letter must be reviewed and signed by the Agency's executive director (or authorized signatory). Reimbursement requests must be submitted on a **MONTHLY** basis. (Note: Grants Administration may approve exceptions for "Quarterly billings" on a case-by-case basis.)

   2.2 The Project/Program Budget spreadsheet summarizing monthly and year-to-date expenses must be prepared and submitted with each request for reimbursement. This report should also account for other resources utilized under this activity.

   2.3 Copies of all supporting documents must be submitted with the reimbursement request. The Agency will work closely with the program/project liaison to establish the specific documentation requirements for this contract. Examples of supporting documentation include copies of timesheets, pay stubs, mileage reports, invoices, statements, receipts, etc.

   2.4 The City's reimbursement process takes approximately two to three weeks to complete. (The first reimbursement request can take a little longer to process.) If the reimbursement procedures noted above are not followed correctly, the program/project liaison may return the reimbursement request to the Agency for revisions, or hold the request until all reimbursement requirements have been met. This will delay the reimbursement process.

3. Monthly Report on Accomplishments and Demographics:

   3.1 A monthly demographic report on Glendale residents served, including accomplishments and units of service delivered, must be submitted by the 15th of the following month. Failure to file this demographic report timely could also delay the reimbursement process.

   3.2 Specific formats to be used for reimbursement requests/performance reports are attached. These formats must be used by the agency unless otherwise authorized.

4. Activity Final Completion Report:

   4.1 Public Service Activities: Report On "Performance Measures" for Actual Activity "Outcomes." The report on "Performance Measures for Actual Activity Outcomes," is due by July 31, 2016. This report is to identify the "actual outcomes" produced by your activity over the past program year. "Actual Outcomes" will be measured by and against the "proposed outcomes and performance measures" that were established by your agency at the beginning of the program year.

   4.2 Physical Improvement Activities: Report On "Performance Measures" for Actual Activity "Outcomes." The report on "Performance Measures for Actual Activity Outcomes," is due 30 days after completion of the physical improvement activity. This report is to identify the "actual outcomes" produced by your activity after completion of the physical improvement activity. "Actual Outcomes" will be measured by and against the "proposed outcomes and performance measures" that were established by your agency at the beginning of the program year.

###

AGENCY LETTERHEAD (Required)

Sample

DATE

Gilbert Lopez
City of Glendale
Community Revitalization
5850 West Glendale Avenue
Glendale, Arizona 85301

Re: Community Development Block Grant, Physical Improvements

Dear Mr. Lopez:

Enclosed is the project billing for the month of _____, 20_____. The amount of reimbursement expenses being requested is $_____. Also, attached is the supporting documentation in accordance with our contract requirements.

If you have any questions, please call me at _____.

Sincerely,

Jane Doe **(Authorized Signatory)**
Executive Director

Enclosure

City of Glendale - Performance Report

Report Type:	-- Select Report Type --		
Report Time Period:	Start Date / End Date	Report Time Frame:	Monthly
Agency Name	Project Name	Contact Person	
Contact Person's Phone & Fax Numbers:			
Report for:	☑ Persons	☐ Housing Units	

Total Number Assisted During Reporting Period	

Clients served must be "unduplicated", reported only once during 12-month period.

Race/Ethnicity of Persons Services	Current		Year to Date	
	Total	Hispanic	Total	Hispanic
11 White				
12 Black or African American				
13 Asian				
14 American Indian or Alaska Native				
15 Native Hawaiian or Other Pacific Islander				
16 American Indian or Alaska Native and White				
17 Asian and White				
18 Black or African American and White				
19 American Indian or Alaska Native and Black				
20 Other Multi-Racial				

Income Status (% of Median Family Income)	Current Total	YTD Total
Extremely Low (0 - 30% of Median Income)		
Very Low (31 - 50% of Median Income)		
Low (51 - 80% of Median Income)		
Greater than 80% of Median Income		
Family Size	**Current Total**	**YTD Total**
Small (4 or less)		
Large (5 or more)		
	Current Total	**YTD Total**
Number of Adults		
Number of Children		
Single Female Head of Household		
Number of Males		
Number of Females		
Elderly		
Disabled		
Youth on own		
Seriously Mentally Ill		
Chronic Substance Abuser		
Veteran		
HIV/AIDS		
Domestic Violence		
Other (define) _____		
	Current Total	**YTD Total**
# of Units Provided		
Service Unit		

Narrative of Program Status:
Achievements for the period which can be used to further evaluate the program's success.

	Yes	No
Faith based?		

Actual Outcome as it relates to the Proposed Outcome, using the Performance Measure reported in the Annual Action Plan

Proposed Outcome:

Performance Measure:

Actual Outcome:

FEDERAL LAWS AND REGULATIONS

EXHIBIT "C"

EXHIBIT C
FEDERAL LAWS AND REGULATIONS

1. **Applicability of Uniform Administrative Requirements.** The parties should comply with all administrative requirements, cost principles, and audit requirements as provided in 2 CFR Part 200 in compliance with the Final Guidance issued by U.S. Department of Housing and Urban Development on Feb. 26, 2015 (Notice: SD-2015-01) (see attached).

2. **Equal Opportunity.**

   2.1 The Agency agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Contract. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Agency, this assurance will obligate the Agency, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

   2.2 The Agency agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.

   2.3 The Agency agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, <u>any program or activity funded in whole or in part with the Community Development funds</u>. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), will also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

   2.4 The Agency agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.

   2.5 The Agency agrees to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors.

   2.6 The Agency agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative or workers, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contractor will include this Section 3 clause to every subcontract for work in connection with the project and will, at the direction of the applicant or Community of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract, will be a condition of the Federal financial assistance provided to the project.

3. **Subcontracting.** All work or services covered by this Contract, which is subcontracted by the Agency, will be specified by written contract and subject to all provisions of this Contract. All subcontracts must be approved by the City prior to execution.

4. **Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

5. **Interest of Members, Officers or Employees of the Agency, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the Agency or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for 1 year thereafter, will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract.

6. **Hatch Act.** The Agency agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor will personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

7. **Labor Standards Provisions.** The Agency agrees to comply with 24 CFR § 570.603, "Labor Standards" published by HUD for Community Development Block Grants.

8. **Compliance with Environmental Requirements.** The Agency agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR § 58.5 insofar as the provisions of such Act apply to activities set forth in the Statement of Work.

9. **Compliance with Flood Disaster Protection Act.**

   9.1 This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Contract for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

   9.2 Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions will be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this Contract.

10. **Compliance with Environmental Laws.**

   10.1 This Contract is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

   10.2 In compliance with said regulations, the City will cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Contract, the following requirements:

      a. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.

      b. Agreement by the contractor to comply with all the requirements of Section 114 of the Clear Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements

specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

d. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring the contractor to take such action as the Government may direct as means of enforcing such provisions.

e. In no event will any amount of the assistance provided under this Contract be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

10.3 The Resource Conservation and Recovery Act. Agency will comply with the Resource Conservation and Recovery Act (**"RCRA"**), including, but not limited to, 42 U.S.C. § 6962, which requires preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (**"EPA"**) (40 C.F.R. parts 247 through 254).

10.4 The Toxic Substances Control Act. The Agency will comply with the Toxic Substances Control Act (**"TSCA"**), 15 U.S.C. § 2601 et seq.

10.5 The Federal Insecticide, Fungicide and Rodenticide Act. The Agency will comply with the Federal Insecticide, Fungicide and Rodenticide Act (**"FIFRA"**), 7 U.S.C. § 136 et seq.

10.6 Agency will comply with all other applicable federal and state environmental laws and regulations.

11. **Historic Preservation.** This Contract is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

12. **Historic Barriers.** This Contract is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."

13. **Lead-Based Paint.** This Contract is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.), and Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR § 570.608 and/or 92.335), and related amendments thereto. The use of lead-based paint is prohibited whenever federal funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. All federally assisted residential structures and related property constructed prior to 1978, Homebuyer Programs, Tenant-Based Rental Assistance, and Special-Needs Housing (acquisition), will comply with existing and new Lead-Based Paint Hazard Reduction Requirements,

effective September 15, 2000. As the Grantor or Participating Jurisdiction, the City of Glendale shall be consulted regarding the Agency/Grantee's compliance status.

14. **Property Disposition.** Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the City. The proceeds from the disposition of real property will be considered Program Income and subject to 24 CFR § 570.504(c).

15. **Lobbying.** Block Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments.

16. **Acquisition/Relocation.** This Contract is subject to providing a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

17. **Section 504.** The Agency agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program.

18. **Federal Fire Prevention and Control Act of 1992.** The Fire Administration Authorization Act of 1992 added a new Section 31 to the Federal Fire Prevention and Control Act of 1974. This Section requires that approved smoke detectors be installed in all houses assisted under the Community Development Block Grant Program. To comply with this requirement and locally adopted codes Agency shall install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas.

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF THE DEPUTY SECRETARY
WASHINGTON, DC 20410-0050

Special Attention of:

NOTICE: SD-2015-01
Issued: FEB 26 2015

HUD Regional Directors
HUD Field Office Directors
HUD Offices of Community Planning and Development (CPD),
Fair Housing and Equal Opportunity (FHEO),
Housing,
Native American Programs (ONAP),
Lead Hazard Control and Healthy Homes (OLHCHH),
Public and Indian Housing (PIH),
Policy Development and Research (PD&R)
HUD Grant Administrators, Grant Officers, Government Technical Monitors (GTMs), and Government Technical Representatives (GTRs) and Recipients of HUD Federal Financial Assistance

This notice remains effective until amended, superseded or rescinded

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SUBJECT: Transition to 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance*

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1. BACKGROUND

On December 26, 2013, the Office of Management and Budget (OMB) published (at 78 Federal Register 78590; https://federalregister.gov/a/2013-30465) final guidance on the above subject, which is codified at 2 CFR part 200. OMB and the Federal awardmaking agencies published a joint interim final rule implementing the final guidance as requirements for recipients of Federal financial assistance on December 19, 2014 (at 79 Federal Register 75871; https://www.federalregister.gov/articles/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-and-budgets-uniform). OMB also made technical corrections to part 200.

The purpose of 2 CFR part 200 is to streamline the Federal government's guidance on administrative requirements, cost principles, and audit requirements to more effectively focus Federal resources on improving performance and outcomes, while ensuring the financial integrity of taxpayer dollars in partnership with non-Federal stakeholders. The uniform guidance supersedes, consolidates, and streamlines requirements from eight OMB Circulars:

- A-21, *Cost Principles for Educational Institutions*,
- A-87, *Cost Principles for State, Local and Indian Tribal Governments*,
- A-89, *Catalog of Federal Domestic Assistance*,
- A-102, *Grants and Cooperative Agreements With State and Local Governments*,
- A-110, *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations*,
- A-122, *Cost Principles for Non-Profit Organizations*,
- A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and
- The guidance in OMB Circular A-50, *Audit Followup*, on Single Audit Act follow-up.

HUD adopted this guidance at a new part, 2 CFR part 2400. The uniform guidance also removed: 2 CFR parts 215, 220, 225, and 230. HUD amended 24 CFR parts 84 and 85, which had codified OMB Circulars superseded by 2 CFR part 200, by removing all substantive provisions and including a saving provision that provides that Federal awards made prior to December 26, 2014, will continue to be governed by parts 84 or 85 as codified in the 2013 edition of the Code of Federal Regulations (CFR) or as provided under the terms of the Federal award.

Major Reforms and Policy Changes

The policy reforms brought about by OMB's consideration of public comments and efforts to streamline federal grant-making processes are identified as the following:

- Eliminate duplicative/conflicting guidance;
- Focus on performance over compliance for accountability;
- Encourage efficient use of information technology (IT)/shared services;
- Provide for consistent treatment of costs;
- Limit allowable costs for the best use of Federal resources;
- Incorporate standard business processes using data definitions;
- Strengthen oversight; and
- Target audit requirements on risk of waste, fraud, and abuse.

In addition to the consolidation of the OMB Circulars, major audit changes include the following:

- The Single Audit threshold is raised from $500,000 to $750,000, which eliminates the need for more than 5,000 audits, with a cost savings estimated at $250 million;
- The questioned cost limit in Single Audits is raised from $10,000 to $25,000;
- Assessment of government-wide audit quality is to be conducted every six years (beginning in 2018).

The uniform guidance, which provides a government-wide framework for grants management, is designed to reduce administrative burden for non-Federal entities receiving Federal awards.

2. EFFECTIVE DATE AND APPLICABILITY TO HUD

The uniform guidance was applicable for Federal agencies, including HUD, effective December 26, 2013. Federal agencies, including HUD, adopted 2 CFR part 200 as requirements for Federal financial assistance programs by the interim final rule published December 19, 2014. It was made applicable to non-Federal entities (recipients of Federal financial assistance) effective December 26, 2014, with one exception: §200.110(a) was revised to give a one-year grace period for implementation of the procurement standards. As will be detailed in the 2015 OMB Compliance Supplement, non-Federal entities choosing to delay implementation for the procurement standards will need to specify in their documented policies and procedures that they continue to comply with OMB Circulars A-87 or A–110 for one additional fiscal year which begins after December 26, 2014. For example, the first full fiscal year for a non-Federal entity with a June 30th year would be the year ending June 30, 2016. See also the General Transition Rules section of this Notice.

3. PURPOSE

The purpose of this Notice is to identify and explain significant changes made in 2 CFR part 200, and provide transition guidance and links to additional resource materials for HUD and its grant program stakeholders and other recipients of Federal financial assistance from HUD. This Notice is broken out by the six subparts in 2 CFR part 200:

- Subpart A – *Acronyms and Definitions*;
- Subpart B – *General Provisions*;
- Subpart C – *Pre-Federal Award Requirements and Contents of Federal Awards*;
- Subpart D – *Post-Federal Award Requirements*;
- Subpart E – *Cost Principles*; and
- Subpart F – *Audit Requirements*.

Appendix A of this Notice provides the table of contents for 2 CFR part 200. HUD highly recommends that recipients familiarize themselves with 2 CFR part 200 in its entirety. This Notice is intended to highlight major changes and topical areas that may apply across all HUD programs or be of general interest.

4. SUBPART A – ACRONYMS AND DEFINITIONS: HIGHLIGHTS

Subpart A of 2 CFR part 200 lists definitions and acronyms for key terms found throughout the uniform guidance. Each definition is in its own section so that the reader can look at the table of contents to see defined terms. Since the uniform guidance originated in eight different Circulars, there are numerous conforming changes made to provide consistency for the terms used. In particular, part 200 uses "non-Federal entity" and "pass-through entity." "Non-Federal entity" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient. "Pass-through entity" means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Policy decisions are reflected in some definitions, including: §200.18, *Cognizant agency for audit*, §200.23, *Contractor*, §200.33, *Equipment*, §200.73, *Oversight agency for audit*, and §200.94, *Supplies*. Section 13.b of this Notice provides a link to a crosswalk developed by OMB from the existing OMB Circulars to the final uniform guidance in 2 CFR part 200.

Definition of Indian Tribe: The definition of Indian tribe in §200.54 differs from the definition in the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4013, et seq.). The definition of Indian tribe in §200.54 has no effect on programs with statutory definitions of "Indian tribe."

5. SUBPART B – GENERAL PROVISIONS: HIGHLIGHTS

Subpart B covers general provisions, including the basic purpose of 2 CFR part 200 and its applicability to different types of Federal awards to non-Federal entities, and states that

Federal agencies, including HUD, may apply subparts A-E to for-profit entities. Exceptions to the applicability of the rule are listed in 2 CFR 200.101(d) and (e) and 2 CFR 200.102. This subpart makes clear that part 200 does not supersede any existing or future authority under law or by executive order or the Federal Acquisition Regulation (FAR). As an example, for public housing, the disposition statute at Section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p) supersedes the disposition instructions in §200.311(c). Subpart B also covers Authorities, Effect on other issuances, Agency implementation, OMB responsibilities, Inquiries, Effective date, English language, Conflict of interest, and Mandatory disclosures. Highlights are discussed below.

Applicability: Section 200.101 includes a table that summarizes how the guidance applies to types of Federal awards. This table must be read along with the other provisions of section 200.101:

The following portions of Part 200:	Are applicable to the following types of Federal Awards (except as noted in paragraphs (d) and (e) of section 200.101):	Are NOT applicable to the following types of Federal Awards:
Subpart A—Acronyms and Definitions.	—All.	
Subpart B—General Provisions, except for §§200.111 English Language, 200.112 Conflict of Interest, 200.113.Mandatory disclosures	—All.	
§§ 200.111 English Language, 200.112 Conflict of Interest, and 200.113. Mandatory Disclosures	—Grant agreements and cooperative agreements.	—Agreements for: loans, loan guarantees, interest subsidies, and insurance. —Cost-reimbursement contracts awarded under the Federal Acquisition Regulation and cost-reimbursement subcontracts under these contracts. —Fixed-price contracts and subcontracts awarded under the Federal Acquisition Regulation whenever cost analysis is performed or the contract requires the determination or negotiation of costs.
Subparts C–D, except for Subrecipient Monitoring and Management.	—Grant agreements and cooperative agreements	—Agreements for: loans, loan guarantees, interest subsidies, and insurance. —Cost-reimbursement contracts awarded under the Federal Acquisition Regulation and cost-reimbursement subcontracts under these contracts. —Fixed-price contracts and subcontracts awarded under the Federal Acquisition Regulation whenever cost analysis is performed or the contract requires the determination or negotiation of costs.
Subpart D—Post Federal Award Requirements, Subrecipient Monitoring and Management.	—All.	
Subpart E—Cost Principles.	—Grant agreements and cooperative agreements, except those providing food commodities. —Cost-reimbursement contracts awarded under the Federal Acquisition Regulation and cost-reimbursement subcontracts under these contracts in accordance with the FAR. —Fixed price contracts and subcontracts awarded under the Federal Acquisition Regulation whenever cost analysis is performed or the contract requires the determination or negotiation of costs.	—Grant agreements and cooperative agreements providing food commodities. —Fixed amount awards. —Agreements for: loans, loan guarantees, interest subsidies, insurance. —Federal awards to hospitals (see Appendix IX to Part 200—Hospital Cost Principles).
Subpart F—Audit Requirements.	—All.	

Exceptions:

- Section 200.102(a) allows OMB to make exceptions to 2 CFR part 200 for certain classes of Federal awards or for certain non-Federal entities, but only in unusual circumstances and if such exceptions are not prohibited by law. Where the provisions of Federal statutes or regulations differ from the provisions of part 200, the provisions of the Federal statutes or regulations take precedence.
- Section 200.102(b) allows HUD to make certain exceptions on a case-by-case basis except where otherwise required by law or where OMB or other approval is expressly required by 2 CFR part 200. Under §200.102(c), HUD may apply more restrictive requirements to a class of Federal awards or non-Federal entities when approved by OMB or required by Federal statutes or regulations. HUD may also apply less restrictive requirements when making fixed amount awards as defined in Subpart A, §200.45.
- Exemptions from Subpart F, Audit Requirements, are not permitted under any circumstances.

English Language: Section 200.111 makes clear that all HUD financial assistance announcements, HUD award information (e.g., Notices of Funding Availability), and applications must be in the English language. Non-Federal entities may translate the Federal award and other documents into another language, however, in the event of any inconsistency, the English language meaning would control. Where a significant portion of the non-Federal entity's employees working on the award are not fluent in English, the non-Federal entity must provide the HUD award in English and the language(s) with which the employees are more familiar.

Conflict of Interest: Section 200.112 requires HUD to establish conflict of interest policies for Federal awards and requires non-Federal entities to disclose in writing any potential conflict of interest to HUD or the pass-through entity in accordance with HUD's policy. The general procurement standards in §200.318 require non-Federal entities to maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest. "Organizational conflicts of interest" means that, because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

6. SUBPART C – PRE-FEDERAL AWARD REQUIREMENTS AND CONTENTS OF FEDERAL AWARDS: HIGHLIGHTS

Subpart C prescribes the instructions and other pre-award information to be used in the funding announcement and application process.

Selecting the Instrument for Award: Section 200.201 requires the Federal awarding agency or pass-through entity to decide on the appropriate instrument for the Federal award (i.e., grant agreement, cooperative agreement, or Federal contract under the Federal Acquisition Regulation) in accordance with the Federal Grant and Cooperative Agreement Act (31 U.S.C. 6301-08). The program statute or pass-through entity may have another name for

the document (e.g., annual contributions contract), but the choice is limited to these three instruments, in accordance with the Federal Grant and Cooperative Agreement Act.

Fixed Amount Awards: Section 200.201(b) allows for "fixed amount" awards under which the amount is negotiated using the cost principles (or other pricing information) as a guide. Fixed amount awards generally may be used if the project scope is specific and if adequate cost, historical, or unit pricing data are available to establish a fixed amount award based on a reasonable estimate of actual cost. Accountability is based on performance. There is no governmental review of the actual costs incurred by the non-Federal entity in performance of the award. Payments may be based on milestones, on a unit price basis, or in a single payment upon completion of the Federal award. The non-Federal entity is required to provide a certification regarding completion. Periodic reports may be required.

Funding Announcements and Award Agreements: Sections 200.202, 200.203, 200.210, and Appendix I require funding opportunities to be available for at least 60 days and impose standard requirements on HUD's notices of funding opportunities, on application requirements, and Federal award requirements. HUD will include with each Federal award any program-specific or other terms and conditions, and will share both the general and the program-specific or other requirements on a public website and in Notices of Funding Availability (NOFAs).

Risk-Based Awards: Sections 200.204 and 200.205 require Federal agencies to design and execute a merit review process for competitive applications using a risk-based approach that relies, in part, on HUD review of OMB-designated repositories of government-wide eligibility qualification or financial integrity information (such as the Federal Awardee Performance and Integrity Information System (FAPIIS), "Do Not Pay" lists, etc.)[1]. This assessment can include, for example:

- financial stability,
- the quality of management systems and ability to meet the management standards in 2 CFR part 200,
- history of performance,
- reports and findings from audits, and
- the applicant's ability to effectively implement statutory, regulatory, or other requirements, and debarment and suspension guidelines.

HUD must also comply with the debarment and suspension guidelines in 2 CFR part 180.

[1] FAPIIS is a database that has been established to track contractor misconduct and performance. The database contains Federal contractor criminal, civil, and administrative proceedings in connection with federal awards; suspensions and debarments; administrative agreements issued in lieu of suspension or debarment; non-responsibility determinations; contracts terminated for fault; defective pricing determinations; and past performance evaluations (see: https://www.fapiis.gov/fapiis/index.jsp). The "Do Not Pay" Business Center was developed for programs administered and/or funded by the Federal government to help prevent, reduce and stop improper payments while protecting citizens' privacy, and partner with agencies to identify potential fraud, waste, and abuse while protecting citizens' privacy (see: http://donotpay.treas.gov/index.htm).

Section 200.207 authorizes Federal agencies and pass-through entities to impose additional specific award conditions on applicants or recipients who have a history of failure to comply with terms and conditions, or failure to meet performance goals, or are not otherwise responsible. The conditions include requiring reimbursements rather than advance payments, requiring additional, more detailed reports, additional monitoring, etc. If such additional requirements are imposed, HUD or the pass-through entity must notify the applicant or non-Federal entity as to the nature of, and reasons for, the requirements, actions needed, and timeframe, if applicable. Special conditions must be promptly removed once the causal conditions have been corrected.

7. SUBPART D – POST-FEDERAL AWARD REQUIREMENTS: HIGHLIGHTS

Subpart D describes the requirements standards for managing and administering HUD awards. It includes standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, subrecipient monitoring and management, record retention and access, remedies for noncompliance, the provisions of the Federal Funding and Accountability Transparency Act (FFATA)[2] and closeout. NOTE: There will be exceptions to the items listed below and they will be published by regulation. See also Section 5 of this Notice.

Performance Measurement: Section 200.301 requires, as appropriate and in accordance with OMB information collection requirements, recipients to relate financial data to performance accomplishments of the Federal award and provide cost information to demonstrate cost effective practices (e.g., through unit cost data). This is in line with the shift in 2 CFR part 200 from compliance to performance. It also requires Federal agencies to use only OMB-approved forms for performance reports. Non-Federal entities must comply with FFATA. A recipient's performance should be measured in a way that will help HUD and other non-Federal entities improve program outcomes, share lessons learned, and spread the adoption of promising practices.

Internal Controls and Protected Personally Identifiable Information: Section 200.303 sets forth requirements for internal controls. This section reflects requirements that were previously in the A-133 audit requirements. It also addresses the non-Federal entity's responsibilities to take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the Federal awarding agency or the pass-through entity, consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Payment: Section 200.305 describes cash management requirements applicable to states and other non-Federal entities to minimize the time elapsed between agencies' advance

[2] FFATA, signed September 26, 2006, requires information on Federal awards (Federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. Amendments to FFATA have expanded its scope. See also https://www.fsrs.gov/.

payments of funds to the non-Federal entity and the entity's disbursement of funds for direct program or project costs.

Interest Earned on Federal Advances: Section 200.305(b)(8) requires non-Federal entities to maintain advance Federal payments in interest-bearing accounts (with some exceptions). Interest amounts up to $500 per year may be retained by the non-Federal entity for administrative expenses. Under §200.303(b)(9), interest earned in excess of $500 must be remitted annually to the Department of Health and Human Services' Payment Management System (either electronically through the system, or by check to the Department of Health and Human Services to the Treasury-approved lockbox: HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231).

Program Income: Section 200.307 generally encourages recipients to earn income to offset program costs. This section has several provisions that include, but are not limited to, the following:

- Proceeds from the sale of property or equipment are not program income; such proceeds will be handled in accordance with the requirements of §200.311, *Real property*, and §200.313, *Equipment*, or as specifically identified in Federal statutes, regulations, or the terms and conditions of the Federal award.
- If the Federal awarding agency does not specify in its regulations or the terms and conditions of its award, or give prior approval for how program income is to be used, then, ordinarily, program income must be deducted from total allowable costs to determine the net costs. Program income must be used for current costs unless HUD authorizes otherwise. Program income that the recipient did not anticipate at time of the Federal award must be used to reduce the award rather than to increase the funds committed to the project.

Revision of Budget and Program Plans: Section 200.308 requires, among other things, recipients to obtain Federal agency approvals for budget and program or project scope revisions.

Property Standards: Sections 200.310-200.316 set forth standards for real property, equipment, supplies, and intangible property. The regulations cover title, insurance, property trust relationships, and disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from HUD that provides for: 1) retention of title after compensation to HUD, 2) sale of the property and compensation to HUD, or 3) transfer of title to HUD or a third party approved or designated by HUD.

Procurement: §§200.317- 200.326 cover procurement standards. The standards are generally consistent with the requirements in 24 CFR part 85 for all non-Federal entities. For governmental recipients, the regulations have not substantially changed.

- The regulations require non-Federal entities to maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest, and governing the performance of their employees engaged in the selection, award and administration of contracts. "Organizational conflicts of interest" means that,

because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization (§200.318(c)(2)).

- The non-Federal entity's procurement procedures must be designed to avoid acquisition of unnecessary or duplicative items and the non-Federal entity is encouraged to enter into intergovernmental or inter-entity agreements to procure or use common goods and services (§200.318(d) and (e)).
- Non-Federal entities, in conducting procurements, must conduct them in a manner providing full and open competition and are prohibited from using state or local geographical preferences in evaluating bids or proposals (except where applicable Federal statutes expressly mandate or encourage geographical preferences, such as HUD's Section 3 requirements in 24 CFR part 135) (§200.319).
- Methods of procurement now include a micro-purchase option, which is the acquisition of supplies or services that do not exceed $3,000 (or $2,000 for acquisitions for construction subject to the Davis-Bacon Act) (§200.320(a)).
- "Supplies" includes computing devices if the acquisition cost was less than the lesser of the capitalization level established by a non-Federal entity for financial statement purposes or $5,000, regardless of the length of their useful life (§200.94).
- The Simplified Acquisition Threshold for small purchase procedures, which are those relatively simple and informal procurement methods for securing services, supplies or other property, is now $150,000. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation (FAR) at 48 CFR Subpart 2.1 and will be periodically adjusted for inflation (§200.88 and §200.320(b)).
- The non-Federal entity's contracts must contain certain provisions which are included in Appendix II of 2 CFR part 200 (§200.326).
- Non-Federal entities have one full fiscal year after the effective date to comply with the revised procurements standards (see *Implementation Dates* in the December 19, 2014, Federal Register at https://www.federalregister.gov/articles/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-and-budgets-uniform).

Bonding Requirements: Section 200.325 permits the Federal agency to accept the recipient's bonding policy and requirements if the Federal agency has determined that the Federal interest is adequately protected, and if not, the minimum requirements (abbreviated) are as follows:

- A bid guarantee equal to five percent of the bid price.
- A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment

as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

Performance and Financial Monitoring and Reporting: Sections 200.327-328 address the frequency, standards, and OMB approval requirements for agency collection of recipient performance and financial data and monitoring of recipient performance.

Real Property Reporting: Section 200.329 requires annual reporting on real property for which there is a Federal interest, but permits an option for various and less stringent multi-year reporting periods where the Federal interest extends beyond 15 years.

Subrecipient or Contractor: Section 200.330 provides guidance for determining whether an entity is a subrecipient or contractor, in order to apply the appropriate oversight of the Federal funds.

Requirements for Pass-Through Entities: Section 200.331 requires pass-through entities to comply with certain requirements in order to meet their own responsibility to the Federal awarding agency. Many of these requirements were in OMB Circular A-133. Pass-through entities are required to identify certain, clearly identified subaward information. This includes an indirect cost rate if the subrecipient has indirect costs. Pass-through entities must consider risks associated with subawards. The evaluation of a subrecipient's risk of noncompliance with Federal statutes and regulations is used to determine the appropriate level of subrecipient monitoring. Specific subrecipient monitoring tools are outlined, giving pass-through entities flexibility to adjust their oversight framework based on that consideration of risk.

Record Retention: Section 200.333 continues the existing record retention period of generally three years, with some exceptions and caveats. Federal agencies and non-Federal entities should, whenever practicable, collect, transmit and store Federal award-related information in machine-readable formats instead of closed formats or on paper.

Remedies for Noncompliance: Sections 200.338-200.342 cover remedies for noncompliance, including termination and notices of termination. Section 200.338 permits conditions to be imposed on the award if the non-Federal entity fails to comply with the requirements of the award. Previously, only pre-award conditions were authorized.

Closeout: Section 200.343 describes specific closeout actions that are required for all Federal awards at the end of the period of performance and should be completed no later than one year after receipt and acceptance of all required final reports. The non-Federal entity must submit all required final reports within 90 days after the end of the period of performance. The period of performance, defined at §200.77, means from the start to the end dates in the Federal award.

Post-closeout Adjustments and Continuing Responsibilities: Section 200.344 limits the period during which any post-closeout adjustments can be made. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify

the non-Federal entity within the record retention period. However, amounts due can be collected after this period.

8. SUBPART E – COST PRINCIPLES: HIGHLIGHTS

Subpart E covers the principles that must be used in determining the allowable costs of work performed by a non-Federal entity under a Federal award and in the pricing of fixed-price contracts and subcontracts where costs are used in determining the appropriate prices. It covers exemptions (§200.401(c)) and basic considerations (§§200.402-200.411). The application of the cost principles should require no significant changes in the internal accounting policies and practices of non-Federal entities. The Basic Considerations for costs are largely unchanged. Changes have been made to some select items of cost.

Profit: Section 200.400(g) states that non-Federal entities may not earn or keep any profit resulting from the Federal financial assistance (unless explicitly authorized by the terms and conditions of the Federal award). This is not new.

Prior Approval: In recognition of the difficulty in determining the reasonableness and allocability of certain items of cost, non-Federal entities may seek the prior written approval of the cognizant agency for indirect costs or the Federal awarding agency in advance of incurring unusual or special costs. Prior approval is specifically required for allowability under certain circumstances as described in §200.407.

Direct Costs: Direct costs are covered in §200.413. This section is largely unchanged from previous OMB cost principles.

- Direct costs are identified specifically with the Federal award or can be easily and accurately assigned to activities of the award. Typical direct costs include employee compensation, fringe benefits, materials and other items attributable to the award.
- If directly related to a specific award, certain costs that would otherwise be included with an indirect cost rate can be direct charged, such as extraordinary utility consumption, cost of materials supplied from stock or services from specialized facilities or other institutional service operations.

Indirect Costs: Indirect costs are addressed in §200.414. This section is largely unchanged from previous OMB cost principles.

- Negotiated indirect cost rates must be accepted by all Federal awarding agencies unless certain conditions are met. A Federal awarding agency must implement and make publicly available (e.g., via the Federal Register) the policies, procedures, and general decision-making criteria the programs would follow in seeking and justifying deviations from negotiated rates.
- Pass-through entities must accept a federally recognized indirect cost rate between a subrecipient and the Federal government or, if no such rate exists, either negotiate a rate between the entity and the subrecipient or establish a de minimis indirect cost rate (see also §200.331(a)(4)).

- If a non-Federal entity has never received a negotiated indirect cost rate, it may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) as defined in §200.68, which may be used indefinitely (§200.414(f)). (Exceptions for some non-Federal entities are listed in Appendix VII, paragraph (d)(1)(B).)
- Non-Federal entities that are able to allocate and charge 100% of their costs directly may continue to do so. Charging the Federal award for indirect costs is never mandatory; a non-Federal entity may conclude that the amount it would recover thereby would be immaterial and not worth the effort needed to obtain it.
- Non-Federal entities that have a federally negotiated indirect cost rate may apply for a one-time extension of the current rate for a period up to four years, subject to the review and approval of the cognizant agency for indirect costs. At the end of the four-year extension period, the non-Federal entity must negotiate a rate. This rate may be extended.

Certifications: Section 200.415 addresses certifications, which are required to be submitted with annual and final fiscal reports, vouchers for payment, and proposals to establish a cost allocation plan or indirect cost rate. Specific language is included acknowledging the statutory consequences of false certifications.

Special Considerations: Special considerations for states, local governments, and Indian tribes for identification and assignment of central service costs are included in §§200.416 and 200.417. Special considerations for institutions of higher education are covered in §§200.418 and 200.419.

General Provisions for Selected Items of Cost: General provisions for 56 selected items of cost are covered in §§200.420-200.475; this section uses language from three Circulars, A-21 (2 CFR part 220), A-87 (2 CFR part 225), and A-122 (2 CFR part 230). These principles apply whether a particular item is properly treated as either a direct or indirect cost. These selected items include two additions (§200.428, *Collections of Improper Payments*, and §200.440, *Exchange Rates*), some changed provisions (including the deletion of *Communications*, which OMB thought could be addressed through "Basic Considerations," §§200.402 – 200.411), and some clarifications.

- Audit Services: Any costs when audits required by the Single Audit Act have not been conducted or costs of auditing grantees or recipients that are not required to have a single audit are not allowable (§200.425). This provision was in OMB Circular A-133.
- Collections of Improper Payments: Costs of recipients to recover improper payments may be charged as direct or indirect, and may be used in accordance with cash management standards described in §200.305 (§200.428).
- Compensation – Personal Services: §200.430 requires non-Federal entities to maintain a strong system of internal controls over their records to justify costs of salaries and wages and provides additional flexibility in the processes they use to meet these standards.
- Conferences: Allowable conference costs paid by non-Federal entities must be necessary and reasonable for successful performance under the award and may include facilities rentals, speakers' fees, costs of meals and refreshments, local

transportation, and other incidental items, unless further restricted by the terms and conditions of the Federal award (§200.432).

- Contingency Provisions: Contingency definitions, allowances, and disallowances are set forth in §200.433.
- Fines, Penalties, Damages, and Other Settlements: Costs resulting from a recipient's violations of, alleged violations of, or failure to follow Federal, State, local, tribal, or foreign laws or regulations are unallowable (§200.441).
- Lobbying: The cost to influence activities associated with obtaining grants, contracts, cooperative agreements or loans is unallowable (§200.450).
- Organization Costs: Costs for items such as incorporation fees, attorneys, or accountants in connection with establishment or reorganization of an entity are unallowable except with prior approval of the Federal awarding agency (§200.455).
- Pre-award Costs: Are only allowable to the extent that they would have been approved if incurred after the date of the Federal award and only with prior approval of the Federal awarding agency (§200.458).

9. SUBPART F – AUDIT REQUIREMENTS: HIGHLIGHTS

Subpart F sets forth the standards for audits of non-Federal entities expending Federal awards.

Increased Audit Threshold: One of the significant changes is the raised threshold which requires a non-Federal entity to have a single or program-specific audit conducted for any year in which the non-Federal entity expends $750,000 or more (up from $500,000) (§200.501(a)).

Making Audits Publicly Available: Auditees must make copies of their audit available for public inspection, ensuring that protected personally identifiable information is not included. Audit reports must be submitted to the Federal Audit Clearinghouse (FAC) and all Federal agencies, pass-through entities, and others interested in an audit report must obtain it from the FAC. Indian tribes may opt out of authorizing the FAC to publish the reporting package on the Web, but are then responsible for providing the reporting package directly to any affected pass-through entities and also making it available for public inspection (§200.512(b)(2)).

Federal Agency Responsibilities: §200.513 requires Federal agencies, including HUD, to:

- Appoint a Single Audit Accountable Official (SAAO) and a Single Audit Liaison;
- Participate in a government-wide project to determine the quality of single audits;
- Use cooperative audit resolution mechanisms to improve Federal program outcomes through better audit resolution follow-up and corrective action; and
- Develop a baseline, metrics, and targets to track, over time, the effectiveness of the Federal agency's process to follow up on audit findings and the effectiveness of Single Audits in improving non-Federal agency accountability and their use in making award decisions.

Audits and GAGAS: Audits must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) (§200.514(a)).

Higher Threshold for Known Questioned Costs: The threshold for known questioned costs has been increased to $25,000 from $10,000. As before, in evaluating the effect of questioned costs on its opinion on compliance, the auditor must consider the best estimate of total costs questioned (likely questioned costs), not just the questioned costs specifically identified (known questioned costs). The higher threshold amount is also used in several related aspects of auditing (§200.516(a).

Major Program Determinations and Low-Risk Auditees: Changes have been made to the auditor's risk-based approach for determining which Federal programs are major programs (§200.518). Auditees that meet the criteria for a low-risk auditee are eligible for reduced audit coverage (§200.520).

Transition Guidance: To ensure the uniform application of the requirements of Subpart F for all Federal programs, the requirements will be effective for audits of fiscal years starting December 26, 2014, or later. These revised audit requirements are not applicable to fiscal years beginning before that date.

10. 2 CFR PART 200 APPENDICES: A BRIEF DESCRIPTION

2 CFR part 200 contains 11 Appendices, briefly described here:

- Appendix I: This Appendix provides the full text of the notice of funding opportunities as required by §200.203, along with application and submission information, application review information, Federal award administration information, and Federal awarding agency contact(s) requirements.

- Appendix II: This Appendix contains required contract provisions for all contracts made by a non-Federal entity under a Federal award. The description of each provision should be sufficient for a non-Federal entity to determine if the provision needs to be included in a specific contract.

- Appendix III: This Appendix provides criteria for identifying and computing indirect cost rates at institutions of higher education (IHEs).

- Appendix IV: This Appendix provides guidance for identifying and assigning indirect costs and making rate determinations for nonprofit organizations.

- Appendix V: This Appendix provides guidance on a process for state and local governments to identify and assign central service costs to benefitted activities on a reasonable and consistent basis.

- Appendix VI: This Appendix extends requirements by the Department of Health and Human Services (HHS) on developing, documenting, submitting, negotiating, and approving public assistance cost allocation plans to all Federal agencies whose

programs are administered by a state public assistance agency. (Most such programs are funded by HHS; few, if any, are funded by HUD.)

- Appendix VII: This Appendix provides guidance to state and local governments and Indian tribes on developing, submitting and documenting indirect cost rate proposals.
- Appendix VIII: This Appendix lists those nonprofit organizations that are exempted from the requirements of Subpart E, *Cost Principles*.
- Appendix IX: This Appendix makes clear that existing principles at 45 CFR Part 74 Appendix E, *Principles for Determining Cost Applicable to Research and Development under Grants and Contracts with Hospitals*, remains in effect until OMB implements revised guidance for hospitals.
- Appendix X: This Appendix states that the Data Collection Form SF-SAC for Single Audits is available on the Federal Audit Clearinghouse (FAC) website. The FAC website address http://harvester.census.gov/sac/, given in §200.36, *Federal Audit Clearinghouse (FAC)*, for accessing the FAC, was valid as of the issuance of this Notice.
- Appendix XI: This Appendix states that the audit compliance supplement for Single Audits cited by §200.21, *Compliance supplement*, is available on OMB's website, and provides an address (http://www.whitehouse.gov/omb/circulars) that was valid for accessing the supplement as of the issuance of this Notice.

11. GENERAL TRANSITION RULES

HUD's regulations adopting the requirements of 2 CFR part 200 for HUD programs were published in the Federal Register on December 19, 2014 (https://www.federalregister.gov/articles/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-and-budgets-uniform). Questions have been raised about the applicability of these requirements. The following applies:

- Federal awards made before December 26, 2014, will continue to be governed by the terms and conditions of the Federal award. The grant agreements for some HUD programs (e.g., Community Development Block Grant, HOME Investment Partnerships, Emergency Solutions Grants, Indian Housing Block Grants, Native Hawaiian Block Grants, Indian Community Development Block Grants) incorporate the regulations "as now in effect and as may be amended from time to time" and, therefore, 2 CFR part 200 will be applicable to these grants.
- New Federal awards made on or after December 26, 2014, are governed by 2 CFR part 200, including formula awards.

- For Federal agencies that consider incremental funding action on previously made awards to be opportunities to change award terms and conditions, 2 CFR part 200 applies to the first funding increment issued on or after December 26, 2014, and any subsequent funding increment. Awards made before then that have been modified on or after that date in ways that do not increase the funding amount (such as a no-cost extension, or more frequent reporting) will continue to be governed by the terms and conditions of the Federal award. As a result, 2 CFR part 200 will not apply to such awards unless there is another requirement that makes that part apply to them.
- For Federal agency incremental funding actions that are subject to 2 CFR part 200, non-Federal entities are not obligated to segregate or otherwise track old funds and new funds but may do so at their discretion. For example, a non-Federal entity may track the old funds and continue to apply the Federal award flexibilities to the funding awarded under the old rules (e.g., local ability to issue fixed price subawards, non-Federal entity determination of the need to incur administrative and clerical salaries based on major project classification).
- For Federal awards made with modified award terms and conditions at the time of incremental funding actions, Federal awarding agencies may apply 2 CFR part 200 to the entire Federal award that is uncommitted or unobligated as of the Federal award date of the first increment received on or after December 26, 2014.
- Existing negotiated indirect cost rates will remain in place until they are due to be re-negotiated. HUD and indirect cost negotiating agencies will use 2 CFR part 200, both in generating proposals and negotiating new rates (when the rate is due to be re-negotiated) for non-Federal entities' fiscal years that start on or after December 26, 2014.
- The effective date of 2 CFR part 200 for subawards is the same as the effective date of 2 CFR part 200 for the Federal award from which the subaward is made. The requirements for a subaward, no matter when made, flow from the requirements of the original Federal award from the Federal awarding agency.
- Subpart F, Audit requirements, applies to audits of non-Federal entity fiscal years beginning on or after December 26, 2014. The revised audit requirements are not applicable to fiscal years beginning before that date.

OMB provided additional guidance on the effective dates in its Frequently Asked Questions updated November 2014:

Q.110-13 (Previously Q II-2) Effective Dates and Federal Awards Made Previously

Will this apply only to awards made after the effective date, or does it apply to awards made earlier?

•Once the Uniform Guidance goes into effect for non-Federal entities, it will apply to Federal awards or funding increments after that date, in cases where the Federal agency considers funding increments to be an opportunity to modify the terms and conditions

of the Federal award. It will not retroactively change the terms and conditions for funds a non-Federal entity has already received.

•We would anticipate that for many of the changes, non-Federal entities with both old and new awards may make changes to their entity-wide policies (for example to payroll or procurement systems). Practically speaking, these changes would impact their existing/older awards. Non-Federal entities wishing to implement entity-wide system changes to comply with the Uniform Guidance after the effective date of December 26, 2014 will not be penalized for doing so.

12. CONFORMING PROGRAM REGULATIONS AND GUIDANCE

HUD will publish conforming rule changes for its programs and will provide notification of these changes when they are made. These changes will update the program regulations to revise the sections that refer to the OMB Circulars and HUD regulations in 24 CFR parts 84 and 85, as well as to reflect the provisions of 2 CFR part 200 that are not applicable because they are inconsistent with a program statute or because OMB has given an exception to specific requirements.

HUD recognizes that there may be uncertainty pending publication of the conforming program regulations. The provisions of 2 CFR part 200 apply, consistent with the exceptions given to the HUD program for requirements which are detailed in the 2013 edition of the Code of Federal Regulations in 2 CFR parts 215, 220, 225, and 230, 24 CFR parts 84 and 85, and OMB Circulars. HUD will notify recipients through program regulations, grants or cooperative agreements, or other guidance, which subparts are applicable to specific programs.[3]

13. ADDITIONAL RESOURCE MATERIALS

Grant recipients are strongly encouraged to review this information to obtain a better understanding of the uniform guidance and its implications for their Federal awards. The Council on Financial Assistance Reform (COFAR) has provided additional tools to assist in the transition including:

a. Frequently Asked Questions for New Uniform Guidance at 2 CFR 200: The FAQ For 2 CFR 200 (https://cfo.gov/wp-content/uploads/2014/11/2014-11-26-Frequently-Asked-Questions.pdf).

b. Uniform Guidance Crosswalk from Existing Guidance to Final Guidance: http://www.whitehouse.gov/sites/default/files/omb/fedreg/2013/uniform-guidance-crosswalk-from-predominate-source-in-existing-guidance.pdf.

[3] Separate guidance will be issued as necessary to identity and clarify whether all provisions of part 200 apply to the Section 8 project-based and tenant-based programs, particularly with respect to financial management concerns and alternative requirements. This guidance will be based, in part, on the treatment of this assistance in CMS Contract Management Services et al v. Massachusetts Housing Finance Agency v. United States for which the Solicitor General has sought certiorari from the Supreme Court (745 F.3d 1379 (Fed. Cir. 2014)).

c. COFAR Webcast Trainings & Slides:

i. Uniform Guidance 1-27-14 Training Webcast
COFAR Training Intro 1-27-14
http://youtu.be/SOET4b-7my8

ii. COFAR Training Administrative Requirements 1-27-14
http://youtu.be/BP3l3PjI1JQ
Link to the Training Webcast Presentation Slides
COFAR Training Administrative Requirements 1-27-14 Slides
https://cfo.gov/wp-content/uploads/2014/01/COFAR-Uniform-Guidance-Training-Administrative-Requirements-Public.pptx

iii. COFAR Training Cost Principles 1-27-14
http://youtu.be/q0rWXdy2ICM
Link to the Training Webcast Presentation Slides
COFAR Training Cost Principles 1-27-14 Slides
https://cfo.gov/wp-content/uploads/2014/01/COFAR-Uniform-Guidance-Training-Cost-Principles-Public.pptx

iv. COFAR Training Audit Requirements 1-27-14
http://youtu.be/g-U8HGbbC-Y
Link to the Training Webcast Presentation Slides
COFAR Training Audit Requirements 1-27-14 Slides
https://cfo.gov/wp-content/uploads/2014/01/COFAR-Uniform-Guidance-Audit-Requirements-Public.pptx

v. Uniform Guidance Implementation: A Conversation Presented by the Council on Financial Assistance Reform; October 2, 2014
https://www.youtube.com/channel/UCL7wVVxWl4pRHL6cHgj0vVQ/videos

14. UPCOMING TRAINING AND ADDITIONAL GUIDANCE

Additional upcoming training and/or guidance by COFAR will be publicized on its website; recipients of Federal financial assistance, and their subrecipients and contractors, are encouraged to periodically check https://cfo.gov/cofar/. HUD is also planning program-specific guidance and additional training, including an on-line financial management curriculum that integrates and highlights the requirements of 2 CFR part 200, and will provide notification of such when developed. In addition, we have established an internal Frequently Asked Questions (FAQ) Outlook mailbox in the Grants Management and Oversight Division of the Office of Strategic Planning and Management to which HUD employees may address implementation questions. Questions can be sent to the email address: **2 CFR 200 Administrative Requirements@hud.gov.**

15. CONTACTS FOR QUESTIONS

Questions from grant recipients, subrecipients and contractors should be directed to their HUD Headquarters or Field Office contacts, Government Technical Representatives (GTRs) or Government Technical Monitors (GTMs).

For HUD Headquarters and field office staff, operational questions should be directed to the Office of Strategic Planning and Management's Grants Management and Oversight Division at (202) 402-3964 (this is not a toll-free number), or Loyd.LaMois@hud.gov, and policy questions should be directed to the Office of the Chief Financial Officer's Financial Policy & Procedures Division at (202) 402-2277 or Scott.Moore@hud.gov. Persons with hearing or speech impairments may access the number above through TTY by calling the toll-free Federal Relay Services at (800) 877-8339.

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Appendix V to Part 200—State/Local Government Central Service Cost Allocation Plans
Appendix VI to Part 200—Public Assistance Cost Allocation Plans
Appendix VII to Part 220—States and Local Government and Indian Tribe Indirect Cost Proposals
Appendix VIII to Part 200—Nonprofit Organizations Exempted From Subpart E—Cost Principles of Part 200
Appendix IX to Part 200—Hospital Cost Principles
Appendix X to Part 200—Data Collection Form (Form SF–SAC)
Appendix XI to Part 200—Compliance Supplement

INCOME LIMITS

EXHIBIT "D"

EXHIBIT D
INCOME LIMITS

(See attached)

CITY OF GLENDALE
Community Revitalization

CDBG, ESG, HOME, NSP & NSP 3 PROGRAMS

2015 Program Income Limits

Household Size	Median Income ($)	30% of Median Income ($)	50% of Median Income ($)	60% of Median Income ($)	80% of Median Income ($)	120% of Median Income ($)
1 Person	64,000	13,450	22,400	26,880	35,850	53,800
2 Persons		15,400	25,600	30,720	41,000	61,450
3 Persons		17,300	28,800	34,560	46,100	69,150
4 Persons		19,200	32,000	38,400	51,200	76,800
5 Persons		20,750	34,600	41,520	55,300	82,950
6 Persons		22,300	37,150	44,580	59,400	89,100
7 Persons		23,850	39,700	47,640	63,500	95,250
8 Persons		25,350	42,250	50,700	67,600	101,400

Note: CDBG, ESG, and HOME Programs are limited to 80% Annual Median Income.
NSP & NSP 3 Programs are limited to 120% Annual Median Income.

Household Income Limits/Annual Gross Wages
(Revised per HUD 6/2/15)

ADDITIONAL REQUIREMENTS

EXHIBIT "E"

EXHIBIT E
ADDITIONAL REQUIREMENTS

See attached requirements:

1. Procurement
2. Disputes/Grievance Procedure
3. Right to Refuse Assistance

PROCUREMENT

1. The Agency agrees to comply with federal procurement requirements and the City's procurement code for all expenditures of funds. Below is an overview of the procurement requirements.

    1.1 Purchases over $50,000 must be publicly bid.

    1.2 Purchases between $10,001 and $50,000 must follow competitive purchasing procedures based on written quotations.

    1.3 Purchases of $5,000 to $10,000, whenever practical, must be based on oral quotations, with file documentation of vendors contacted and quotations received.

    1.4 Purchases under $5,000 do not require written or oral quotations.

    1.5 Expenditures for employee salaries or items such as client subsidies would not generally be subject to procurement requirements. (Such items do not generally constitute purchases.)

2. The Agency agrees to adopt a written procurement policy that, at a minimum, complies with the above procurement requirements, and to follow accounting procedures that will assure compliance with federal and city procurement codes.

3. The Agency further agrees to retain sufficient supporting documentation to demonstrate compliance with these requirements. Examples include, but are not limited, to the following:

    3.1 Copies of bid documents;

    3.2 Written quotations; and

    3.3 Evidence of oral quotations.

###

DISPUTES/GRIEVANCE PROCEDURE

1. The Agency agrees to negotiate and resolve any disputes in the delivery of activities stated herein and will inform the City in writing of such negotiations and resolutions.
2. In the event the issue is not resolved, the City will confer with all parties to understand the issue, if appropriate, offer guidance, and try and reach an amicable solution.

###

RIGHT TO REFUSE ASSISTANCE

The City reserves the right to refuse, terminate, or suspend assistance or accounts to an individual, company, or agency, if the City believes that conduct or actions violate applicable law, is harmful to the interests of the City of Glendale and its affiliates, or meets the criteria covered under City's Right to Refuse Assistance Policy. Legal counsel will be consulted before such action is undertaken, unless an emergency exists.

###

INSURANCE CERTIFICATE

EXHIBIT "F"

EXHIBIT F
INSURANCE CERTIFICATE

The Certificate of Insurance will contain the following information:

Item One:

A. Commercial General Liability coverage with limits not less than $1 million per occurrence, $100,000 for property damage liability, and $2 million aggregate.

B. Unless a sole proprietorship, Agency shall carry Arizona Statutory Workers Compensation and Employers' Liability coverage.

Item Two: City of Glendale will be named Certificate Holder.

Item Three: City of Glendale will be named as "additional insured."

Item Four: The Certificate of Insurance will provide a 30-day notice to the City of Glendale for cancellation, non-renewal, or material change and must be an "occurrence," not a "claims made" policy.

Item Five: General Requirement for the Insuring Company:

A. The insurance company underwriting the policy will have a Best Rating of B++ or better. Please request that your insurance provider supply some form of verification of the best rating of B++ or better.

B. The insurance company underwriting the policy will **be licensed in the State of Arizona**.

C. If the Certificate of Insurance contains a section page which notes: "Important, if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)." Insurance Certificates containing this clause will not be accepted without an **"endorsement" stating, "the City of Glendale is included as an 'additional insured' on the policy."**

###

Client#: 879501 HABITFOR5

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2016

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

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

PRODUCER
USI Insurance Services LLC
2375 E. Camelback Rd, Suite 250
Phoenix, AZ 85016

RECEIVED DEC 27 2016 BY: JC

CONTACT NAME: Lori Spelde
PHONE (A/C, No, Ext): 602-374-1306 FAX (A/C, No):
E-MAIL ADDRESS: phx.certificates@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CopperPoint Mutual Insurance Co	14216
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Habitat for Humanity
115 E. Watkins
Phoenix, AZ 85004

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1010642	01/01/2017	01/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Informational Purposes Only.

CERTIFICATE HOLDER

City of Glendale : Attn:
Community Revitalization
5850 West Glendale Avenue, Suite 107
Glendale, AZ 85301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
William W. Belcher

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LIEN DOCUMENTS

EXHIBIT "G"

EXHIBIT G
LIEN DOCUMENTS

(See attached)

When recorded mail to:

CITY OF GLENDALE
COMMUNITY REVITALIZATION
5850 WEST GLENDALE AVENUE
GLENDALE, ARIZONA 85301

NOTICE OF ASSESSMENT AND CLAIM OF LIEN

Notice is hereby given of assessment by the City of Glendale upon certain real property located within the City of Glendale, Arizona, in the amount of _____ and /100 ($, .) for the time period of 5 years (____, 20 to _____, 20) for participating in the EMERGENCY HOME REPAIR Program.

The property upon which the assessment and claim of lien is made as if more fully described as follows:

OWNER OF RECORD AS OF THE RECORDING DATE:
LEGAL DESCRIPTION:
PARCEL NUMBER:
ADDRESS OF PROPERTY:

This document creates a five-year affordability lien in the amount of _____ and /100 ($, .), on a no interest-bearing basis. On each anniversary date hereof, 1/5th of the amount set forth in this section shall be credited against the principal sum of this assessment for each full year, after the date of this note, that the applicant(s) occupy as their principal place of residency, the real property which is the subject of the Notice of Assessment and Claim of Lien that secures this lien.

_____
Agent for the City of Glendale

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__, on behalf of the City of Glendale.

_____
Notary Public

My Commission Expires:

_____

CERTIFICATIONS

EXHIBIT "H"

EXHIBIT H
CERTIFICATIONS

See attached Certifications:

1. Policy of Nondiscrimination on the Basis of Disability.
2. Section 319 of Public Law 101-121.
3. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.
4. Drug-Free Workplace.

###

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The undersigned representative agrees, on behalf of Client, to have or adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy will state that the Agency does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

Signature _____ Date 11-14-16

SECTION 319 OF PUBLIC LAW 101-121

The Undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all agencies will certify and disclose accordingly.

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

Signature

11-14-16
Date

CONTRACTING WITH SMALL AND MINORITY FIRMS,

WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

1. It is a national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps will include the following:

   1.1 Qualified small and minority businesses on solicitation lists.

   1.2 Assuring that small and minority businesses are solicited whenever they are potential sources, and to the greatest extent possible that these businesses are located within the metropolitan area.

   1.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

   1.4 Where the requirement permits, establish delivery schedules which will encourage participation by small minority businesses.

   1.5 Using the services and assistance of the Small Business Administration, and the Office of Minority Business Enterprises of the Department of Commerce and the Community Services Administration as required.

   1.6 If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in §§ 1.1 through 1.5. Grantees will take similar appropriate action in support of women's enterprises.

   1.7 To the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the metropolitan area.

2. The above-described equal opportunity requirements are obligations of the City of Glendale because federal funds are being utilized to finance the Project to which this Project pertains.

3. In executing any contract, the Agency agrees to comply with the requirements and to provide appropriate documentation at the request of the City.

Signature _____ Date 11-14-16

DRUG-FREE WORKPLACE

The Agency certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees about:

   2.1 The dangers of drug abuse in the workplace;

   2.2 The Agency's policy of maintaining a drug-free workplace;

   2.3 Any available drug counseling, rehabilitation and employee assistance programs; and

   2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:

   4.1 Abide by the terms of the statement; and

   4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the City in writing, within ten calendar days after receiving notice under paragraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4.2, with respect to any employee who is so convicted:

   6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health requirements, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above-described paragraphs.

Signature

11-14-16
Date

File #: 17-026, **Version:** 1

RESOLUTION NO. R17-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY, HUMAN SERVICES DEPARTMENT, CONCERNING THE CITY OF GLENDALE'S HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM.

Staff Contact: Elaine Adamczyk, Interim 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 City Manager to enter into Amendment No. 2 to the Intergovernmental Agreement (IGA) C-9629-1 between the City of Glendale and the Maricopa County Human Services Department, as the lead agency for the Maricopa HOME Consortium, for Fiscal Year (FY) 2014/15 Home Investment Partnerships Program (HOME) funds; extending the IGA until June 30, 2018.

Background

The Maricopa HOME Consortium was established in 1993 for the purpose of receiving HOME funds from the U.S. Department of Housing and Urban Development (HUD). Since 1993, the City has received a total of approximately $15,300,000 in HOME monies for new housing construction and redevelopment, all of which has been reinvested in older neighborhoods. The City of Glendale, as a member of the Maricopa HOME Consortium, was allocated $512,309 in FY 2014/15 HOME funds for the purpose of providing affordable housing to Glendale residents. Additional HOME funds in the amount of $200,000 were added to the original allocation in FY2015/16.

Of this amount, approximately $495,582 is remaining and the extension of this this IGA will allow Glendale to continue providing housing rehabilitation services to Glendale homeowners, and partner with agencies such as Habitat for Humanity Central Arizona, to provide affordable infill housing in our neighborhoods until June 30, 2018.

Analysis

The HOME program provides funding for homebuyer activities and rehabilitation of affordable housing, whether it is rental or owner-occupied, to our low to moderate income residents. Through our partnership with various nonprofit agencies, the City has rehabilitated over 150 qualified single family homes, provided down payment assistance and constructed over 85 new homes since becoming a member of the Maricopa HOME Consortium. The County, as the lead agency, provides 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

Upon recommendation by the Community Development Advisory Committee (CDAC), on May 13, 2014 Council approved the FY 2014/15 Annual Action Plan that included the HOME funds received by the City through the Maricopa HOME Consortium. On June 23, 2015 the Council conducted a public hearing and approved Resolution 4971 amending the City's FY 2014/15 Annual Action Plan to accept an additional $200,000 in HOME funds from the Maricopa HOME Consortium.

Community Benefit/Public Involvement

The goal of the HOME program is to expand the supply of decent, safe, sanitary and affordable housing for low to moderate income households in Glendale. This contract has been previously recommended by the CDAC and subsequently approved by the City Council.

Budget and Financial Impacts

The HOME program requires a 25 percent match from non-federal funds. For FY 2014/15 HOME projects administered by the City, an annual match allocation of $31,888 was budgeted in the Community Revitalization Division General Funds budget. Outside agencies that apply and are awarded HOME funds through the City's annual grant application process are required to provide their own 25 percent match funds. As this is a federally-funded program, there are no impacts to the City General Fund.

Cost	Fund-Department-Account
$712,309	1300-30001-518200, HOME Investment Partnership Program
$31,888	1000-15010-518200, HOME Grant Match

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. R17-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY, HUMAN SERVICES DEPARTMENT, CONCERNING THE CITY OF GLENDALE'S HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, concerning the City of Glendale's HOME Investment Partnership (HOME) Program to be effective as of July 1, 2014 (C-9629); and

WHEREAS, the City of Glendale and Maricopa County entered into Amendment No. 1 (C-9629-1), amending the scope of work and funding; and

WHEREAS, the City of Glendale and Maricopa County wish to further extend the expiration date of said agreement to June 30, 2018.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 2 to the Intergovernmental Agreement with the Maricopa County, Human Services Department, concerning the City of Glendale's HOME Investment Partnership (HOME) Program be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 14th day of February, 2017.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Kevin R. Phelps, City Manager

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF GLENDALE

I. Maricopa County ("County") by and through the Maricopa County Human Services Department and the City of Glendale ("City") entered into a financial Intergovernmental Agreement ("IGA" or "Agreement") on or about January 21, 2015. The Agreement effective date is July 1, 2014 through January 29, 2017. The County provided the City $712,309 HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development (HUD) to assist eligible low income homeowners with housing rehabilitation which may include replacement of mechanical, electrical and plumbing systems that will bring homes up to current building codes and to assist low income homebuyers through affordable single family new construction and homebuyer assistance. The County and the City may be referred to individually as "Party" or collectively as "Parties."

II. The Parties executed Amendment No. 1 on or about July 8, 2015 amending the scope of work and funding.

III. The Parties wish to amend the Agreement as follows:

A. Extend the contract termination date of the Agreement from January 29, 2017 to June 30, 2018. Extending the contract termination date of the Agreement will provide the City with additional time to complete the previously approved scope of work. By doing so, the Parties also agree that all work performed or costs incurred or expended under the previously approved scope of work remain reimbursable under the terms of the Agreement.

IV. This agreement is subject to A.R.S. §38-511. The foregoing paragraphs, contain all the changes made by this Amendment. All other terms and conditions of the original agreement remain the same and in full force and effect as approved and amended.

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:
CITY OF GLENDALE

_____

Date: _____

Attested To:

_____

City Clerk

APPROVED BY:
MARICOPA COUNTY

_____
Clint Hickman, Chairman

Date: _____

Attested To:

_____

Fran McCarroll, Clerk of the Board

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, AND, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY HAS DETERMINED THAT THIS AGREEMENT IS IN PROPER FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

CITY OF GLENDALE

BY: _____
City Attorney

Date: _____

MARICOPA COUNTY

BY: _____
Deputy County Attorney

Date: _____

File #: 17-030, **Version:** 1

RESOLUTION NO. R17-11

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF PROJECT FUNDS FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0006063-I) FOR THE GLENDALE SRTS SUPPORT PROGRAM FY17 IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) for acceptance and expenditure of Federal grant funds for the safe routes to school support program, in an amount of $45,811.

Background

The Manual on Uniform Traffic Control Devices (MUTCD) requests that the community take responsibility for developing an effective school pedestrian safety program with schools, parents and local authorities. The city of Glendale currently has Safe Route to School (SRTS) maps on file for all of its public K-8 schools. The plans consist of a street map, per district established boundaries, showing the location of the school and the routes to be used by the students to and from the school. SRTS is designed to provide a maximum of protection for children by taking advantage of existing traffic controls.

Analysis

This IGA will provide for federal funds to procure crossing guard apparel (hats, type 2 safety vests, and stop paddles), updated bike rodeo signage, and helmets for bike rodeo participants. The amount of federal aid funds provided will not exceed $43,811 and will require a $2,000 local match.

Previous Related Council Action

On March 22, 2016, City Council authorized entering into an IGA with ADOT for federal funds to update SRTS maps as part of the SRTS program in an amount of $79,900.

Community Benefit/Public Involvement

Implementation of a successful Safe Routes to School program require a team of individuals who have a stake

in the safety and health of school children to participate collectively to carry out strategies of a comprehensive program. The procured items will be helpful in increasing crossing guards' visibility and in teaching children how to ride a bike safely to and from school.

Budget and Financial Impacts

Local match funds are available in the Fiscal Year 2016-17 Public Works Operating and Maintenance Budget. Expenditures for the local match will not exceed $2,000.

Cost	Fund-Department-Account
$2,000	**1660-16520-524400, Transportation Education**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. R17-11

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF PROJECT FUNDS FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0006063-I) FOR THE GLENDALE SRTS SUPPORT PROGRAM FY17 IN THE CITY OF GLENDALE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the Arizona Department of Transportation and City of Glendale for the Glendale SRTS Support Program FY17 (IGA/JPA 16-0006063-I) 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 Council of Glendale authorizes expenditure of said Project funds for the Glendale SRTS Support Program FY17 (IGA/JPA 16-0006063-I)

SECTION 3. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 14th day of February, 2017.

_____
Mayor Jerry P.Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Kevin R. Phelps, City Manager

ADOT CAR No.: IGA /JPA 16-0006063-I
AG Contract No.: P001 2016004983
Project Name: Glendale SRTS Support Program FY17
Project Location: Various
Federal-aid No.: GLN-0(258)T
ADOT Project No.: T010101D 01X
TIP/STIP No.:
CFDA No.: 20.205 Highway Planning and Construction
Budget Source Item No.: HSIP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, 2017, 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 resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The Safe Routes to School Program (SRTS) was established in August 2005 as part of SAFETEA-LU, Section 1404 of this legislation provides funding (for the first time) for State Departments of Transportation to create and administer SRTS programs. This is a one-school-year non-infrastructure project in which the recipient has eighteen (18) to twenty-four (24) months to expend the funds, unless otherwise specified. The State and the City have identified programs within the City as eligible for this funding.

4. The purpose of this Agreement between the State and the City is to allow the State to acquire federal funds for the implementation of various educational safety programs, the "Project". The Project will include updating crossing guard apparel (hats, type 2 vests and stop paddles), update bike rodeo signage for real-world bicycling skills simulating actual traffic conditions cyclists encounter when riding their bike in a safe atmosphere and provide bike rodeo participants with a fitted bike helmet. The total project cost has been approved for **$46,459.00** .

The City will procure supplies or services following the State procurement process or utilizing an established ADOT procurement contract.

5. The Project has been submitted to the State and Federal Highway Administration (FHWA) for their approval.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.

   b. Execute this Agreement, and prior to performing or authorizing any work, invoice the City for the initial PMDR costs, estimated at **$2,000.00** If actual PMDR costs exceed the estimate during the development of design, notify the City and obtain concurrence prior to continuing with the development of design. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

   c. Review and approve the SRTS application submitted by the City. Verify the City demonstrates the ability to meet the SRTS requirements and provide an environmental review.

   d. Within 30 days of receipt of a Progress Payment Report (Exhibit A), reimburse the City for eligible costs incurred not to exceed **$43,811.00** Any costs incurred prior to the date of the official SRTS Notice to Proceed will not be eligible for reimbursement. Any reimbursements shall be submitted and will be processed at the prorated percentage of 94.3% up to the total amount of federal funds programmed for the project **$43,811.00.**

   e. Continuously evaluate the City's program based on the regular submittal of evaluation data and the number of participating students. Should either of these not be met, the State SRTS Project Coordinator maintains the right to discontinue the award.

2. The City will:

   a. Designate the State as the City's authorized agent for the Project.

   b. Within 30 days of receipt of an invoice from the State, pay the initial PMDR costs, estimated at **$2,000.00**. Agree to be responsible for actual PMDR costs, if during the development of design, PMDR costs exceed the initial estimate. Be responsible for any difference between the estimated and actual PMDR and design costs of the Project.

c. After receipt of the State's environmental review and the official SRTS Notice to proceed, begin SRTS Program and activities.

d. On a monthly or quarterly basis, complete and submit a Progress Payment Report (Exhibit A), and all documentation necessary for reimbursement of eligible costs incurred not to exceed **$43,811.00**. Any costs incurred prior to the date of the official SRTS Notice to Proceed will not be eligible for reimbursement. Any reimbursements shall be submitted and will be processed at the prorated percentage of 94.3% up to the total amount of federal funds programmed for the project **$43,811.00.**

e. Communicate regularly with the Transportation Alternatives Program (TAP) coordinator, based within ADOT's Local Public Agency (LPA) Section.

f. Twice a year, once during the fall school semester and once during the spring school semester, conduct surveys of participating classes by using the "Student Travel Tally" sheet. Obtain this form by using the "Data Central" tab and then "Data Collection Forms" from the National Center for Safe Routes to School (NCSRTS) on-line web-site at (www.saferoutesinfo.org). Complete one form for each participating class. Then, enter this data into the NCSRTS database by first creating an account at www.saferoutesdata.org and following the instructions.

g. Submit the cover/front page of the NCSRTS output as verification of surveys and the page entitled "Evaluation - Semi-Annual Data" as documentation for reimbursements to be processed to the State's SRTS Program Coordinator.

h. On a semi-annual basis, along with the reimbursement request and data verification, submit a report, no more than one page in length, of your program's progress.

i. Use the funds in a timely manner. The State SRTS Program Coordinator has the right to discontinue reimbursements if sufficient progress has not been made.

j. Should the City fail to provide the submittal of evaluation data and the number of participating students on a regular basis, the State's SRTS Program Coordinator maintains the right to discontinue the award.

k. At Project completion, before the final reimbursement request is submitted, complete and submit the Project Close-Out Evaluation Form.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. This Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to

the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete the Project.

2. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City , its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

3. The cost of work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that the actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend $500,000.00 or more (prior to 12/26/14) and $750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

15. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:
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: Kiran Guntupalli
6210 West Myrtle, Ste. 112
Glendale, Arizona 85031
(623) 930-2951
(623) 930-2940 Fax
kguntupalli@glendaleaz.com

For Project Administration:

Arizona Department of Transportation
Local Public Agency
1615 E Jackson St.
Phoenix, AZ 85007

City of Glendale
Attn: Kiran Guntupalli
6210 West Myrtle, Ste. 112
Glendale, Arizona 85031
(623) 930-2951
(623) 930-2940 Fax
kguntupalli@glendaleaz.com

For Financial Administration:

Arizona Department of Transportation
Local Public Agency
1615 E Jackson St.
Phoenix, AZ 85007

City of Glendale
Attn: Kiran Guntupalli
6210 West Myrtle, Ste. 112
Glendale, Arizona 85031
(623) 930-2951
(623) 930-2940 Fax
kguntupalli@glendaleaz.com

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this 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 _____
KEVIN R. PHELPS
City Manager

ATTEST:

By _____
JULIE K. BOWER
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
STEVE BOSCHEN, P.E.
Division Director

IGA/JPA 16-0006063-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 _____ day of _____, 2017.

_____

City Attorney

EXHIBIT A

ARIZONA DEPARTMENT OF TRANSPORTATION

PROGRESS PAYMENT REPORT

Report No. 1			**JPA**
		PROGRESS	
Item No.		**FINAL**	
Federal-aid No.			
ADOT Project No.			
Name of Project			
Name of Vendor			
REMIT PAYMENT TO:			
Date Started	Estimated Completion Date: On Going	% Billed	% Complete

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION	Hours	**CONTRACT AMOUNT**	Previous Accumulative Amount	Current Month	Accumulative Amount
	PER JPA					
	See Attached					$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00

Submitted By:	***SEE ATTACHED***	Date:	Total: To: Date:	$0.00
Approved By:		Date:	Total: Previous: Report:	$0.00
Accepted By:	ADOT Project Manager	Date:	Current: Report:	**$0.00**
	ADOT Joint Project Administration - ***approved to form***			

CONT-MASTR-PR-FORMAT 6/2/02

File #: 17-031, **Version:** 1

RESOLUTION NO. R17-12

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0006250-I) FOR DESIGN OF THE FLASHING YELLOW ARROWS PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for acceptance of Federal Highway Safety Improvement Program (HSIP) grant funds for an infrastructure related safety improvement project.

Background

The National Cooperative Highway Research Program (NCHRP) Report 493 has documented that Flashing Yellow Arrow (FYA) operation is safer and more effective than the simple circular green light and other signals at conveying to drivers that they need to yield before turning left. In 2015, the city entered into a Professional Services Agreement with Dibble Engineering to analyze signalized intersections and develop a strategy to implement flashing yellow areas.

A prioritized list of 45 intersections was developed for implementation in three phases. Phase I was funded through an IGA with ADOT in 2016 for 12 locations. Phase II includes the installation of FYA improvements at 11 locations funded through the Transportation Operating Budget. Both Phases are currently in progress.

Phase III is currently unfunded for FYA installation at the remaining 22 locations.

Analysis

This IGA with ADOT will allow the state to advertise, bid, and award the design of Flashing Yellow Arrow improvements at 22 locations within the City of Glendale utilizing $288,000 in HSIP grant funds with a local match of $34,515.

The intersections to be improved in Phase III are listed below:

- Litchfield Rd & Glendale Ave
- 51st Ave & Camelback Rd
- 59th Ave & Greenway Rd
- 59th Ave & Camelback Rd

- 67th Ave & Union Hills Rd
- 75th Ave & Union Hills Rd
- 67th Ave & Thunderbird Rd
- 59th Ave & Deer Valley Rd
- 67th Ave & Peoria Ave
- 99th Ave & Camelback Rd
- 83rd Ave & Glendale Ave
- 99th Ave & Glendale Ave
- 67th Ave & Cactus Rd
- 59th Ave & Cactus Rd
- 67th Ave & Camelback Rd
- 83rd Ave & Camelback Rd
- 67th Ave & Bethany Home Rd
- 75th Ave & Camelback Rd
- 75th Ave & Bethany Home Rd
- 67th Ave & Greenway Rd
- 91st Ave & Camelback Rd
- Glen Harbor Blvd & Glendale Ave

Previous Related Council Action

On April 12, 2016, Council authorized entering into an IGA with ADOT, Contract No. C-10791, for Phase I design and construction of FYA at 12 intersections.

On May 12, 2015, Council approved a Professional Services Agreement with Dibble Engineering, Contract No. C-9970, to conduct a study to evaluate and prioritize intersections for Flashing Yellow Arrow installation.

Community Benefit/Public Involvement

According to the NCHRP study, the installation of flashing yellow arrows at signalized locations will enhance safety and improve operations.

Budget and Financial Impacts

The total design cost for the project is estimated at $322,515.00. Federal grant aid funding of $288,000 will require a local match of $34,515. Funding is available in the Fiscal Year 2016-17 Traffic Mitigation Budget.

While staff does not anticipate additional project costs, should this project exceed the estimate outlined in the IGA, the City will be responsible for the additional costs. Since the funds listed in the IGA are estimates, staff requests flexibility in spending up to 10 percent of the total project cost in additional funds for design and construction cost overruns.

Funds to maintain the FYAs and associated improvements are available in the FY 2017-18 Traffic Signals, and Signs and Markings Operating Budgets, contingent upon Council budget approval. Costs are estimated at approximately $2,200 annually.

Cost	Fund-Department-Account
$34,515	**1660-16580-518200, Traffic Mitigation**
$2,000	**1340-16810-513600, Traffic Signals**
$200	**1340-16820-524400, Signs and Markings**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

RESOLUTION NO. R17-12

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0006250-I) FOR DESIGN OF THE FLASHING YELLOW ARROWS PROJECT IN THE CITY OF GLENDALE.

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

SECTION 1. That That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the Arizona Department of Transportation and City of Glendale for design of the Flashing Yellow Arrows Project (IGA/JPA 16-0006250-I) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver 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 14th day of February, 2017.

_____
Mayor Jerry P.Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Kevin R. Phelps, City Manager

ADOT CAR No.: IGA /JPA 16-0006250-I
AG Contract No.: P001 2016 004984
Project Location/Name: Various Locations - City of Glendale FYA Phase III
Type of Work: System Enhancement (Traffic Management & Engineering)
Federal-aid No.: GLN-0(259)T
ADOT Project No.: T0119 01D
TIP/STIP No.: GLN19-401 & GLN20-401
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: HSIP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" 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 resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The improvements proposed in this Agreement, include the conversion of left-turn movements at signalized arterial-arterial intersections to flashing yellow arrow (FYA) operation and geometric modifications at some locations to create positive median offsets and installation of 3" retroreflective tape on all signal back plates, (the "Project"). The State will advertise, bid and award the design phase of the Project.

4. The City, in order to obtain federal funds for the design 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.

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State will be the designated agent for the City for the Project, if the Project is approved by FHWA and funding for the Project is available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.

6. The Parties shall perform their responsibilities consistent with this Agreement; 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 of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are detailed in the attached Exhibit A (Cost Estimate).

8. The Parties acknowledge that the final Project design costs may exceed the initial estimate(s) identified in Exhibit A, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project design cost estimate is less than the initial estimate, the difference between the final design cost estimate and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the estimated Project design cost amount

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.

   b. Execute this Agreement, and prior to performing or authorizing any work, invoice the City for the City's share of the Project design costs, estimated at **$34,515.00**. If actual PMDR costs exceed the estimate during the development of design, notify the City and obtain concurrence prior to continuing with the development of design. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

   c. After receipt of the City's estimated share of the Project design costs, on behalf of the City, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the City, as appropriate; and review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Such work may consist of, but is not specifically limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right-of-way related activities; preparation of

reports, design plans, maps, specifications and cost estimates and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. With FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

e. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

2. The City will:

a. Designate the State as the City's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, pay the City's share of Project design costs, estimated at **$34,515.00**. Agree to be responsible for actual PMDR costs, if during the development of design, PMDR costs exceed the initial estimate. Be responsible for any difference between the estimated and actual PMDR and design costs of the Project.

c. Review design plans, specifications, cost estimates and other such documents 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. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are 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 30 days of receipt of an invoice from the State.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any 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, 9.06 Monitoring Process and 9.07 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.

f. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

g. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

h. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any City requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

2. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the “State”) from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the “Claims”), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City’s obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State’s ownership or possession of land. The City’s obligations under this paragraph shall survive the termination of this Agreement.

3. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.

4. The cost of scoping and design work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

5. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

6. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.

7. 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.

8. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend $750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

   ADOT – FMS
   Attn: Cost Accounting Administrator
   206 S 17th Ave. Mail Drop 204B
   Phoenix, AZ 85007
   SingleAudit@azdot.gov

9. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

10. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

11. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

12. 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 in this Agreement by reference regarding "Non-Discrimination".

13. 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.

14. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

15. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

16. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

17. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

18. 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:

For Agreement Administration:

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: Javier F Gurrola
6210 West Myrtle, Ste. 112
Glendale, Arizona 85031
(623) 930-2925
jgurrola@glendaleaz.com

For Project Administration:

Arizona Department of Transportation
Local Public Agency
1615 E Jackson St.
Phoenix, AZ 85007

City of Glendale
Attn: Javier F Gurrola
6210 West Myrtle, Ste. 112
Glendale, Arizona 85031
(623) 930-2925
jgurrola@glendaleaz.com

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, Arizona 85007

City of Glendale
Attn: Vicki Rios
6211 West Myrtle, Ste. 112
Glendale, Arizona 85031
(623) 930-2480
vrios@glendaleaz.com

19. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this 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 _____
KEVIN R. PHELPS
City Manager

ATTEST:

By _____
JULIE K. BOWER
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
STEVE BOSCHEN, P.E.
Division Director

IGA/JPA 16-0006250-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 _____ day of _____, 2017.

_____

City Attorney

JPA/IGA 16-0006250-I
EXHIBIT A
Cost Estimate

The federal funds will be used for the scoping and design of the Project. The estimated Project costs are as follows:

T0119 01D (scoping/design):

Federal-aid funds @ 94.3% (capped)	$ 288,000.00
City's match @ 5.7%	$ 17,408.00
City's contribution @ 100%	$ 17,107.00
Estimated TOTAL Project Design Cost*	**$ 322,515.00**
Total Estimated City Funds	**$ 34,515.00**
Total Federal Funds	**$ 288,000.00**

* (Includes ADOT Project Management & Design Review (PMDR) Costs)

File #: 17-009, **Version:** 1

REAPPOINTMENT OF CITY JUDGE MANUEL DELGADO
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Purpose and Recommended Action

This is a request for the City Council to reappoint City Judge Manuel Delgado to a four-year term. His current term expires March 25, 2017.

Background

Judge Manuel Delgado has served as City Judge in Glendale since 2013 and is eligible for reappointment to a four-year term. The Judicial Selection Advisory Board unanimously recommends Judge Delgado's reappointment based on the results of his reappointment interview, letters of recommendation received on his behalf, confidential survey results conducted by a private research firm, and other reappointment materials.

Analysis

The appointment and reappointment of City Judges is outlined in both the City Charter and the Glendale City Code as follows:

City Charter - Article XI - Sec. 4
The presiding officer of the city court shall be a city judge, who shall be appointed by the council and shall hold office during the pleasure of the council.

Glendale City Code - Chapter 13 - Article 1 - Sec. 13-2
The presiding officer of the city court shall be the presiding city judge who shall be appointed by the city council, after recommendation of the judicial selection advisory board.

Glendale City Code - Chapter 13 - Article 1 - Sec. 13-7
(a) Any city judge or court hearing officer shall be appointed for an initial term of two (2) years. The initial reappointment term shall be for a period of two (2) years and all subsequent re-appointments shall be for a period of four (4) years.
(b) The presiding city judge shall be appointed for a term of two (2) years.

Previous Related Council Action

The City Council voted to reappoint City Judge Manuel Delgado February 24, 2015 effective March 25, 2015.

Community Benefit/Public Involvement

A confidential survey and questionnaire was distributed to a variety of individuals who could provide input regarding the judge's reappointment. Public input on reappointment was sought through advertisement in the Arizona Republic, The Glendale Star and Maricopa Lawyer (published by the Maricopa County Bar Association). The survey results and all letters of input have been provided to the Mayor and Council, along with letters of recommendation.

File #: 17-010, **Version:** 1

REAPPOINTMENT OF PRESIDING CITY JUDGE ELIZABETH FINN
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Purpose and Recommended Action

This is a request for the City Council to reappoint Presiding City Judge Elizabeth Finn to a two-year term. Her current term expires March 25, 2017.

Background

Judge Elizabeth Finn has served as Presiding City Judge in Glendale since 2003 and is eligible for reappointment to a two-year term. The Judicial Selection Advisory Board unanimously recommends Judge Finn's reappointment based on the results of her reappointment interview, letters of recommendation received on her behalf, confidential survey results conducted by a private research firm, and other reappointment materials.

Analysis

The appointment and reappointment of City Judges is outlined in both the City Charter and the Glendale City Code as follows:

City Charter - Article XI - Sec. 4
The presiding officer of the city court shall be a city judge, who shall be appointed by the council and shall hold office during the pleasure of the council.

Glendale City Code - Chapter 13 - Article 1 - Sec. 13-2
The presiding officer of the city court shall be the presiding city judge who shall be appointed by the city council, after recommendation of the judicial selection advisory board.

Glendale City Code - Chapter 13 - Article 1 - Sec. 13-7
(a) Any city judge or court hearing officer shall be appointed for an initial term of two (2) years. The initial reappointment term shall be for a period of two (2) years and all subsequent re-appointments shall be for a period of four (4) years.
(b) The presiding city judge shall be appointed for a term of two (2) years.

Previous Related Council Action

The City Council voted to reappoint Presiding City Judge Elizabeth Finn February 24, 2015 effective March 25,

2015.

Community Benefit/Public Involvement

A confidential survey and questionnaire was distributed to a variety of individuals who could provide input regarding the judge's reappointment. Public input on reappointment was sought through advertisement in the Arizona Republic, The Glendale Star and Maricopa Lawyer (published by the Maricopa County Bar Association). The survey results and all letters of input have been provided to the Mayor and Council, along with letters of recommendation.