

PROCLAMATIONS AND AWARDS

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

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.

5. **14-138** APPROVE SPECIAL EVENT LIQUOR LICENSE, ACTIVE 20/30 CLUB OF GLENDALE #131
Staff Contact: Susan Matousek, Revenue Administrator

 Attachments: [Application](#)
 [Calls for Service](#)
6. **14-170** APPROVE SPECIAL EVENT LIQUOR LICENSE, MARINE CORPS SCHOLARSHIP FOUNDATION
Staff Contact: Susan Matousek, Revenue Administrator

 Attachments: [Application](#)
 [Calls for Service](#)
7. **14-171** APPROVE SPECIAL EVENT LIQUOR LICENSE, NATIONAL KIDNEY FOUNDATION OF ARIZONA
Staff Contact: Susan Matousek, Revenue Administrator

 Attachments: [Application](#)
 [Calls for Service](#)
8. **14-173** APPROVE SPECIAL EVENT LIQUOR LICENSE, GLENDALE CIVIC PRIDE AMBASSADORS FOUNDATION
Staff Contact: Susan Matousek, Revenue Administrator

 Attachments: [Application](#)
 [Calls for Service](#)
9. **14-174** APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. THOMAS MORE PARISH
Staff Contact: Susan Matousek, Revenue Administrator

Attachments: [Application](#)

[Calls for Service](#)

10. 14-178 APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN CATHOLIC CHURCH

Staff Contact: Susan Matousek, Revenue Administrator

Attachments: [Application](#)

[Calls for Service](#)

11. 14-179 APPROVE SPECIAL EVENT LIQUOR LICENSE, CITY OF GLENDALE OFFICE OF SPECIAL EVENTS

Staff Contact: Susan Matousek, Revenue Administrator

Attachments: [Applications](#)

[Calls for Service](#)

12. 14-220 AGREEMENT WITH KaBOOM! FOR CONSTRUCTION OF NEW PLAYGROUND AT BONSALL PARK NORTH

Staff Contact: Erik Strunk, Director, Community Services

Attachments: [Community Partner Playground Contract](#)

13. 14-201 EXPENDITURE AUTHORIZATION AND RATIFICATION FOR ELECTRICITY SERVICE FROM ARIZONA PUBLIC SERVICE COMPANY

Staff Contact: Erik Strunk, Director, Community Services

14. 14-200 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SPRINT SOLUTIONS, INC. FOR CELLULAR SERVICES

Staff Contact: Tom Duensing, Director, Finance and Technology

Attachments: [Sprint Linking Agreement](#)

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

Staff Contact: Tom Duensing, Director, Finance and Technology

Attachments: [Amendment No. 1 Granicus Inc. Service Agreement \(Contract No. C-8866\)](#)

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

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Construction Agreement for Slurry Seal Project](#)

[Bid Tabulation for Slurry Seal Project](#)

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

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Agreement for Overlay Project](#)
[Bid Tabulation for Overlay Project](#)

18. 14-134 EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLE LUBRICANTS FROM NORTH AMERICAN LUBRICANTS FOR THE PUBLIC WORKS DEPARTMENT
Staff Contact: Jack Friedline, Director, Public Works
19. 14-135 EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM LZ DELTA, LLC
Staff Contact: Jack Friedline, Director, Public Works
20. 14-136 EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM SAN TAN AUTO PARTNERS, LLC
Staff Contact: Jack Friedline, Director, Public Works
21. 14-137 EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF TIRES AND SERVICES FROM GCR TIRE CENTERS FOR PUBLIC WORKS; AND THE RATIFICATION OF EXPENDITURES FOR TIRE SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Agreement\(1\)](#)
[Agreement\(2\)](#)

22. 14-140 EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM COURTESY CHEVROLET
Staff Contact: Jack Friedline, Director, Public Works
23. 14-141 EXPENDITURE AUTHORIZATION FOR THE COOPERATIVE PURCHASE OF JANITORIAL SUPPLIES FROM WAXIE'S ENTERPRISES, INC.
Staff Contact: Jack Friedline, Director, Public Works

CONSENT RESOLUTIONS

24. 14-184 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR CONTINUED PARTICIPATION IN THE ARIZONA VEHICLE THEFT TASK FORCE
Staff Contact: Debora Black, Police Chief

Attachments: [Resolution 4856](#)
[Agreement - IGA with DPS AVTTF](#)

25. 14-186 AUTHORIZATION TO ENTER INTO AN EQUITABLE SHARING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE
Staff Contact: Debora Black, Police Chief

Attachments: [Resolution 4857](#)
[Agreement - Equitable Sharing Amgt with USDOJ](#)

26. 14-213 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL

AGREEMENT WITH THE CITY OF PRESCOTT TO PROVIDE LAW
ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF
PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

Attachments: [Resolution 4858](#)
 [Agreement - IGA with City of Prescott Final](#)

27. 14-145 AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT
OF TRANSPORTATION FOR THE GRAND CANAL MULTIUSE PATHWAY
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 4859](#)
 [Amendment to IGA](#)

ORDINANCES

28. 14-148 ADOPT AN ORDINANCE AUTHORIZING A UTILITY EASEMENT TO
CENTURYLINK, INC. AT GLENDALE MUNICIPAL AIRPORT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance 2904](#)
 [CenturyLink Easement - Ordinance Attachment 1](#)
 [CenturyLink Easement and Exhibits](#)

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

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

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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

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



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 14-274, Version: 1

APPROVAL OF THE MINUTES OF SEPTEMBER 9, 2014

Staff Contact: Pamela Hanna, City Clerk

City of Glendale

*5850 West Glendale Avenue
Glendale, AZ 85301*



Meeting Minutes - Draft

Tuesday, September 9, 2014

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Yvonne J. Knaack

Councilmember Norma Alvarez

Councilmember Sammy Chavira

Councilmember Ian Hugh

Councilmember Manny Martinez

Councilmember Gary Sherwood

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Weiers called for the Pledge of Allegiance.

PRAYER/INVOCATION

The prayer/invocation was given by Pastor Brent Loveless from the North Valley Baptist Church.

APPROVAL OF THE MINUTES OF AUGUST 12, 2014

1. **14-177** MINUTES OF AUGUST 12, 2014 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

It was moved by Sherwood, and seconded by Hugh, to dispense with the reading of the minutes of the August 12, 2014 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried by the following vote:

Aye: 6 - Mayor Weiers, Vice Mayor Knaack, Councilmember Hugh, Councilmember Martinez, Councilmember Alvarez, and Councilmember Sherwood

Absent: 1 - Councilmember Chavira

**APPROVAL OF THE EXECUTIVE SESSION MINUTES OF JUNE 10, 2014 AND JULY 15, 2014
(Minutes not attached; exempted pursuant to A.R.S. § 38-431.03(B))**

It was moved by Sherwood, and seconded by Hugh, to dispense with the reading of the minutes of the August 12, 2014 Executive Session meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried by the following vote:

Aye: 6 - Mayor Weiers, Vice Mayor Knaack, Councilmember Hugh, Councilmember Martinez, Councilmember Alvarez, and Councilmember Sherwood

Absent: 1 - Councilmember Chavira

- 14-232** Recognition of Pamela Hanna for 20 years of dedicated service.

PROCLAMATIONS AND AWARDS

2. **14-076** PROCLAIM SEPTEMBER 15 - OCTOBER 15, 2014 AS HISPANIC HERITAGE MONTH
Staff Contact: Office of the Mayor
Accepted By: Joe Quintana, Superintendent, Glendale Elementary School District

Mayor Weiers presented the proclamation to Mr. Quintana for Hispanic Heritage Month.

This agenda item was read into the record.

3. **14-108** PROCLAIM SEPTEMBER 2014 NATIONAL PREPAREDNESS MONTH
Staff Contact: Mark Burdick, Fire Chief
Accepted By: Kelly Batton, Nikki Colleti and Virginia Meeker, volunteers
with the Community Emergency Response Team (C.E.R.T.)

Mayor Weiers presented the proclamation to the CERT representatives.

This agenda item was read into the record.

Councilmember Chavira entered the meeting telephonically.

CONSENT AGENDA

Ms. Brenda Fischer, City Manager, read agenda item numbers 4 through 10.

4. **14-024** APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. LOUIS THE KING
CHURCH
Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.
5. **14-020** APPROVE LIQUOR LICENSE NO. 5-14234, EL TATAKI SUSHI &
MEXICAN GRILL
Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.
6. **14-021** APPROVE LIQUOR LICENSE NO. 5-14090, EASTWIND SUSHI &
GRILL
Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.
7. **14-023** APPROVE LIQUOR LICENSE NO. 5-10968, RICARDO'S MEXICAN
FOOD
Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.
8. **14-031** EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE
OF A FRONTLOAD TRUCK FROM TRUCKS WEST OF PHOENIX,
INC. FOR COMMERCIAL SANITATION COLLECTION
Staff Contact: Jack Friedline, Interim Director, Public Works

This agenda item was approved.
9. **14-030** AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT
WITH TALIS CONSTRUCTION CORPORATION FOR STREET
RECONSTRUCTIVE PAVING PROJECT
Staff Contact: Jack Friedline, Interim Director, Public Works

This agenda item was approved.

10. 14-002 EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF
GRANULAR ACTIVATED CARBON FROM CALGON CARBON
CORPORATION

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

This agenda item was approved.

Approval of the Consent Agenda

It was moved by Knaack and seconded by Sherwood, to approve the recommended actions on Consent Agenda Item Numbers 4 through 10, and to forward Special Event Liquor License for St. Louis the King Church, Liquor License Application No. 5-14234 for El Tataki Sushi & Mexican Grill, Liquor License Application No. 5-14090 for Eastwind Sushi & Grill, and Liquor License Application No. 5-10968 for Ricardo's Mexican Food to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried by the following vote.

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

CONSENT RESOLUTIONS

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 11 through 23 by number and title.

11. 14-012 AUTHORIZATION OF FOUR LICENSE AGREEMENTS FOR VERIZON
WIRELESS (VAW), LLC. FOR THE INSTALLATION OF A
DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON FOUR CITY
STREETLIGHTS WITHIN PUBLIC RIGHT-OF-WAY

Staff Contact: Jack Friedline, Interim Director, Public Works

RESOLUTION NO. 4841 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE FOUR COMMUNICATIONS SITE LICENSE AGREEMENTS WITH VERIZON WIRELESS (VAW) LLC, DBA VERIZON WIRELESS FOR WIRELESS COMMUNICATIONS SITES LOCATED ON CITY STREETLIGHTS WITHIN PUBLIC RIGHTS-OF-WAY IN GLENDALE, ARIZONA.

This agenda item was approved.

12. 14-032 RENEWAL OF A LICENSE AGREEMENT FOR QWEST BROADBAND
SERVICES, INC. DBA CENTURY LINK, INC. TO OPERATE A CABLE
AND FIBER-BASED COMMUNICATIONS NETWORK WITHIN PUBLIC
RIGHT-OF-WAY

Staff Contact: Jack Friedline, Interim Director, Public Works

RESOLUTION NO. 4842 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A CABLE TELEVISION LICENSE AGREEMENT WITH QWEST BROADBAND SERVICES, INC.,

D/B/A CENTURYLINK, INC.

This agenda item was approved.

13. 14-053

ONLINE TRAVEL TAXATION LITIGATION COMMON INTEREST AGREEMENT AMENDMENT

Staff Contact: Michael Bailey, City Attorney

RESOLUTION NO. 4843 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A COMMON INTEREST AGREEMENT AMENDMENT WITH THE CITIES OF APACHE JUNCTION, CHANDLER, FLAGSTAFF, MESA, NOGALES, PEORIA, PHOENIX, PRESCOTT, SCOTTSDALE, TEMPE AND TUCSON RELATING TO JOINT LEGAL COUNSEL FOR COMMON LITIGATION IN THE MATTER OF TAX ASSESSMENTS AGAINST ON-LINE TRAVEL COMPANIES.

This agenda item was approved.

14. 14-056

AUTHORIZATION TO ACCEPT THE 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDING AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MARICOPA COUNTY

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4844 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FY 2014 LOCAL SOLICITATION (CFDA #16.738) IN THE APPROXIMATE AMOUNT OF \$94,864 FOR THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

15. 14-058

AUTHORIZATION TO RATIFY THE ACCEPTANCE OF THE 2014 HIGH INTENSITY DRUG TRAFFICKING AREA GRANT AGREEMENT AND ACCEPT THE GRANT AGREEMENT ADJUSTMENT FROM THE CITY OF TUCSON TO PROVIDE OVERTIME FUNDING FOR THE WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4845 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT WITH THE CITY OF TUCSON IN THE AMOUNT OF \$34,000 (GRANT NO. HT-14-2313); AND AUTHORIZING AND DIRECTING THE ENTERING INTO OF A GRANT AGREEMENT ADJUSTMENT NOTICE IN THE AMOUNT OF \$6,000 WITH THE CITY OF TUCSON (GRANT NO. HT-14-2313, GAN #1) PROVIDING A TOTAL OF \$40,000 TO BE USED FOR OVERTIME FOR THE ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL (WANTED) BY THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

- 16. 14-061** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF PHOENIX POLICE DEPARTMENT FOR USE OF ITS RECORDS MANAGEMENT SYSTEM
Staff Contact: Debora Black, Police Chief
- RESOLUTION NO. 4846 NEW SERIES
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX POLICE DEPARTMENT FOR USE OF ITS RECORDS MANAGEMENT SYSTEM, INTERGRAPH'S INPURSUIT THROUGH RMS EXPLORER BY THE GLENDALE POLICE DEPARTMENT.*
- This agenda item was approved.**
- 17. 14-067** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION TO CONTINUE PARTICIPATION IN A TASK FORCE
Staff Contact: Debora Black, Police Chief
- RESOLUTION NO. 4847 NEW SERIES
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) FOR ASSIGNMENT OF TWO GLENDALE POLICE DETECTIVES TO THE PHOENIX DEA TASK FORCE.*
- This agenda item was approved.**
- 18. 14-071** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES
Staff Contact: Debora Black, Police Chief
- RESOLUTION NO. 4848 NEW SERIES
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 FOR SERVICES OF SCHOOL RESOURCE OFFICERS TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT FOR ASSIGNMENTS TO THE FOLLOWING SCHOOLS: ONE POLICE OFFICER AT CHALLENGER MIDDLE SCHOOL AND ONE POLICE OFFICER AT HAROLD W. SMITH ELEMENTARY SCHOOL.*
- This agenda item was approved.**
- 19. 14-072** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE UNION HIGH SCHOOL DISTRICT FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4849 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE UNION HIGH SCHOOL DISTRICT FOR SERVICES OF SCHOOL RESOURCE OFFICERS TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT FOR ASSIGNMENTS TO THE FOLLOWING SCHOOLS: ONE POLICE OFFICER AT GLENDALE UNION HIGH SCHOOL AND ONE POLICE OFFICER AT INDEPENDENCE HIGH SCHOOL.

This agenda item was approved.

20. 14-073

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH PEORIA UNIFIED SCHOOL DISTRICT FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4850 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH PEORIA UNIFIED SCHOOL DISTRICT FOR SERVICES OF SCHOOL RESOURCE OFFICERS TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT WITH ASSIGNMENTS TO THE FOLLOWING SCHOOLS: ONE POLICE OFFICER AT CACTUS HIGH SCHOOL AND ONE POLICE OFFICER AT IRONWOOD HIGH SCHOOL.

This agenda item was approved.

21. 14-098

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT ONE SCHOOL CAMPUS

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4851 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR THE ASSIGNMENT OF ONE SCHOOL RESOURCE OFFICER AT COPPER CANYON HIGH SCHOOL TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT.

This agenda item was approved.

22. 14-106

AMENDMENT NO. 12 TO INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING AND OPERATIONS
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 4852 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NUMBER 12 TO THE INTER-GOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY

ACTION PROGRAM FUNDING.

This agenda item was approved.

- 23. 14-117** AUTHORIZATION TO ENTER INTO A SETTLEMENT AGREEMENT;
AND, TWO NEW DIGITAL BILLBOARD PLACEMENT LICENSE
AGREEMENTS WITH LAMAR CENTRAL OUTDOOR, LLC FOR THE
OPERATION OF DIGITAL BILLBOARDS ALONG THE AGUA FRIA
FREEWAY (LOOP 101) BETWEEN BETHANY HOME ROAD AND
ORANGEWOOD AVENUE

Staff Contact: Deborah Robberson, Deputy City Attorney

Staff Contact: Brian Friedman, Economic Development Director

RESOLUTION NO. 4853 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A SETTLEMENT AGREEMENT AND MUTUAL RELEASE WITH LAMAR ADVERTISING COMPANY, INC., LAMAR CENTRAL OUTDOOR, L.L.C., AND AMERICAN OUTDOOR ADVERTISING, L.L.C.; AND AUTHORIZING THE ENTERING INTO OF TWO NEW DIGITAL BILLBOARD PLACEMENT LICENSE AGREEMENTS WITH LAMAR CENTRAL OUTDOOR, L.L.C. FOR THE OPERATION OF TWO ADDITIONAL DIGITAL BILLBOARDS LOCATED ON CITY-OWNED PROPERTY IN THE VICINITY OF THE AGUA FRIA FREEWAY (LOOP 101) BETWEEN BETHANY HOME ROAD AND ORANGEWOOD AVENUE IN GLENDALE, ARIZONA.

This agenda item was approved.

Approval of the Consent Resolution Agenda

It was moved by Knaack and seconded by Martinez, to approve the recommended actions on Consent Agenda Item Numbers 11 through 23, including the approval and adoption of Resolution No. 4841 New Series, Resolution No. 4842 New Series, Resolution No. 4843 New Series, Resolution No. 4844 New Series, Resolution No. 4845 New Series, Resolution No. 4846 New Series, Resolution No. 4847 New Series, Resolution No. 4848 New Series, Resolution No. 4849 New Series, Resolution No. 4850 New Series, Resolution No. 4851 New Series, Resolution No. 4852 New Series, and Resolution No. 4853 New Series ; The motion carried by the following vote.

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

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

- 24. 14-126** ANNEXATION APPLICATION AN-173: SABRE BUSINESS PARK
(PUBLIC HEARING REQUIRED)

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

Mr. Froke provided context for the property and explained the location on the Loop 303 of each piece of property. He said they working on the annexation and zoning cases which will be brought before Council at a future date. He said staff recommends approval of annexation for this property. He explained the next step was for Council to adopt an ordinance, which would complete the annexation.

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

This agenda item was read into the record.

ORDINANCES

25. 14-033

AUTHORIZATION TO AMEND THE LAND LEASE WITH VALLEY AVIATION SERVICES, LLC

Staff Contact: Jack Friedline, Interim Director, Public Works

ORDINANCE NO. 2903 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AMENDMENT TO THE LEASE AGREEMENT WITH VALLEY AVIATION SERVICES, L.L.P. OF APPROXIMATELY 18.998 ACRES LOCATED AT THE GLENDALE MUNICIPAL AIRPORT FOR AVIATION PURPOSES.

Mr. Friedline said this item was to amend a lease with Valley Aviation Services to a 50 year term to provide improvements to structures. He said Valley Aviation has requested a 5 year extension to the existing lease for developing hangar association condominiums. He said the current revenue to the airport will not be affected. He said this will dramatically increase the occupancy rate at this location. He said Valley Aviation has agreed to release the city from all past claims.

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

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

RESOLUTIONS

26. 14-089

RESOLUTION OF APPROVAL FOR THE SALE OF THE GLENDALE ARENA NAMING RIGHTS TO THE GILA RIVER INDIAN COMMUNITY

Staff Contact: Tom Duensing, Director, Finance and Technology

RESOLUTION NO. 4854 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, SUPPORTING THE SALE OF THE GLENDALE ARENA NAMING RIGHTS BY ICEARIZONA MANAGER CO., LP TO THE GILA RIVER INDIAN COMMUNITY AND APPROVING THE NAMING OF THE ARENA "GILA RIVER ARENA."

Mr. Duensing said this item was to approve the sale of the Glendale Arena naming rights from Ice Arizona to the Gila River Indian Community, which would rename the arena to the Gila River Arena. He said the sale of naming rights is subject to Council approval, but any disapproval must be for specific reasons. Councilmember Alvarez asked why Council is approving this if there is no money stated.

Mr. Duensing said the city does receive 20 percent of the income off the naming rights. He said this item only approves renaming of the arena. He said it does not set forth an amount. He said this approval can only be for those specific terms.

Councilmember Alvarez said they shouldn't have to approve anything that they don't

have the right to ask how much the city will receive. She said the taxpayers are paying for the arena and the taxpayers should know that amount.

Mayor Weiers clarified that tonight they are only approving a name, and aren't even sure that name change is going to happen, and said in a couple weeks, they will have the information about the money issues.

Mr. Duensing said that was correct.

Mayor Weiers said tonight was only approval of a name, but that didn't mean the name was going to be changed until Council approved the next step.

Mr. Duensing said that was correct.

Mayor Weiers asked Councilmember Alvarez if that answered her question.

Councilmember Alvarez said no.

Mr. Bailey said the underlying agreement provides that the city gets 20 percent. He said beyond that, with regard to naming rights, the only authority the City Council has is to either to give a thumb up or thumb down to the name. He said it is irrelevant what the amount is and that right has already been contracted away. He also stated with regard to the vote this evening, Council is approving the name of the arena, the Gila River Arena. He said they do not want the arena manager to enter into an agreement that the Council later has to object to. He said the arena manager is coming to the Council in advance and asking if the name is acceptable. Mr. Bailey said that was the question before Council tonight. He said in terms of what the revenue is, that has nothing to do with the arena naming rights that has more to do with the underlying agreement that has already been addressed.

Ms. Fischer clarified that would not come back before Council for approval as the agreement was already approved last July, and the agreement called for 20 percent, and it would not need additional Council action.

Councilmember Alvarez said the taxpayers gave them authorization to make payments for an arena that the city is leasing out. She said it is the city's building. She said she knows it is not illegal, but asked why can't the public know how much money the city is going to get off of this. She said this was discussed in executive session and she can't mention any of that, but she questions why they do an executive session and keep this information away from the public.

Mayor Weiers clarified that the amount will come out publicly before any action is done.

Mr. Bailey said the amount will come out and will be reflected in the budget and will be posted on the website and will be posted monthly. He said this is just the initial step, making sure the Council does not have any objection to the arena being named the Gila River Arena.

Mayor Weiers called the names of the public wishing to speak.

Bill Demski, a Glendale resident, spoke about the referendum with the University of Phoenix stadium and the naming rights. He spoke about the arena and the payments the city is making to IceArizona. He asked why IceArizona should get the majority of the naming rights. He said this was another scam on the taxpayer. He said he was totally against this. Mr. Demski had a discussion with Mayor Weiers about speaking only about the naming rights. He kept asking why IceArizona should get 80 percent of the naming rights. He continued about the illegal contracts that were entered into by previous Councilmembers. He also spoke about his concerns regarding Camelback

Ranch.

Robin Berryhill, a Glendale resident, said the city has spent a fortune in a legal fight with the TO nation and now that the city has made peace with the TO, the city is going to approve naming the arena the Gila River Arena. She said the name Gila River is associated with a casino and this is an inappropriate name. She said there was no amount in the contract and asked if that was the best deal they could get with the nation. She said she didn't think this was the best deal the city could get. She said they have disrespected the TO and the dealings with them and are giving carte blanche to another nation. She said it will give the impression the city now has two casinos instead of just one. She asked the Council to consider if the city is being fair to both nations. She said she didn't think the city was being fair to the TO after the city made an agreement with them.

Ken Sturgis, a Phoenix resident, spoke about press reports that the contract is worth \$3.5 million, so about \$600,000 will come to the city. He spoke about naming other hockey arenas around the country. He said none of the other arenas are named after an Indian tribe. He said the arena is not being named for one of Arizona's rivers, and asked if the Gila River tribe was poking its finger in the city's eye because the city dropped its opposition to the TO casino. He asked when Glendale will stop being a pawn between the two nations. He proposed the city reject using the Gila River Arena name and support using the name Gila River Indian Community as formally established by Congress

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

Aye: 6 - Mayor Weiers, Vice Mayor Knaack, Councilmember Hugh, Councilmember Martinez, Councilmember Sherwood, and Councilmember Chavira

Nay: 1 - Councilmember Alvarez

27. 14-127

2014 PRIMARY ELECTION CANVASS OF VOTE

Staff Contact: Pamela Hanna, City Clerk

RESOLUTION NO. 4855 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 26, 2014; AND ORDERING THAT A CERTIFIED COPY OF THIS RESOLUTION BE RECORDED.

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

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

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Knaack, and seconded by Hugh, to vacate the regularly scheduled City Council Workshop on Tuesday, September 16, 2014 due to lack of quorum. The motion carried by the following vote:

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

CITIZEN COMMENTS

Bill Demski, a Glendale resident, said he wished Mr. Bailey would renegotiate the contracts. He also said he read an article about Judge Finn and the cost of traffic school, which was the highest in the state. He spoke about a mistake made in the cost of traffic school. He also spoke about employee salaries. He said if mistakes are made, they need to be corrected. He also spoke about the salaries of the governor and senators in the state.

Robin Berryhill, a Glendale resident, agreed with the other comments about renaming the arena with the entire tribe name. She also spoke about the two assistant city managers and her request for an explanation since the charter only calls for one assistant city manager. She reminded everyone that the September 12th deadline for a response was coming up. She also spoke about citizen input. She said the citizens give their input, but she didn't think they were heard. She spoke about the Water Services Advisory Board doesn't follow any rules during their board meeting. She also said four board members are from the Central Arizona Project water district and three are from the SRP water district. She said SRP water is much cheaper and the board is stacked against CAP water members. She said the CAP users, which are two-thirds of the residents in Glendale, are underrepresented. She said citizen input is not being heard and she would like that changed as she didn't have enough time to tell the Council why she was there.

Ken Sturgis, a Phoenix resident, said he has moved to the city of Phoenix. He said the Council is still not working together and continues to be divided. He spoke about the lack of citizen engagement in Glendale. He spoke about the deficit to the city from the arena. He discussed a verbal exchange that occurred at a City Council meeting between Councilmember Chavira and Mr. LeBlanc regarding the arena. He said it was not Mr. LeBlanc's place to fix the city, he said it is the Council's responsibility.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Hugh said there was a great groundbreaking for the TO casino. He said the building has begun already.

Vice Mayor Knaack said Mr. Duensing will be receiving an award for excellence in financial management. She thanked him for his efforts. She also mentioned about the vote to put school resource officers back into the schools. She said they also do a fabulous job.

Mayor Weiers spoke about the rainstorm on Monday. He said he had never experienced that amount of rain in such a short period of time. He said he was very proud of the staff and how they reacted to the storm.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:05 p.m.



Legislation Description

File #: 14-221, Version: 1

BOARDS, COMMISSIONS & OTHER BODIES

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Purpose and Recommended Action

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Arts Commission

Anne Owens	Barrel	Reappointment	09/23/2014	08/23/2016
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Commission on Persons with Disabilities

Thomas Seymour	Cholla	Appointment	09/23/2014	07/27/2016
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Legislation Description

File #: 14-181, Version: 1

PROCLAIM SEPTEMBER 22 - 26, 2014 AS NATIONAL EMPLOYER SUPPORT OF THE GUARD AND RESERVE WEEK

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

Accepted By: Scott Essex, Employer Support of the Guard and Reserve

Purpose and Recommended Action

This is a request for City Council to proclaim September 22 - 26, 2014 as National Employer Support of the Guard and Reserve week in the City of Glendale. This proclamation will be accepted by Mr. Scott Essex of the Employer Support of the Guard and Reserve.

Background

The Employer Support of Guard and Reserve (ESGR) was established in 1972 to promote cooperation and understanding between the Reserve Component Service members and their civilian employers, and to assist in the resolution of conflicts arising from the employee's military commitment.

For over 40 years, the ESGR has been facilitating and promoting a cooperative culture of employer support for National Guard and Reserve service by developing and advocating mutually beneficial initiatives; recognizing outstanding employer support; increasing awareness of applicable laws and policies; resolving potential conflicts between employers and their service members; and acting as the employers' principal advocate within the Department of Defense.

This proclamation should be considered a symbol in recognition of National Guard and Reserves members, also known as "Citizen Warriors" who sacrifice and fight for the liberty and freedom of American citizens of the United States. These Citizen Warriors would not be able to defend and protect citizens at home and abroad without the continued promise of meaningful civilian employment for themselves and their families.



Legislation Description

File #: 14-022, Version: 1

PROCLAIM OCTOBER 2014 AS DOMESTIC VIOLENCE AWARENESS MONTH

Staff Contact: Debora Black, Police Chief

Accepted By: Mary Kay Hoskovec, Caseworker, Glendale Family Advocacy Center

Accepted By: Jennifer Fisher, Volunteer, Glendale Police Department Victim Assistance Unit

Purpose and Recommended Action

This is a request for City Council to proclaim October 2014 as Domestic Violence Awareness Month and present the proclamation to Ms. Mary Kay Hoskovec, Caseworker at the Glendale Family Advocacy Center, and Ms. Jennifer Fisher, domestic violence survivor, founder of Jenny Fisher Ministries, and Volunteer with the Glendale Police Department's Victim Assistance Unit.

Background

Domestic Violence Awareness Month evolved from the first Day of Unity observed in October 1981 by the National Coalition Against Domestic Violence. The intent was to connect battered women's advocates across the nation working to end violence against women and their children. The Day of Unity soon became a special week when a range of activities were conducted at the local, state, and national levels. In October 1987, the first Domestic Violence Awareness Month was observed. That same year the first national toll-free hotline was begun. In 1989, the first Domestic Violence Awareness Month Commemorative Legislation was passed by the United States Congress.

The Glendale Police Department is committed to breaking the cycle of domestic violence and works to prevent domestic violence by educating the community, and providing information and resources to those in need. The Glendale Family Advocacy Center has become a safe haven for providing comprehensive and coordinated services to domestic violence victims and their families in order to help them regain stability in their lives. The Center includes facilities for forensic interviews, medical examinations, counseling, and collaboration between law enforcement and victim services personnel in a safe, comfortable and convenient setting.

Recognizing October as Domestic Violence Awareness Month provides citizens with an opportunity to increase their understanding of domestic violence and to recommit to ending domestic violence in homes, at work, in the community and throughout the country. This month also allows for the recognition and expression of gratitude to the people and agencies that support victims of domestic violence and educate the public about its prevalence.

Previous Related Council Action

On September 25, 2012, Council proclaimed October 2012 as Domestic Violence Awareness Month.



Legislation Description

File #: 14-138, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, ACTIVE 20/30 CLUB OF GLENDALE #131

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the Active 20/30 Club of Glendale #131, submitted by Jeffery F. Coury. The event will be held at Arizona Automotive Institute located at 6829 North 46th Avenue on Saturday, October 11, 2014, from 11 a.m. to 7 p.m. The purpose of this special event liquor license is for a fundraising event.

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

Background Summary

The Arizona Automotive Institute is zoned C-3 (Heavy Commercial) and located in the Cactus District. If this application is approved, the total number of days expended by this applicant will be one of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

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

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

LICENSE #

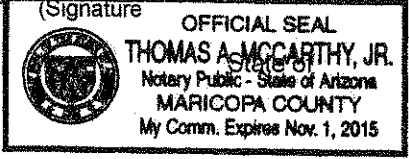
1. Name of Organization: Active 20/30 Club of Glendale #131
2. Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]
3. The organization is a: (check one box only)
- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both
- Fund Raising Event
5. Location of the event: 6829 N. 46th Ave Glendale Maricopa 85301
- Address of physical location (Not P.O. Box) City County Zip
- Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**
6. Applicant: Coury Jeffery F [REDACTED]
- Last First Middle Date of Birth
7. Applicant's Mailing Address: [REDACTED]
- Street City State Zip
8. Phone Numbers: (623) 934-7273 (623) 594-6033 [REDACTED]
- Site Owner # Applicant's Business # Applicant's Home #
9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	October 11th	Saturday	11 AM	7 PM
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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

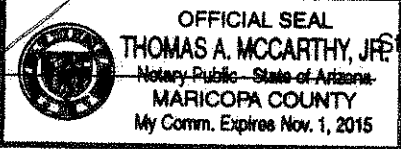
18. I, Jeffery F Coury declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] President 7/30/14 (602) 525-1426
(Signature) (Title/Position) (Date) (Phone #)
 Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
30th day of July, 2014
Day Month Year
[Signature]
(Signature of NOTARY PUBLIC)

My Commission expires on: July 30, 2014
(Date)

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

19. I, Jeffery F Coury declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of Arizona County of Maricopa
(Signature)  The foregoing instrument was acknowledged before me this
30th day of July, 2014
Day Month Year
[Signature]
(Signature of NOTARY PUBLIC)

My commission expires on: July 30, 2014
(Date)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY:

(Title) (Date)

Additional organizations receiving proceeds from October 19th Charitable Event Class 15 Special Event
Liquor License

Name: Max's Sports Restaurant

Percentage: 50% (Max's will also pay for product used from this portion)

Address: 6727 N. 47th Ave., Glendale Arizona, 85301


EVENT MAP DESCRIPTION


- Dedicated parking for Motorcycle Run participants will be provided along the western side of 46th Ave.
- A dedicated fire lane will be provided along the eastern side of 46th Ave with the exception of the area dedicated to the beer truck. No motorcycle parking will be permitted across from the beer truck to allow for passage of emergency vehicles.
- Bold lines indicate 6' temporary fencing installed to maintain an enclosed area for the event. Broken Red lines indicate existing permanent fencing.
- Emergency exits will be located at the north center and west center of the parking facility as well as the main entrance.
- Fire and emergency vehicle access will be available through both the main entrance and emergency exit located on 46th Ave.
- Gold Stars indicate Police Officer locations. Blue Stars indicate staff security and volunteer security officers.
- A ticket booth will be set up at the entrance to the event. All food and beverage purchases will be made with tickets (\$2 per ticket). Alcoholic beverages = 2 Tickets (\$4). Price of food purchase prices will vary by vendor.
- Hensley and Companies will provide a beer truck to be parked North of the main entrance the east side of 46th Ave. with taps facing inward towards the AAI complex parking lot.
- No alcohol purchases will be permitted with out a wrist band. Wrist bands will only be available at the ticket booth. All recipients of wrist bands will be required to provide proper identification.
- White Boxes F1-F7 are 10'x10' areas set aside for food vendors. All food concessions will be located in an area immediately north of the main entrance.
- A 20'x20' canopy will be erected between the main entrance and food concessionaire booths. This canopy will provide shade and seating to the public.
- White Boxes lettered A-JJ (35 in total) represent retail vendor booths. Each lettered box represents a 10'x10' space. Vendors are responsible for their own tents/canopies and tables.
- Four 20'x20' areas will be set aside in the center of the event location to provide children and family centered entertainment/carnival style games. Sponsors for these game centers will be chosen from local charities and businesses.
- A mobile DJ van will be stationed in the center of the parking lot.
- AAI will host an auto show in the center east portion of the parking lot.
- An open house of the AAI campus and facilities will be provided beyond the temporary fencing at the north-west side of the emergency exit.
- Separate AAI classrooms located at the south of the parking will host the Shriners who will be offering free ID packages for children and a second classroom will house a tattoo artist.
- A blood drive van will park along the center north section of the parking lot adjacent to the emergency exit.
- Trash receptacles will be placed throughout the event area, dumpsters will be located at the north east corner of the facility.
- A total of 8 portable toilets will be provided along the North eastern portion of the facility.






Event Boundaries


Event Boundaries Description

 = 6' Temporary fencing along the west side of the AAI complex parking lot will restrict event to the parking lot. An entrance/exit to the event will be provided at the south-west apron of the parking lot (indicated on the map by a black arrow). This will be the only entrance to the event. Additional emergency exits are available at the north and west end of the parking lot (as indicated by green arrows on the Event Boundaries map). Temporary fencing will allow access to emergency vehicles at each of the parking lot aprons (as indicated by white arrows on the Event Boundaries map).



 = Permanent fencing already in place at the AAI complex. The permanent fencing encloses the northern, eastern and south eastern portion of the AAI complex parking lot. An emergency exit/gate is in place at the north central end of the parking lot. This gate will be open throughout the duration of the event and will also allow access to the AAI Open House and auto show area. This gate will also serve as an emergency exit to the event.

 = Northern and southern end of the street restriction. The northbound end of 46th Ave (1/2 a block north of Ocotillo ave) will be closed by barricades provided by Action Barricade (see street closure plan). Traffic will be restricted to vendor traffic until 10 AM on the date of the event and participants of the motorcycle run afterwards until 7 PM. Southbound access to 46th Ave will also be restricted at Glendale Ave. and 46th Ave. No through traffic will be permitted southbound on 46th Ave from Glendale (see street closure plan).

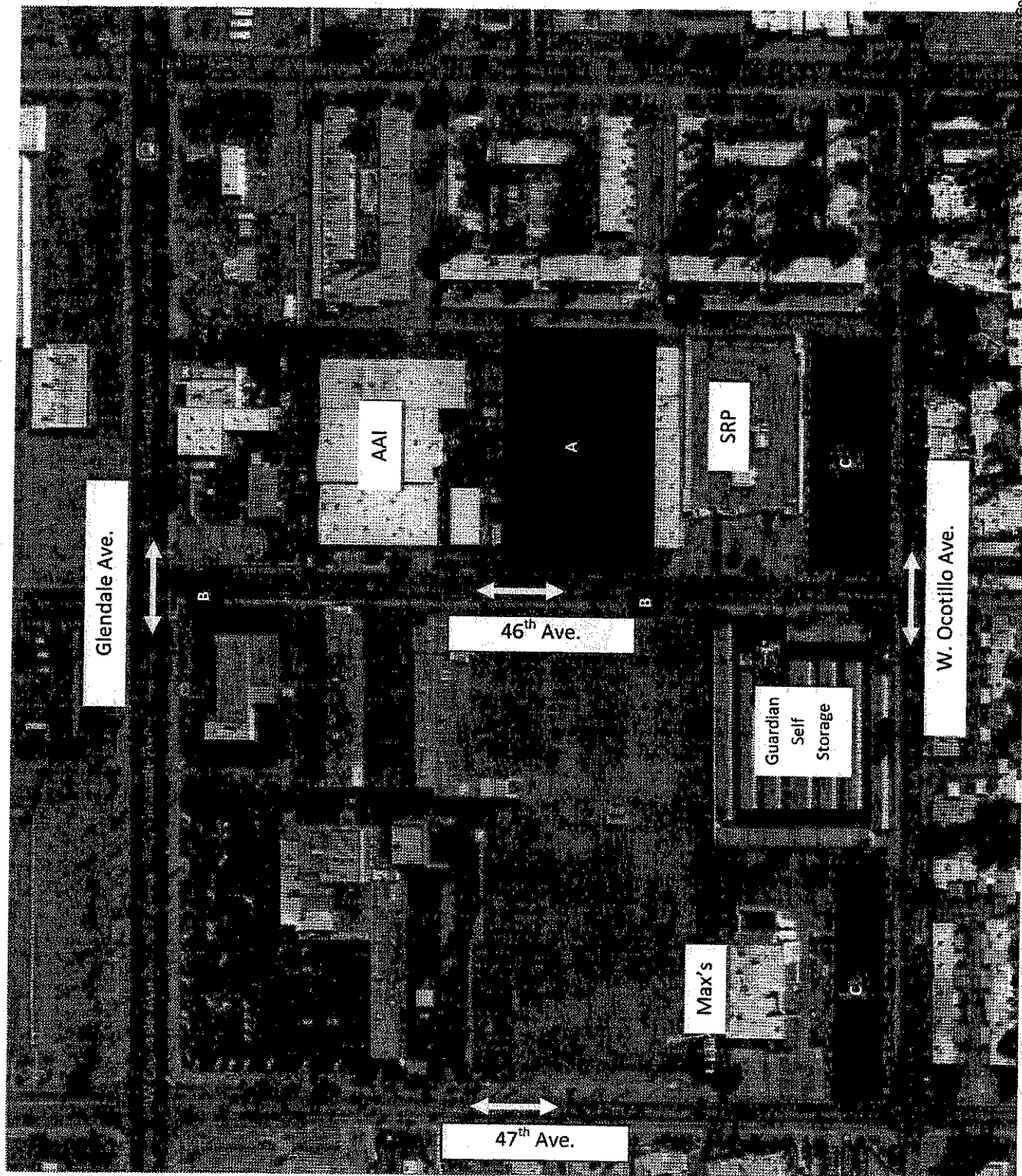
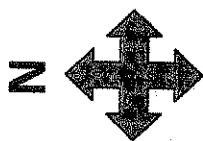
 = Temporary fencing (as indicated by ) will be set up in such a way as to allow emergency vehicle access to the event area. Access will be coordinated along the existing parking lot skirting at the West Central and Southwest end of the parking lot area.

 = AAI North Campus Complex parking facilities designated for vendor parking.

Other Boundary Notes

Alcohol will only be permitted within the fenced in area of the event as indicated by  &  on the Event Boundaries map. Security guards and police officers will be present at exit and entrance points to the event to ensure compliance with alcohol containment policies.

In addition to barricades security personnel will be posted at both northern and southern ends of street closures to ensure public safety and limit access to authorized personnel and authorized vehicular traffic (i.e. vendors, emergency vehicles, and motorcycle run participants).



Street Closures and Parking

Street Closure and Parking Description

A = AAI complex parking lot and site of event.

B = The northbound and southbound 46th Ave. road closures at Glendale Ave and W. Ocotillo Ave. Southbound 46th Ave at Glendale Ave. will be barricaded and closed to through traffic. Northbound 46th Ave. at W Ocotillo Ave. will be barricaded from south property line of AAI (6829 N. 46th Ave) across 46th Ave, north of the Guardian Self Storage property line and the SRP facility. Through traffic north of the southern barricade on 46th Ave. will be restricted to vendors (until 10 AM), emergency vehicles (at all times) and Motorcycle Run participants (after 11 AM). A police officer will be on site to move barricades for authorized traffic to access north bound 46th Ave at the southern barricade. Motorcycles participating in the charity run will be permitted to park on the west side of 46th Ave. behind the barricade line but outside designated fire lanes as indicated on the Event Map. The intersection at 46th Ave and Glendale Ave has no traffic control signal. Traffic control signals are located at 47th Ave and Glendale Ave. and a second traffic control signal is located at 43rd Ave and Glendale.

C = Off-street Public Parking is available in the vacant lot located at the south east corner of Ocotillo Ave. and 46th Ave. Additional off street parking is available to the public at Max's Sports Restaurant located at the south east corner of Ocotillo Ave. and 47th Ave. Max's has off street parking available for 100 vehicles, the vacant lot at Ocotillo and 46th Ave. has parking available for 150 vehicles.

14-120

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **08-06-14**

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

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

Application Type: **New License**

Definition: New license

Business Name: **Active 20/30 Club of Glendale #131**

Business Address: **PO Box 1035 Glendale, AZ 85311 (Event at 6829 N. 46th Ave Arizona Automotive Institute)**

Applicant/s Information

Name: **Coury, Jeffery F.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:

	Call history for location beginning: 8/6/2013	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	1		
Robberies			
Burglary / Theft			
911 calls	1		
Trespassing	3		
Accidents	1		
Fraud / Forgery			
Threats			
Criminal damage	2		
Other non-criminal*	3		
Total calls for service	11	N/A	N/A

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

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

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.

Proceeds from this special event go to the Active 20/30 Club of Glendale #131 (charitable group), Bikers Against Child Abuse (B.A.C.A.) and Max's Sports Restaurant.

Event date is scheduled for 10-11-14.

Current License Holder:

N/A

Location History:


No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-6-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	 <u>52.3</u>	<u>8/6/14</u>



Legislation Description

File #: 14-170, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, MARINE CORPS SCHOLARSHIP FOUNDATION

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the Marine Corps Scholarship Foundation, submitted by Alan A. Hammer. The event will be held at Westgate in Parking Lot R located at 9425 West Coyotes Boulevard on Sunday, October 26, 2014, from 7 a.m. to 11:59 p.m. The purpose of this special event liquor license is for fundraising at the Philadelphia Eagles football game tailgate party.

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

Background Summary

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

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W. Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

- Name of Organization: Marine Corps Scholarship Foundation
- Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]
- The organization is a: (check one box only)
 - ☒ Charitable
 - ☐ Fraternal (must have regular membership and in existence for over 5 years)
 - ☐ Civic
 - ☐ Religious
 - ☐ Political Party, Ballot Measure, or Campaign Committee
- What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both
Green Legion Philadelphia Eagles Tailgate Party

- Location of the event: Parking Lot next to McFaddens Glendale 9425 w coyotes blvd Glendale Maricopa 85305
Address of physical location (Not P.O. Box) City County Zip
Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

- Applicant: Hammer HCMS A [REDACTED]
Last First Middle Date of Birth
- Applicant's Mailing Address: 909 North Washington St. Alexandria, VA 22314
Street City State Zip
- Phone Numbers: 703, 549 0060 (703) 549 0060 [REDACTED]
Site Owner # Applicant's Business # Applicant's Home #
- Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	10/26/2014	Sunday	7:00 AM	11:59 PM
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

September 2011

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☒ YES ☐ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Marine Corps Scholarship Foundation

100 %
Percentage

Address 909 n Washington St. Ste 400, Alexandria, VA 22314

Name _____

Percentage

Address _____

(Attach additional sheet if necessary)

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

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

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

 # Police

☒ Fencing

10 # Security personnel

☒ Barriers

4 foot high barriers surrounding the extension. 10 security guards through the extension, two at the front entrance,

5 roaming inside. Wristbands will be given for all 21+ and liquor laws will be strongly enforced

16. Is there an existing liquor license at the location where the special event is being held?
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?

☐ YES ☒ NO

☐ YES ☐ NO

(ATTACH COPY OF AGREEMENT)

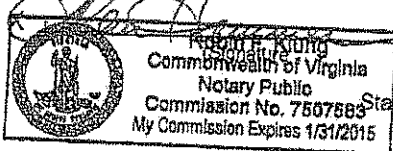
Name of Business

()
Phone Number

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

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

18. I, Alan A. Hammer (Print full name) declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the Foundation Secretary organization for a Special Event Liquor License.



(Title/Position)

(Date)

7/2/14 (Phone #) (703) 549 0060

State of Virginia

City of Alexandria

County of

The foregoing instrument was acknowledged before me this

2nd Day July 2014

My Commission expires on: 1/31/2015 (Date)

(Signature of NOTARY PUBLIC)

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

19. I, Alan A. Hammer (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Alan A. Hammer (Signature)

State of Virginia

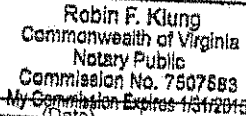
City of Alexandria

County of

The foregoing instrument was acknowledged before me this

2nd Day July 2014

My commission expires on



1/31/15 (Date)

(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

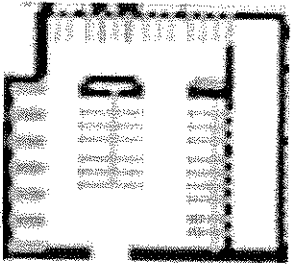
(Employee) _____ (Date)

☐ APPROVED

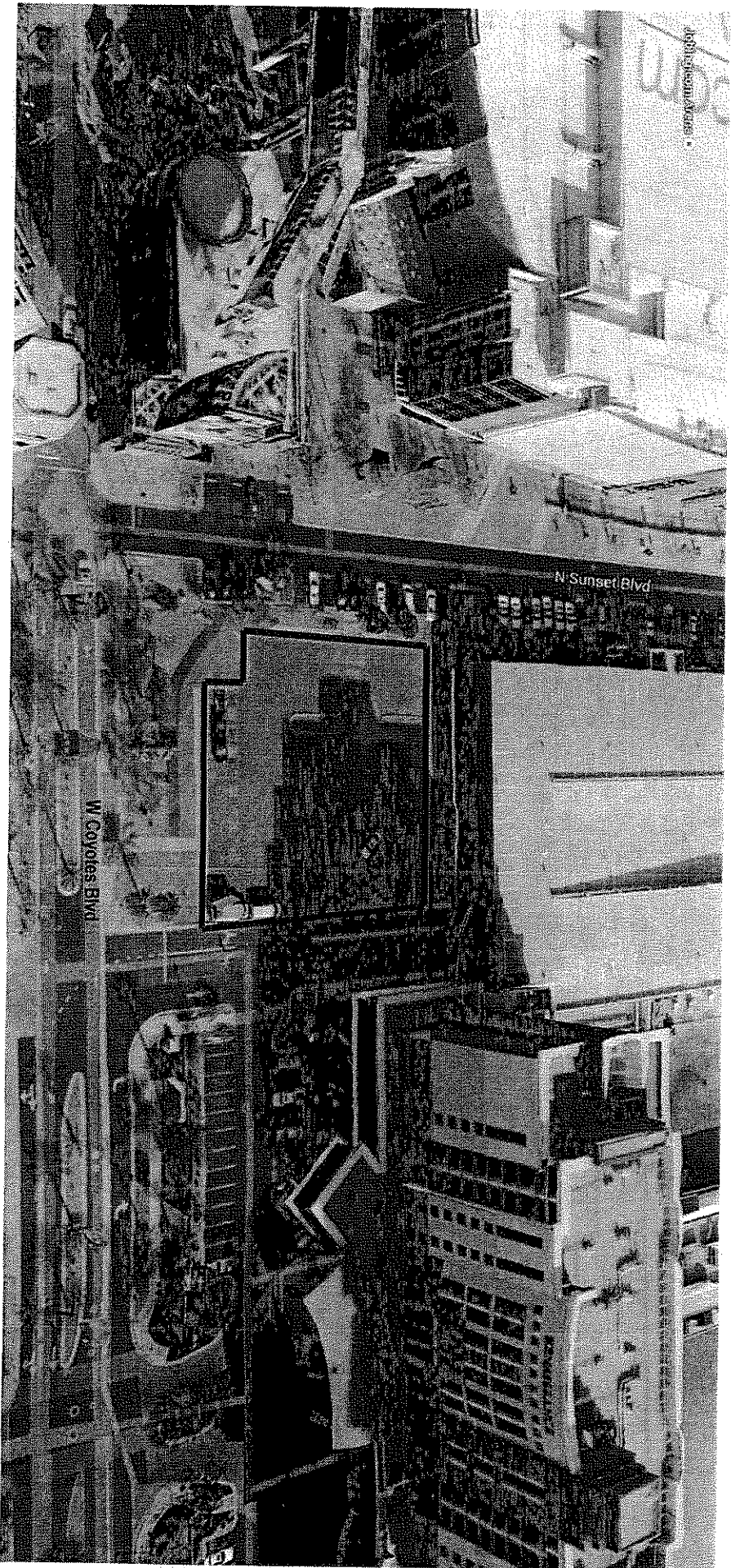
☐ DISAPPROVED

BY:

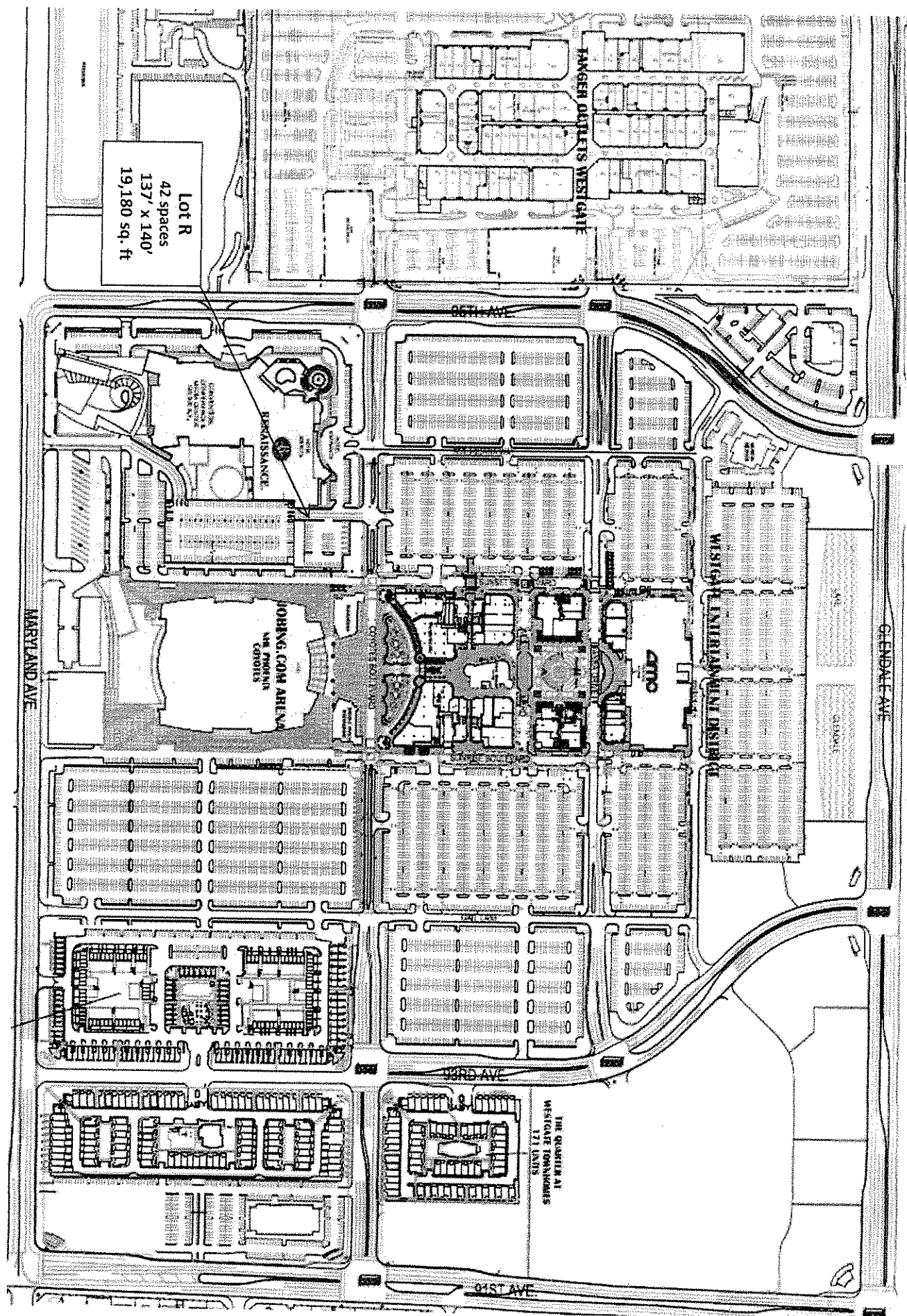
(Title) _____ (Date)



Lot R
42 spaces
137' x 140'
19,180 sq. ft



WESTGATE
ENTERTAINMENT DISTRICT



Lot R
42 spaces
137' x 140'
19,180 sq. ft

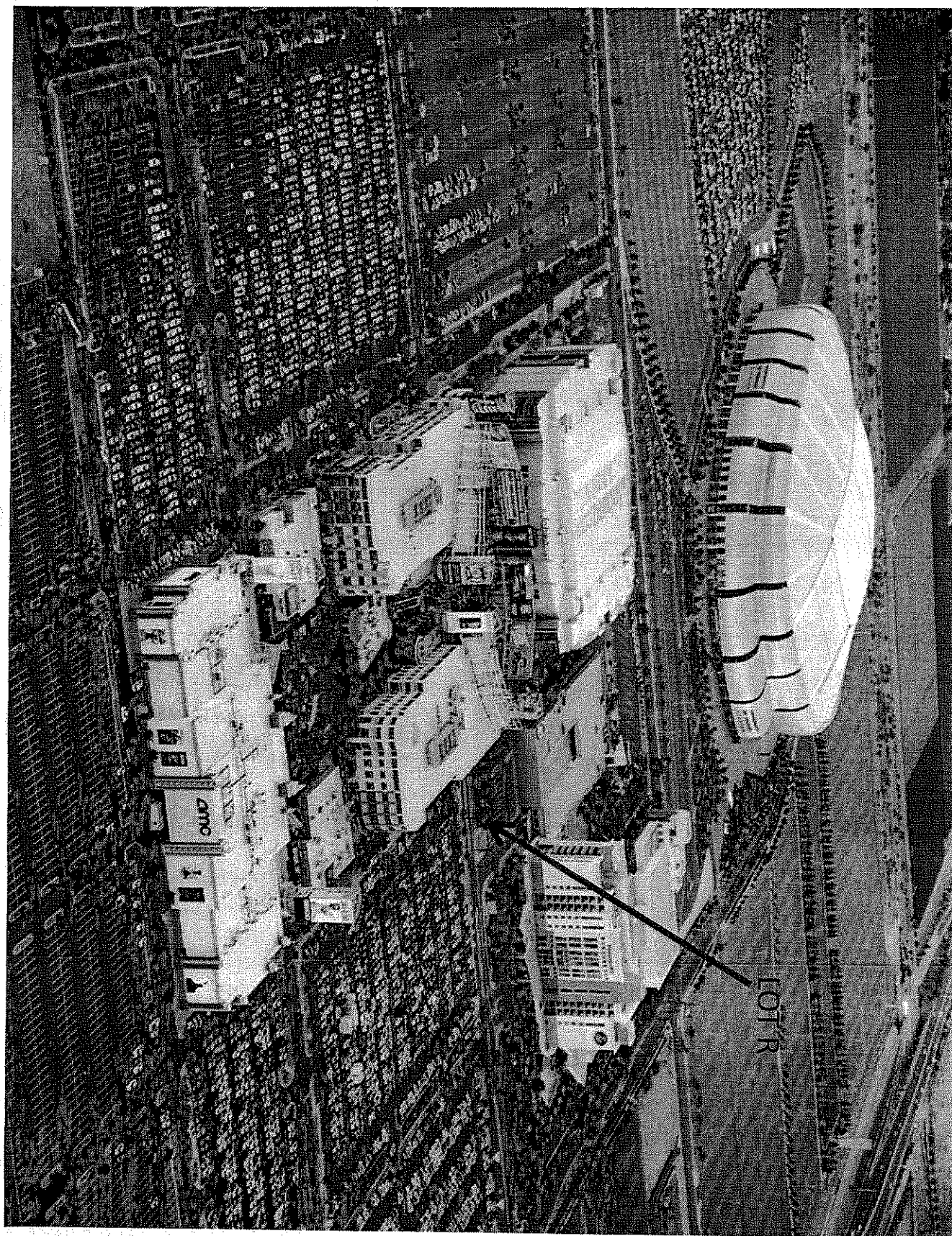
RENAISSANCE

JOHNSON.COM ARENA
NEW FRONTIER
CONCEPTS

JANSEN DALLIS WESTGATE

WISCONSIN INTERIOR DESIGN

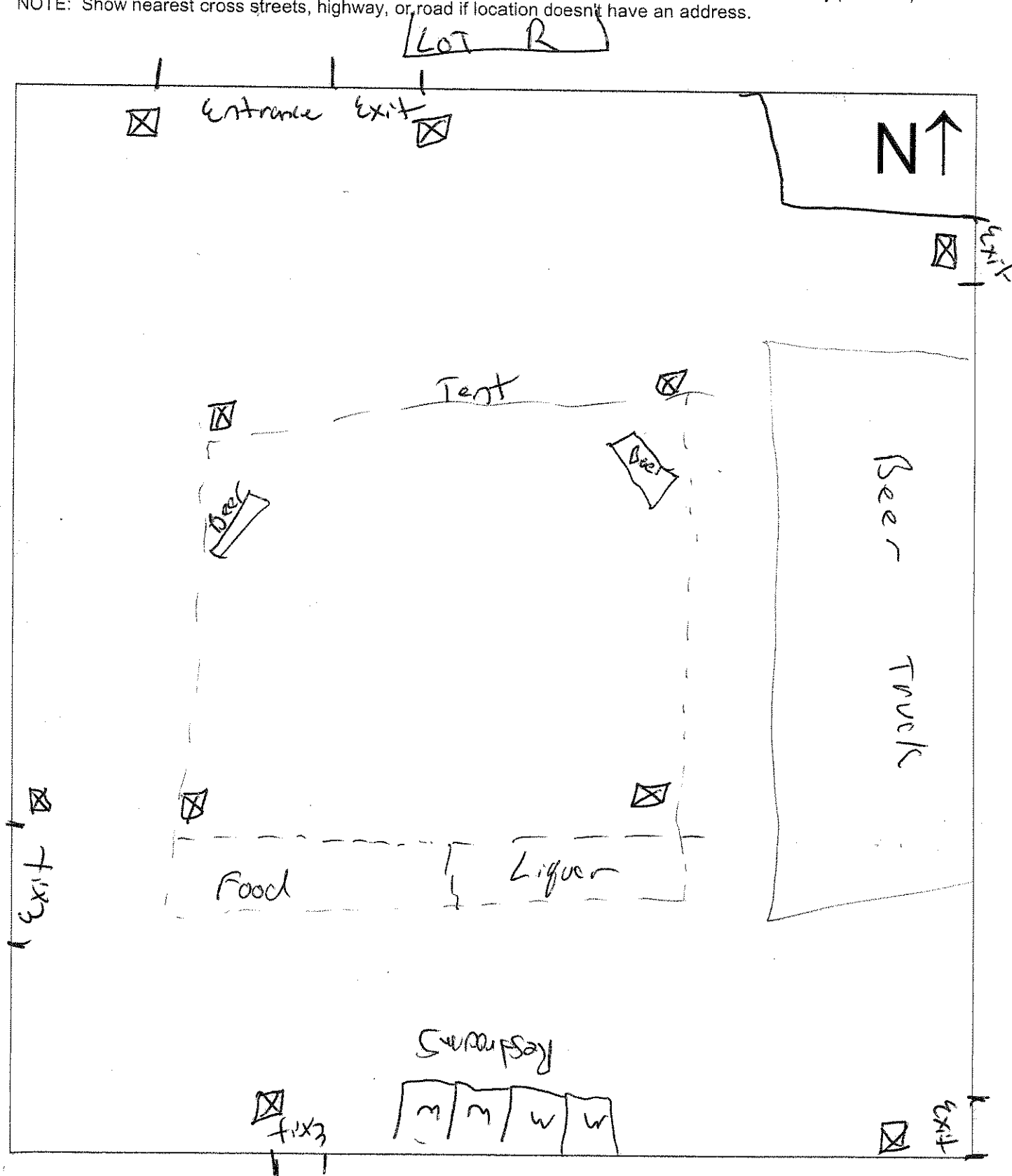
THE QUARTER AT
WESTGATE TOWNHOMES
171 UNITS



McFadden's

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

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



14-131

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **08-14-14**

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

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

Application Type: **New License**

Definition: New License

Business Name: **Marine Corps Scholarship Foundation**

Business Address: **909 N. Washington ST. Ste-400, Alexandria, VA 22314 (Event at Westgate)**

Applicant/s Information

Name: **Hammer, Alan**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/14/2013	Other Suites	New ownership call history beginning:
Liquor Related	3		
Vice Related			
Drug Related	1		
Fights / Assaults	16		
Robberies			
Burglary / Theft	11		
911 calls	1		
Trespassing	3		
Accidents	2		
Fraud / Forgery	3		
Threats			
Criminal damage	4		
Other non-criminal*	29		
Other criminal	4		
Total calls for service	77	N/A	N/A

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

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

All proceeds from this event go to the Marine Corps Scholarship Foundation.

Event is scheduled for 10-26-14 (Sun) (Green Legion Philadelphia Eagles Tailgate Party).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Calls for Service are for the entire shared address of 6751 N. Sunset Blvd. The event will be taking place in a portion of the parking lot at this address.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-14-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>8/18/2014</u>



Legislation Description

File #: 14-171, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, NATIONAL KIDNEY FOUNDATION OF ARIZONA

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the National Kidney Foundation of Arizona, submitted by Rita Espena Luongo. The event will be held at Westgate in Parking Lot 3 located at 6770 North Sunrise Boulevard on Sunday, October 26, 2014, from 7 a.m. to 11:59 p.m. The purpose of this special event liquor license is for fundraising at the Philadelphia Eagles football game tailgate party.

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

Background Summary

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

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY

LICENSE #

1. Name of Organization: National Kidney Foundation of Arizona
2. Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]
3. The organization is a: (check one box only)
- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both
- Philly Tailgate @ Calico Jacks

5. Location of the event: 6770 n sunrise blvd Glendale Maricopa 85305
Address of physical location (Not P.O. Box) City County Zip
- Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

6. Applicant: Luongo Rita Espena [REDACTED]
Last First Middle Date of Birth
7. Applicant's Mailing Address: 360 E Coronado Rd, Suite 180 Phoenix AZ 85004
Street City State Zip
8. Phone Numbers: () [REDACTED] (602) 840-1644 [REDACTED]
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>October 26, 2014</u>	<u>Sunday</u>	<u>7:00 AM</u>	<u>11:59 PM</u>
Day 2:	<u></u>	<u></u>	<u></u>	<u></u>
Day 3:	<u></u>	<u></u>	<u></u>	<u></u>
Day 4:	<u></u>	<u></u>	<u></u>	<u></u>
Day 5:	<u></u>	<u></u>	<u></u>	<u></u>
Day 6:	<u></u>	<u></u>	<u></u>	<u></u>
Day 7:	<u></u>	<u></u>	<u></u>	<u></u>
Day 8:	<u></u>	<u></u>	<u></u>	<u></u>
Day 9:	<u></u>	<u></u>	<u></u>	<u></u>
Day 10:	<u></u>	<u></u>	<u></u>	<u></u>

September 2011

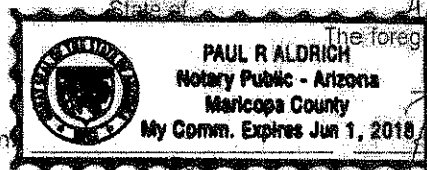
*Disabled individuals requiring special accommodations, please call (602) 542-9027

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

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

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

X [Signature] Dir. of Admin 8/11/14 (602) 845-7915
(Signature) (Title/Position) (Date) (Phone #)



My Commission expires on _____

The foregoing instrument was acknowledged before me this 11 Aug 2014
(Day) (Month) (Year)

[Signature]
(Signature of NOTARY PUBLIC)

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

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

X [Signature] Arizona Maricopa
(Signature) (State) (County)
The foregoing instrument was acknowledged before me this 11 Aug 2014
(Day) (Month) (Year)

My commission expires on _____

[Signature]
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

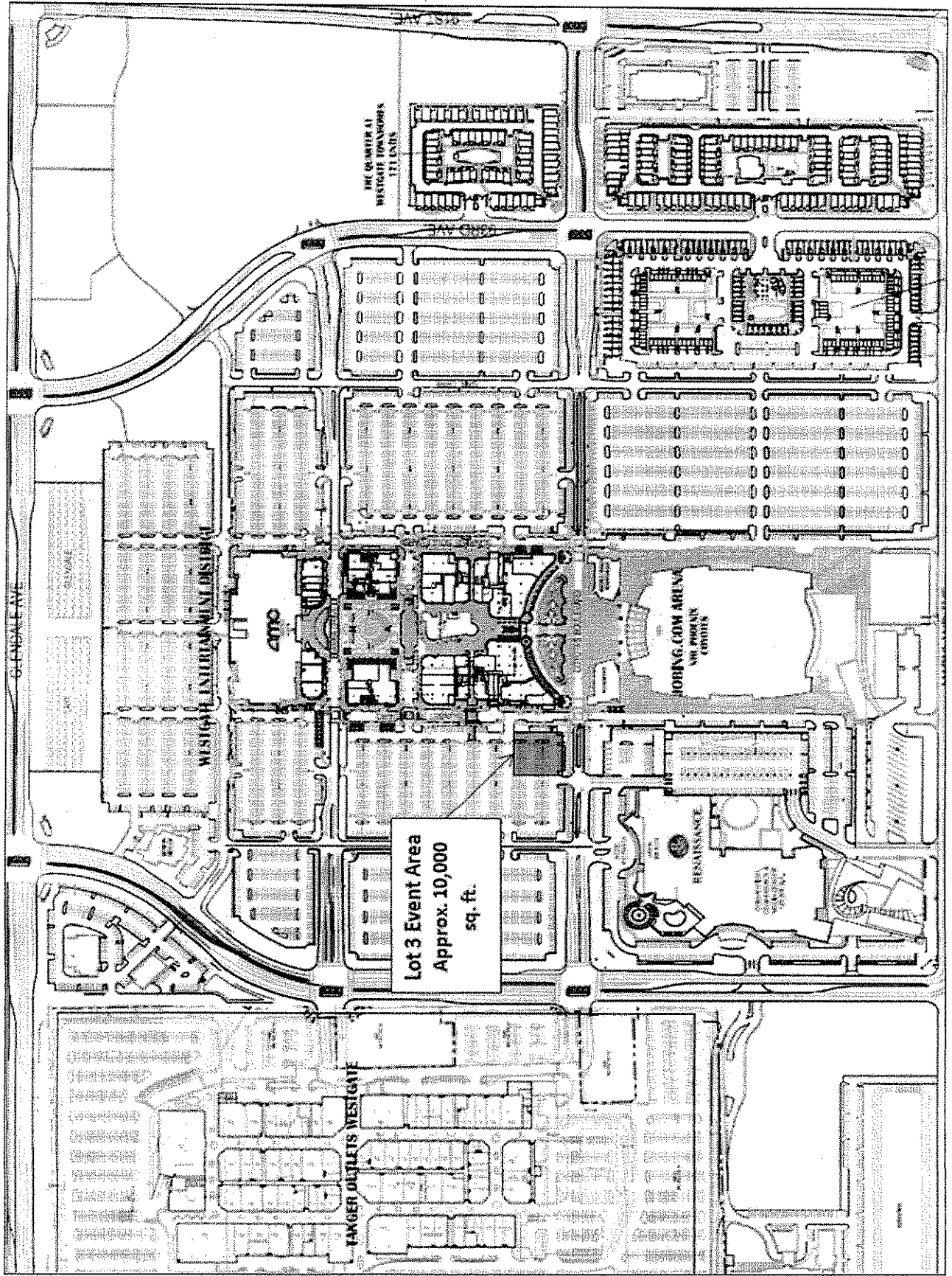
☐ DISAPPROVED

BY: _____

(Title)

(Date)

Calico Jack's Philadelphia Eagles Tailgate Location

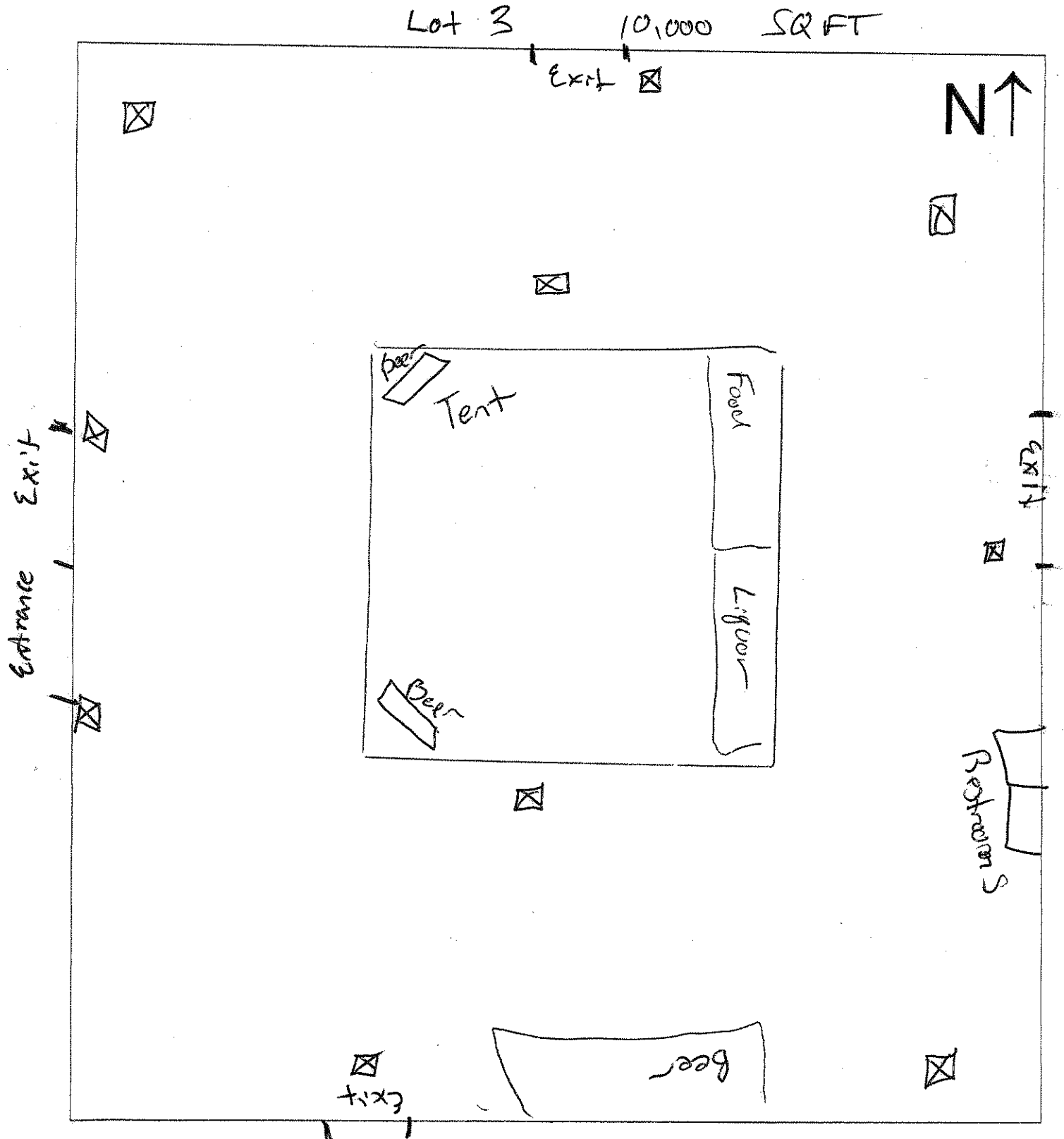


Security

Calico Jacks

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

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



14-130

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-14-14

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

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

Application Type: **New License**

Definition: New License

Business Name: **National Kidney Foundation of Arizona**

Business Address: **360 E. Coronado RD #180, Phoenix, AZ 85004 (Event at Westgate)**

Applicant/s Information

Name: **Luongo, Rita**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/14/2013	Other Suites	New ownership call history beginning:
Liquor Related	3		
Vice Related			
Drug Related	1		
Fights / Assaults	16		
Robberies			
Burglary / Theft	11		
911 calls	1		
Trespassing	3		
Accidents	2		
Fraud / Forgery	3		
Threats			
Criminal damage	4		
Other non-criminal*	29		
Other criminal	4		
Total calls for service	77	N/A	N/A

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

GLENDAL POLICE DEPARTMENT
Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

All proceeds from this event go to the National Kidney Foundation of Arizona.

Event is scheduled for 10-26-14 (Sun) (Philadelphia Eagles Tailgate at Calico Jacks).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

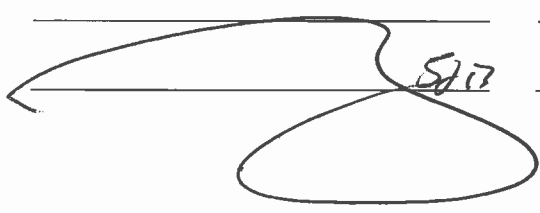
Calls for Service are for the entire shared address of 6751 N. Sunset Blvd. The event will be taking place in a portion of the parking lot at this address.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-14-14</u>
CID Lieutenant or Commander	<u></u>	<u></u>
Deputy City Attorney	<u></u>	<u></u>
Chief of Police or designee	 <u>Sgt [illegible]</u>	<u>8/15/2014</u>



Legislation Description

File #: 14-173, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, GLENDALE CIVIC PRIDE AMBASSADORS FOUNDATION

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the Glendale Civic Pride Ambassadors Foundation, submitted by Nancy Jane Lenox. The event will be held at DeVry University located at 6751 North Sunset Boulevard, Suite 104 on Saturday, October 4, 2014, from 6 p.m. to 9 p.m. The purpose of this special event liquor license is for a fundraising event.

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

Background Summary

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

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RECEIVED AUG - 6 2014

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY

LICENSE #

- Name of Organization: GCPA Foundation
- Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]
- The organization is a: (check one box only)
 - ☐ Charitable
 - ☐ Fraternal (must have regular membership and in existence for over 5 years)
 - ☒ Civic
 - ☐ Religious
 - ☐ Political Party, Ballot Measure, or Campaign Committee
- What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☒ both
most likely will receive wine as raffle/auction items
- Location of the event: DeVry University 6751 N. Sunset Blvd Glendale AZ 85305

Address of physical location (Not P.O. Box)
City
County
Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)
- Applicant: Lenox Nancy Jane [REDACTED]

Last
First
Middle
Date of Birth
- Applicant's Mailing Address: [REDACTED]

Street
City
State
Zip
- Phone Numbers: [REDACTED] (623) 572-3300 [REDACTED]

Site Owner #
Applicant's Business #
Applicant's Home #
- Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	10/4/14	Saturday	6 pm	9 pm
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

September 2011

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☒ YES ☐ NO
If yes, attach a copy of the agreement. Gail Meyers

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name GCPA Foundation 25%
Address P.O. Box 8032, Glendale AZ 85312-8032
Percentage
Name Upward Foundation 75%
Address 6306 N. 7th St Phoenix, AZ 85014
Percentage
(Attach additional sheet if necessary)

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

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

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

1 # Police ☐ Fencing
1 # Security personnel ☒ Barriers

Alcohol will be served on patio (event) area on 3rd floor.
Must leave building via 1st floor. Will have security at that
location

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

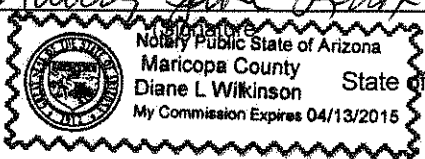
(ATTACH COPY OF AGREEMENT)

N/A ()
Name of Business Phone Number

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

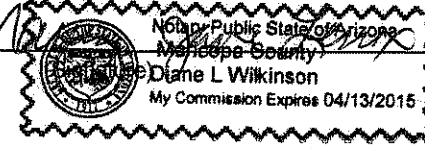
THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Nancy Jane Lenox declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Nancy Jane Lenox President 8/5/14 (602) 568-6203
(Title/Position) (Date) (Phone #)
 Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
05 08 2014
Day Month Year
My Commission expires on: 4-13-2015 Diane L Wilkinson
(Date) (Signature of NOTARY PUBLIC)

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

19. I, Nancy Jane Lenox declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Nancy Jane Lenox State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this
05 08 2014
Day Month Year
My commission expires on: 4-13-2015 Diane L Wilkinson
(Date) (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

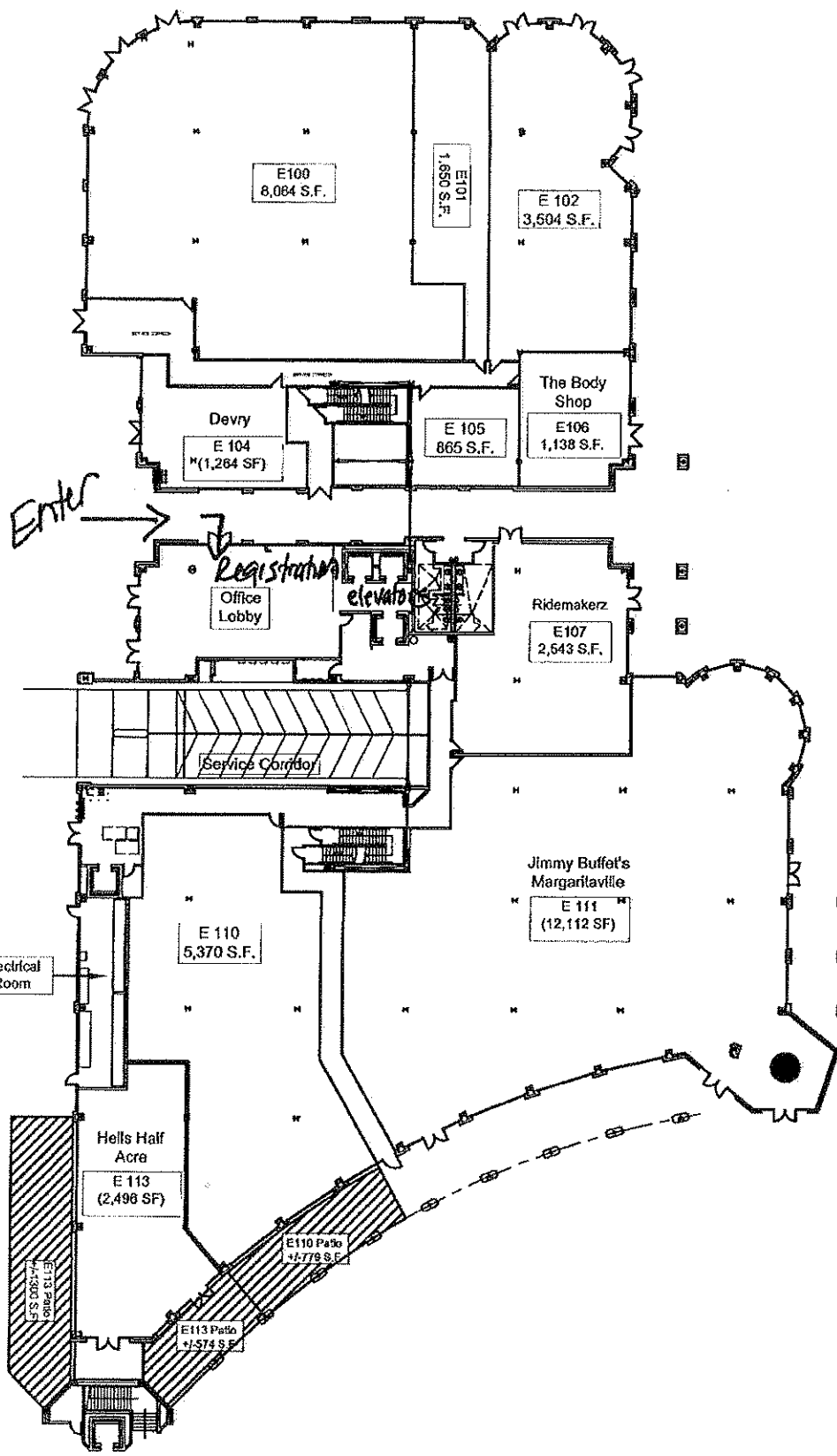
☐ APPROVED

☐ DISAPPROVED

BY:

(Title) (Date)

Coyotes Blvd
Public Parking



BUILDING E 1st Floor
(GROUND FLOOR)

LEASE PLAN (12.30.11)
** PROJECTED DEVELOPMENT PLANS - SUBJECT TO CHANGE**

SCALE: N.T.S.

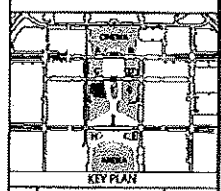


CONTACT: GOLDEN ST. JOHN
Egoldens@corntore.com
P.480.947.7200



evolution design
ARCHITECTURE & INTERIOR DESIGN

WESTGATE
CITY CENTER



LOD PLANS

Scale: None

BUILDING E
GROUND FLOOR

Sheet Number

LP-E

14-128

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **08-14-14**

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

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

Application Type: **New License**

Definition: New License

Business Name: **GCPA Foundation**

Business Address: **P.O.Box 8032, Glendale, AZ 85312 (Event at DeVry University Westgate
6751 N. Sunset Blvd. Suite-104)**

Applicant/s Information

Name: **Lenox, Nancy**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/14/2013	Other Suites	New ownership call history beginning:
Liquor Related		3	
Vice Related			
Drug Related		1	
Fights / Assaults		16	
Robberies			
Burglary / Theft		11	
911 calls		1	
Trespassing		3	
Accidents		2	
Fraud / Forgery		3	
Threats			
Criminal damage		4	
Other non-criminal*		31	
Other criminal		4	
Total calls for service	0	79	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

All proceeds from this event go to the GCPA Foundation and Upward Foundation.

Event is scheduled for 10-04-14 (Sat).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

Investigating Officer – M. Ervin

M. ERVIN

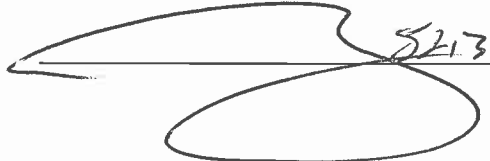
Date

8-14-14

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee

 S213

8/18/2014



Legislation Description

File #: 14-174, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. THOMAS MORE PARISH

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the St. Thomas More Parish, submitted by James F. Turner. The event will be held at St. Thomas More Parish located at 6180 West Utopia Road on Sunday, October 26, 2014, from 4 p.m. to 7 p.m. The purpose of this special event liquor license is for a fundraising event.

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

Background Summary

St. Thomas More Parish is zoned R1-7 (Single-Family Residential) and located in the Cholla District. If this application is approved, the total number of days expended by this applicant will be one of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY
LICENSE #

1. Name of Organization: ST THOMAS MORE PARISH
 2. Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]
 3. The organization is a: (check one box only)

☐ Charitable

☐ Fraternal (must have regular membership and in existence for over 5 years)

☐ Civic

☐ Political Party, Ballot Measure, or Campaign Committee

☒ Religious
 4. What is the purpose of this event? SOCIAL - PARISH PICNIC
 5. Location of the event: 6180 WEST UTOPIA ROAD GLENDALE MARICOPA 85308

Address of physical location (Not P.O. Box)
City
County
Zip
- Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**
6. Applicant: TURNER JAMES F. [REDACTED]

Last
First
Middle
Date of Birth
 7. Applicant's Mailing Address: 6180 WEST UTOPIA ROAD GLENDALE AZ 85308

Street
City
State
Zip
 8. Phone Numbers: (623) 566-8222 (623) 566-8222 [REDACTED]

Site Owner #
Applicant's Business #
Applicant's Home #
 9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>10-26-14</u>	<u>SUNDAY</u>	<u>4pm</u>	<u>7pm</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?

☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT.

Name ST THOMAS MORE PARISH 100%
Percentage

Address 6180 WEST UTOPIA ROAD GLENDALE 85308
Percentage

Name _____
Percentage

Address _____

(Attach additional sheet if necessary)

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

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

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

2 # Police ☐ Fencing
____ # Security personnel ☐ Barriers

16. Is there an existing liquor license at the location where the special event is being held?

☐ YES ☒ NO

If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?

☐ YES ☐ NO

(ATTACH COPY OF AGREEMENT)

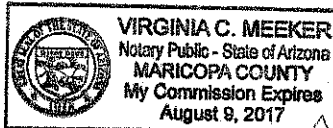
ST THOMAS MORE CATHOLIC CHURCH (623) 576 8222
Name of Business Phone Number

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

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

18. I, JAMES TURNER declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] PASTOR 1/23/14 (623) 5668222
(Signature) (Title/Position) (Date) (Phone #)



State of

ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

23rd JANUARY 2014
Day Month Year

My Commission expires on: AUGUST 9, 2017
(Date)

[Signature]
(Signature of NOTARY PUBLIC)

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

19. I, JAMES TURNER declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this

23rd JANUARY 2014
Day Month Year

My Commission expires on: AUGUST 9, 2017
(Date)

[Signature]
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

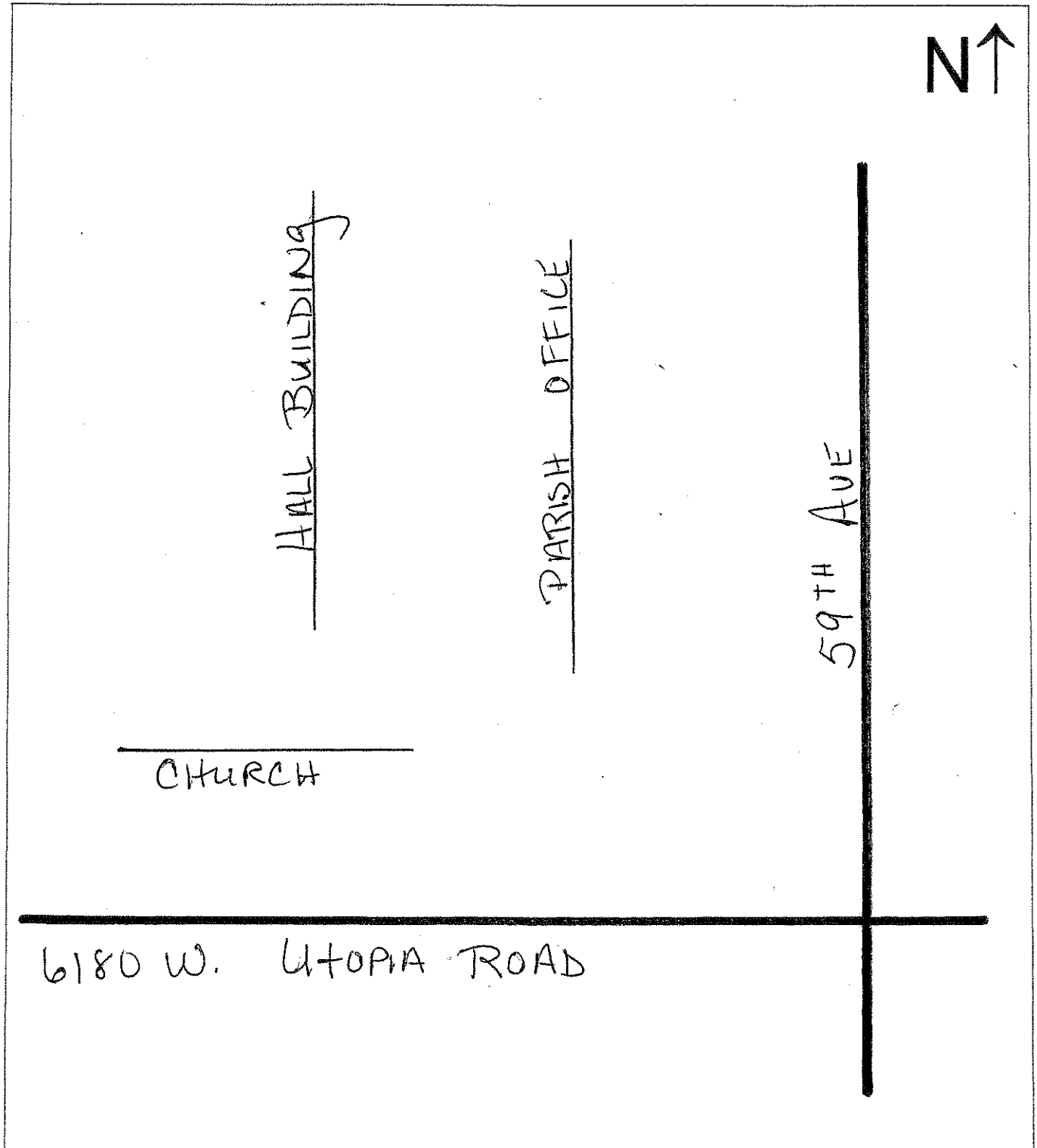
☐ APPROVED ☐ DISAPPROVED

BY:

(Title) (Date)

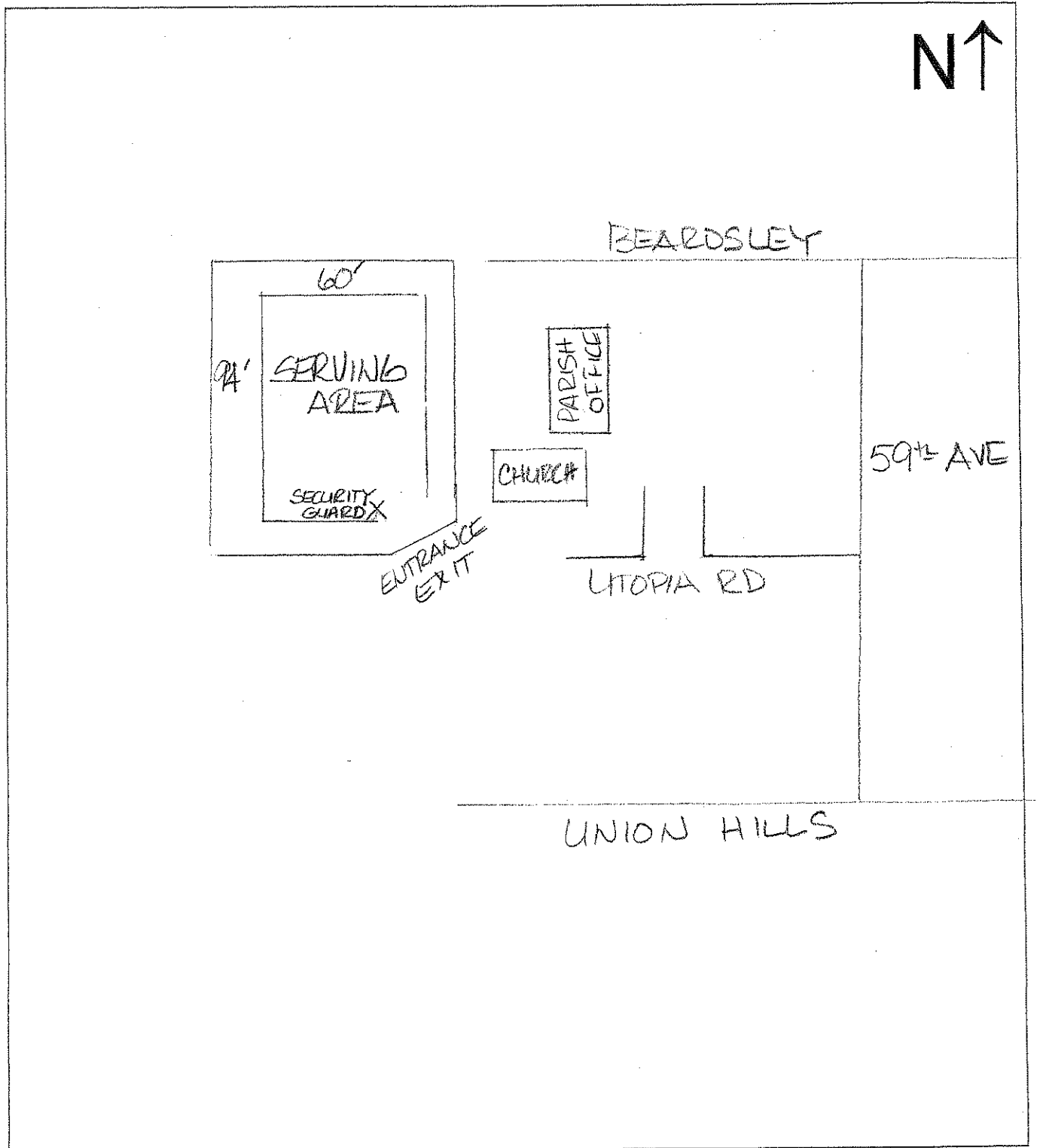
SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

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



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

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



14-114

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-05-14

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

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

Application Type: **New License**

Definition: New License

Business Name: **St. Thomas More Parish**

Business Address: **6180 W. Utopia Rd**

Applicant/s Information

Name: **Turner, James F.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/5/2013	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	3		
Other criminal	1		
Total calls for service	5	N/A	N/A

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

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

All proceeds from this event go to the St. Thomas More Parish.

Event is scheduled for 10-26-14 (Social - Parish picnic)

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

Investigating Officer – M. Ervin

M. ERVIN

Date

8-5-14

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee

52B

8/6/2014



Legislation Description

File #: 14-178, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN CATHOLIC CHURCH

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for St. Helen Catholic Church, submitted by Donald J. Gorny. The event will be held inside St. Helen's Social Center located at 5510 West Cholla Street on Saturday, October 4, 2014, from 5 p.m. to 10 p.m. The purpose of this special event liquor license is for a fundraising event.

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

Background Summary

St. Helen's Social Center is zoned R1-7 (Single-Family Residential) and located in the Barrel District. St. Helen Catholic Church hosted prior events on February 8 and July 19, 2014; therefore, if this application is approved, the total number of days expended by this applicant will be three of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY

LICENSE #

1. Name of Organization: ST. HELEN CATHOLIC CHURCH

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

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

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

4. What is the purpose of this event? SOCIAL

5. Location of the event: 5510 W. CHOWA ST; GLENDALE, MARICOPA, 85304

Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: GORMY DONALD J. [REDACTED]

Last First Middle Date of Birth

7. Applicant's Mailing Address: [REDACTED]

Street City State Zip

8. Phone Numbers: (623) 979-4202 () [REDACTED]

Site Owner # Applicant's Business # Applicant's Home #

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

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>10/4/2014</u>	<u>SAT</u>	<u>5:00 PM</u>	<u>10:00 PM</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?

☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 3 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT.

Name ST. HELENI CATHOLIC CHURCH 100%
Percentage

Address 5510 W. CHOWA ST ; GLENDALE, AZ 85204

Name _____ Percentage _____

Address _____
(Attach additional sheet if necessary)

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

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

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

 # Police ☐ Fencing
2 # Security personnel ☐ Barriers

16. Is there an existing liquor license at the location where the special event is being held?

☐ YES ☒ NO

If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?

☐ YES ☐ NO

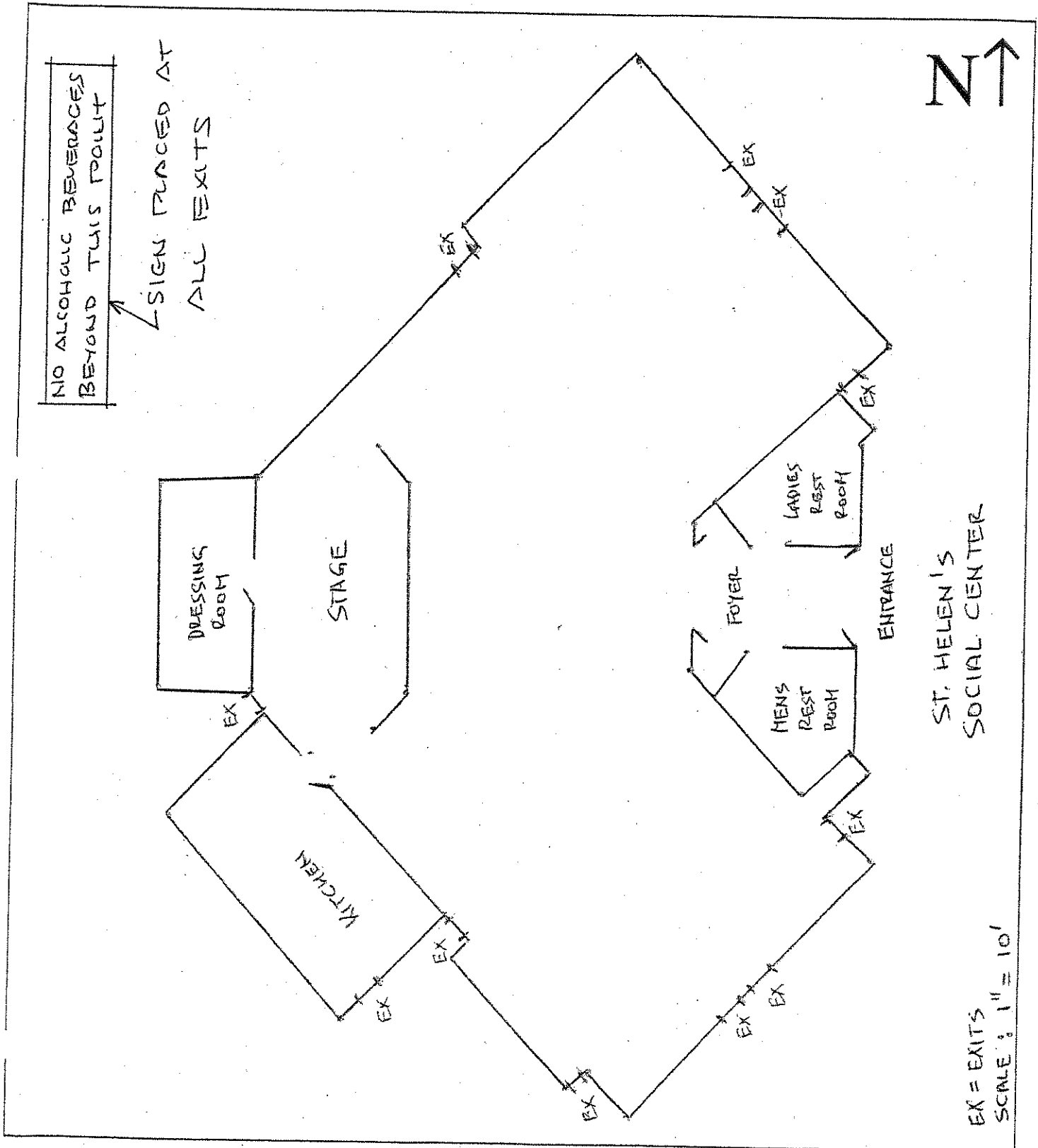
(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

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

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

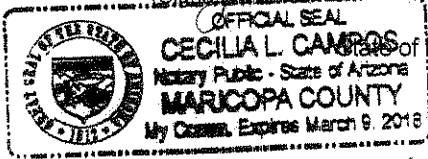
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

18. I, Donato J. Gorzay declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Donato J. Gorzay CHAIRPERSON 8/22/2014 (623) 930-0018
(Signature) (Title/Position) (Date) (Phone #)



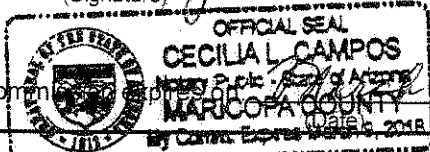
Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
25 August 2014
Day Month Year

My Commission expires on: March 9, 2018 Cecilia L. Campos
(Date) (Signature of NOTARY PUBLIC)

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

19. I, Donato J. Gorzay declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Donato J. Gorzay State of Arizona County of Maricopa
(Signature) The foregoing instrument was acknowledged before me this



August 25, 2014
Day Month Year
9, 2018 Cecilia L. Campos
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

(Title) (Date)

14-134

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Date: **08-26-14**License Type: **Series 15 Special Event (Temporary License)**

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

Application Type: **New License**

Definition: New License

Business Name: **St. Helen Catholic Church**Business Address: **5510 W. Cholla St.****Applicant/s Information**Name: **Gorny, Donald J.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/26/2013	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	1		
Other criminal			
Total calls for service	3	N/A	N/A

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

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

All proceeds from this event go to the St. Helen Catholic Church.

Event is scheduled for 10-04-14 (Sat) (Social).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

Date

Investigating Officer – M. Ervin

M. ERVIN

8-26-14

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee

[Signature] 8/26/14



Legislation Description

File #: 14-179, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, CITY OF GLENDALE OFFICE OF SPECIAL EVENTS

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve five special event liquor licenses for the City of Glendale Office of Special Events, submitted by Martin L. Dickey. These events will be held in downtown Glendale located at 58th Avenue and Glenn Drive. The purpose of these special event liquor licenses is for Glendale Glitters Spectacular Weekend on Friday, November 28 and Saturday, November 29; Glendale's Jingle Bell Rockin Nights on Friday, December 5 and Saturday, December 6; Glendale's Winter Wonderland on Friday, December 12 and Saturday, December 13, 2014; Glendale Glitter & Glow Block Party on Saturday, January 10, 2015; and Glendale's Chocolate Affaire on Friday, January 30, and Saturday, January 31, 2015.

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

Background Summary

Downtown Glendale is zoned C-2 (General Commercial) and located in the Ocotillo District. Effective July 24, 2014, under the provisions of A.R.S. § 4-203.02, it allows for an unlimited number of special event liquor licenses at locations controlled by the city, therefore, the allowed 12 days per calendar year does not apply to these special event liquor license applications. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: City of Glendale Special Events Department
2. Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]
3. The organization is a: (check one box only)
- ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☒ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both
- Glendale Glitters Spectacular Weekend

5. Location of the event: 58th Ave and Glenn Dr Glendale Maricopa 85301
- Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: Dickey Martin L [REDACTED]
- Last First Middle Date of Birth
7. Applicant's Mailing Address: 5850 West Glendale Ave Glendale AZ 85301
- Street City State Zip
8. Phone Numbers: (623) 930-3077 (623) 930-3077 [REDACTED]
- Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>November 28, 2014</u>	<u>Friday</u>	<u>5:00 p.m.</u>	<u>10:00 p.m.</u>
Day 2:	<u>November 29, 2014</u>	<u>Saturday</u>	<u>5:00 p.m.</u>	<u>10:00 p.m.</u>
Day 3:	<u></u>	<u></u>	<u></u>	<u></u>
Day 4:	<u></u>	<u></u>	<u></u>	<u></u>
Day 5:	<u></u>	<u></u>	<u></u>	<u></u>
Day 6:	<u></u>	<u></u>	<u></u>	<u></u>
Day 7:	<u></u>	<u></u>	<u></u>	<u></u>
Day 8:	<u></u>	<u></u>	<u></u>	<u></u>
Day 9:	<u></u>	<u></u>	<u></u>	<u></u>
Day 10:	<u></u>	<u></u>	<u></u>	<u></u>

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for ⁶_____ days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name	City of Glendale	50%
		Percentage
Address 5850 W. Glendale Ave Glendale, AZ 85301		
<hr/>		
Name	Civic Pride Ambassadors	50%
		Percentage
Address PO Box 8032 Glendale, AZ 853112		
<hr/>		
(Attach additional sheet if necessary)		

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

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

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

⁴_____ # Police ☒ Fencing
¹⁰_____ # Security personnel ☐ Barriers

3' high fence will enclose designated beer garden with entrances and exits staffed by police and security

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

(ATTACH COPY OF AGREEMENT)

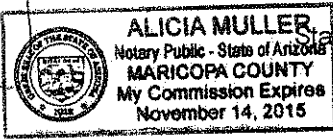
_____	()
Name of Business	Phone Number

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

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

18. I, Julie Watters declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Julie Watters Communications Director 7-29-14 (623) 930-2088
(Signature) (Title/Position) (Date) (Phone #)



State of

Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

29 July 2014
Day Month Year

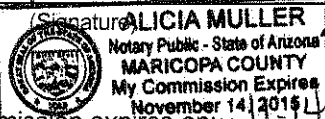
My Commission expires on: 11-14-15
(Date)

[Signature]
(Signature of NOTARY PUBLIC)

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

19. I, Martin Dickey declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Martin Dickey State of Arizona County of Maricopa
(Signature) The foregoing instrument was acknowledged before me this



29 July 2014
Day Month Year

My commission expires on: 11-14-15
(Date)

[Signature]
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

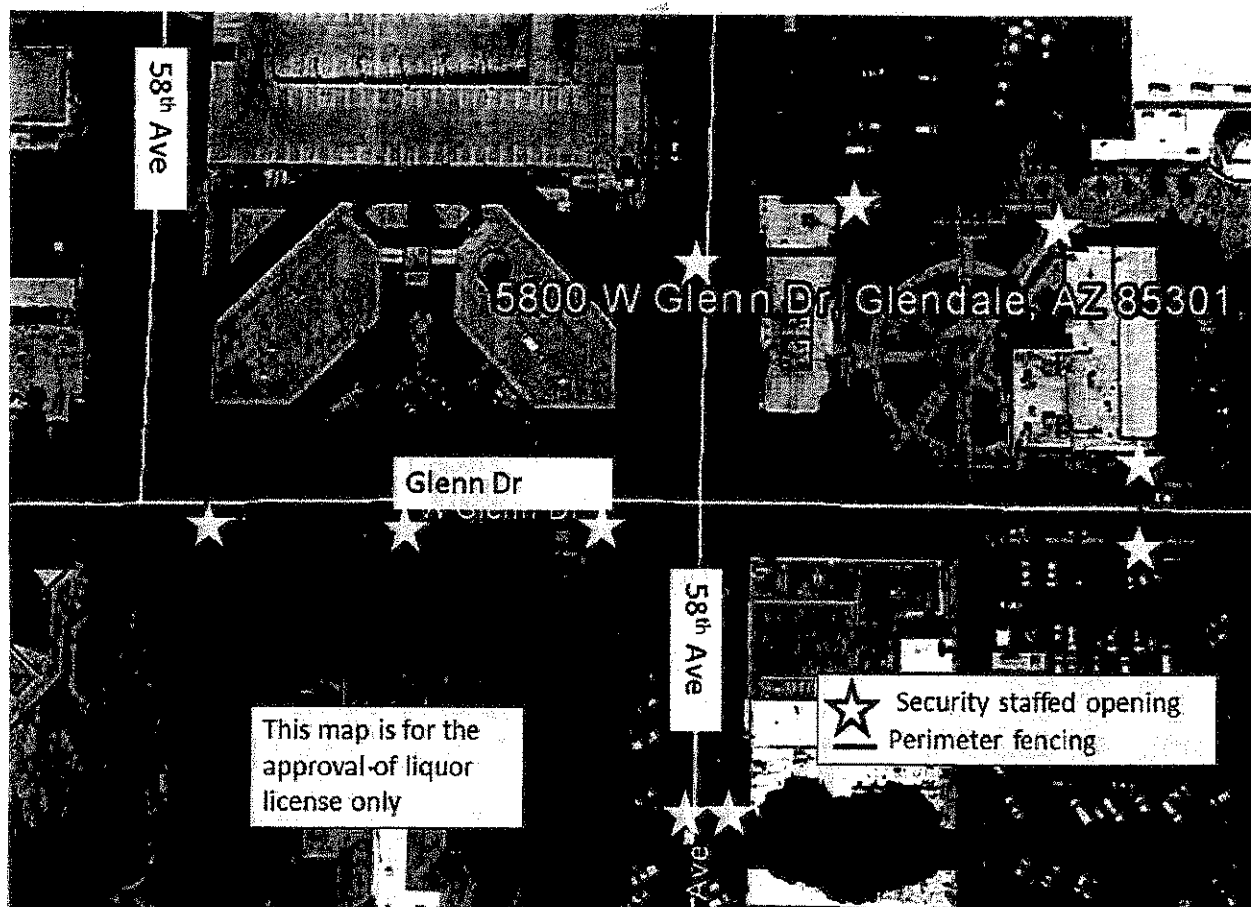
☐ APPROVED ☐ DISAPPROVED BY: _____

(Title) (Date)

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

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

N ↑



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY

LICENSE #

1. Name of Organization: City of Glendale Special Events Department

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

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

☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)

☒ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

Glendale's Jingle Bell Rockin Nights

5. Location of the event: 58th Ave and Glenn Dr Glendale Maricopa 85301
Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: Dickey Martin L [REDACTED]
Last First Middle Date of Birth

7. Applicant's Mailing Address: 5850 West Glendale Ave Glendale AZ 85301
Street City State Zip

8. Phone Numbers: (623) 930-3077 (623) 930-3077 [REDACTED]
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>December 5, 2014</u>	<u>Friday</u>	<u>6:00 p.m.</u>	<u>10:00 p.m.</u>
Day 2:	<u>December 6, 2014</u>	<u>Saturday</u>	<u>6:00 p.m.</u>	<u>10:00 p.m.</u>
Day 3:	<u></u>	<u></u>	<u></u>	<u></u>
Day 4:	<u></u>	<u></u>	<u></u>	<u></u>
Day 5:	<u></u>	<u></u>	<u></u>	<u></u>
Day 6:	<u></u>	<u></u>	<u></u>	<u></u>
Day 7:	<u></u>	<u></u>	<u></u>	<u></u>
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10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for ⁸_____ days this year, including this event
(not to exceed 10 days per year).

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If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name City of Glendale 50%
Percentage

Address 5850 W. Glendale Ave Glendale, AZ 85301

Name Civic Pride Ambassadors 50%
Percentage

Address PO Box 8032 Glendale, AZ 853112
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
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NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

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

⁴_____ # Police ☒ Fencing
¹⁰_____ # Security personnel ☐ Barriers

3' high fence will enclose designated beer garden with entrances and exits staffed by police and security

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

(ATTACH COPY OF AGREEMENT)

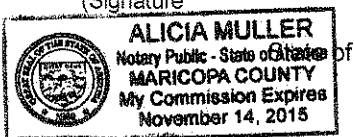
Name of Business ()
Phone Number

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

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

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

X Julie Watters Communications Director 7-29-14 (623) 930-2088
(Signature) (Title/Position) (Date) (Phone #)



Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 29 July 2014
Day Month Year

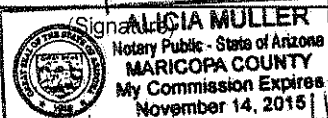
My Commission expires on: 11-14-15
(Date)

Alicia Muller
(Signature of NOTARY PUBLIC)

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

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

X Martin Dickey State of Arizona County of Maricopa
(Signature) (Title/Position) (Date) (Phone #)



The foregoing instrument was acknowledged before me this 29 July 2014
Day Month Year

My commission expires on: 11-14-15
(Date)

Alicia Muller
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

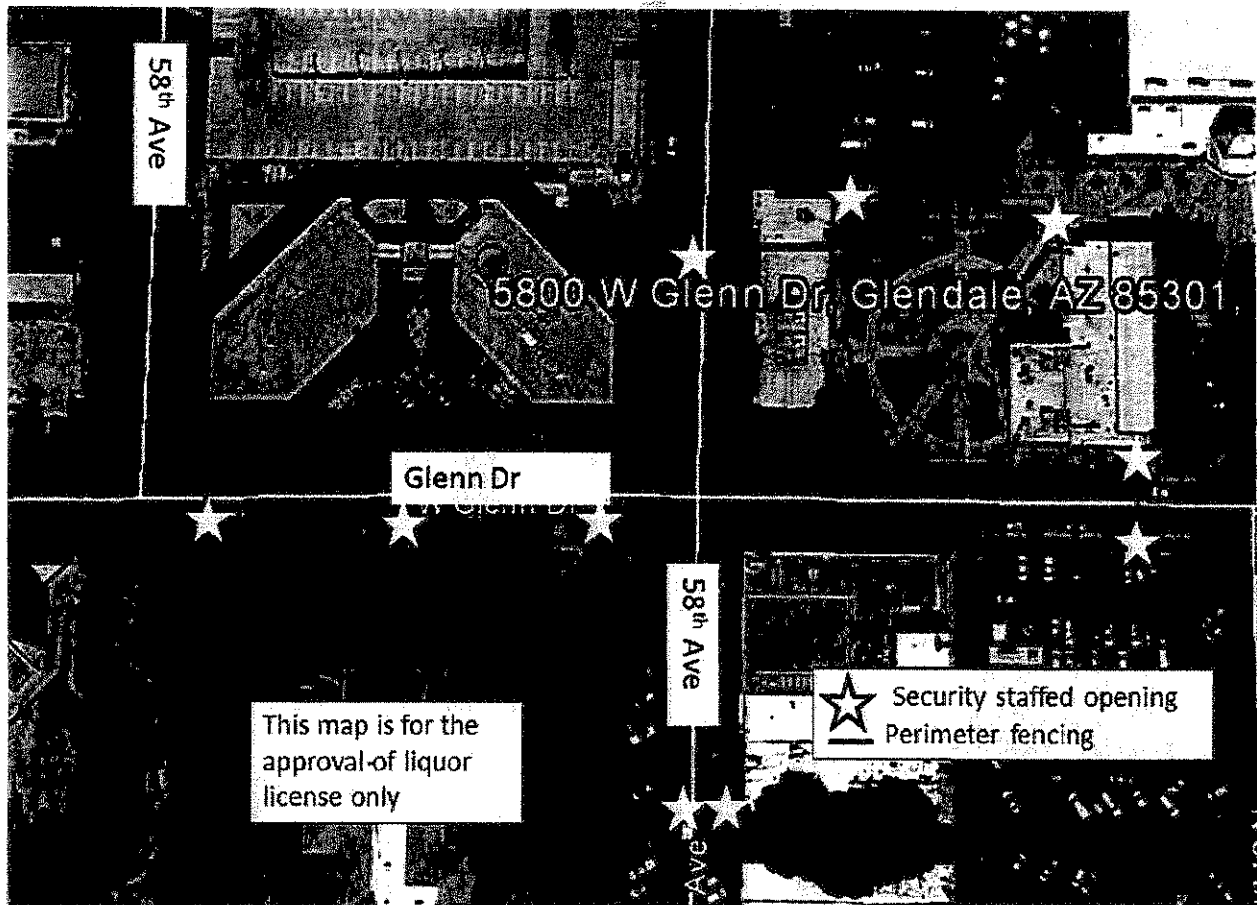
☐ APPROVED ☐ DISAPPROVED BY: _____

(Title) (Date)

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

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

N ↑



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW **10 BUSINESS DAYS** FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY

LICENSE #

1. Name of Organization: City of Glendale Special Events Department

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

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

☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)

☒ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

Glendale's Winter Wonderland

5. Location of the event: 58th Ave and Glenn Dr Glendale Maricopa 85301

Address of physical location (Not P.O. Box)

City

County

Zip

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

6. Applicant: Dickey Martin L [REDACTED]
Last First Middle Date of Birth

7. Applicant's Mailing Address: 5850 West Glendale Ave Glendale AZ 85301
Street City State Zip

8. Phone Numbers: (623) 930-3077 (623) 930-3077 [REDACTED]
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>December 12, 2014</u>	<u>Friday</u>	<u>6:00 p.m.</u>	<u>10:00 p.m.</u>
Day 2:	<u>December 13, 2014</u>	<u>Saturday</u>	<u>6:00 p.m.</u>	<u>10:00 p.m.</u>
Day 3:	<u></u>	<u></u>	<u></u>	<u></u>
Day 4:	<u></u>	<u></u>	<u></u>	<u></u>
Day 5:	<u></u>	<u></u>	<u></u>	<u></u>
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Day 10:	<u></u>	<u></u>	<u></u>	<u></u>

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for ¹⁰_____ days this year, including this event
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EVENT LIQUOR SALES.**

Name City of Glendale 50%
Percentage

Address 5850 W. Glendale Ave Glendale, AZ 85301

Name Civic Pride Ambassadors 50%
Percentage

Address PO Box 8032 Glendale, AZ 853112
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
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⁴_____ # Police ☒ Fencing
¹⁰_____ # Security personnel ☐ Barriers

3' high fence will enclose designated beer garden with entrances and exits staffed by police and security

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

(ATTACH COPY OF AGREEMENT)

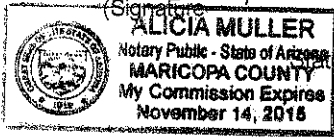
Name of Business () _____
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors
under the provisions of your license. The following page is to be used to prepare a diagram of your special
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THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

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

X Julie Watters Communications Director 7-29-14 (623) 930-2088
(Signature) (Title/Position) (Date) (Phone #)



Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

29 July 2014
Day Month Year

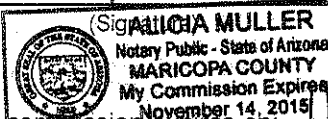
My Commission expires on: 11-14-15
(Date)

Alicia Muller
(Signature of NOTARY PUBLIC)

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

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

X Martin Dickey State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this



29 July 2014
Day Month Year

My commission expires on: 11-14-15
(Date)

Alicia Muller
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED

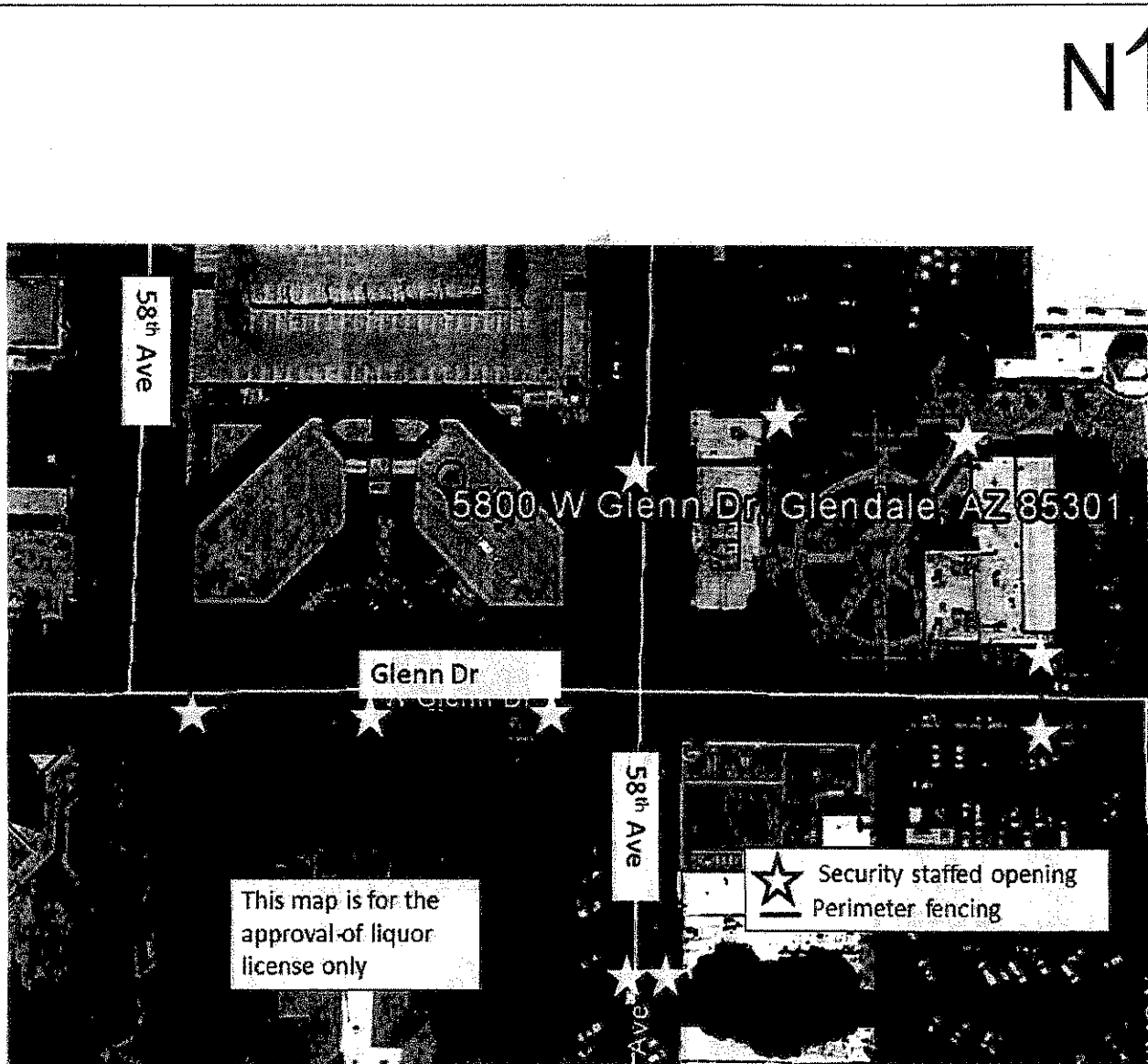
BY:

(Title)

(Date)

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

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



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY

LICENSE #

1. Name of Organization: City of Glendale Special Events Department
2. Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]
3. The organization is a: (check one box only)
- ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☒ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

Glendale Glitter & Glow Block Party

5. Location of the event: 58th Ave and Glenn Dr Glendale Maricopa 85301

Address of physical location (Not P.O. Box)

City

County

85301

Zip

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

6. Applicant: Dickey Martin L [REDACTED]
- Last First Middle Date of Birth

- | | | | | |
|---------------------------------|------------------------|----------|-------|-------|
| 7. Applicant's Mailing Address: | 5850 West Glendale Ave | Glendale | AZ | 85301 |
| | Street | City | State | Zip |

8. Phone Numbers: (623) 930-3077 Site Owner #
 (623) 930-3077 Applicant's Business #
 [REDACTED] Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	January 10, 2015	Saturday	4:00 p.m.	10:00 p.m.
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?

☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for _____ days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO

If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name City of Glendale

50%

Percentage

Address 5850 W. Glendale Ave Glendale, AZ 85301

Name Civic Pride Ambassadors

50%

Percentage

Address PO Box 8032 Glendale, AZ 853112

(Attach additional sheet if necessary)

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

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

4 # Police

☒ Fencing

10 # Security personnel

Barriers

3' high fence will enclose designated beer garden with entrances and exits staffed by police and security

16. Is there an existing liquor license at the location where the special event is being held?

☐ YES ☒ NO

If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?

☐ YES ☐ NO

(ATTACH COPY OF AGREEMENT)

Name of Business

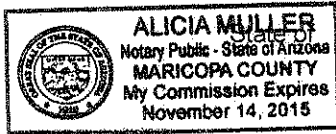
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18. I, Julie Watters declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Julie Watters Communications Director 7-29-14 (623) 930-2088
(Signature) (Title/Position) (Date) (Phone #)



Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
29 July 2014
Day Month Year

My Commission expires on: 11-14-15
(Date)

Alicia Muller
(Signature of NOTARY PUBLIC)

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

19. I, Martin Dickey declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Martin Dickey State of Arizona County of Maricopa
(Signature) The foregoing instrument was acknowledged before me this



29 July 2014
Day Month Year

My commission expires on: 11-14-15
(Date)

Alicia Muller
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

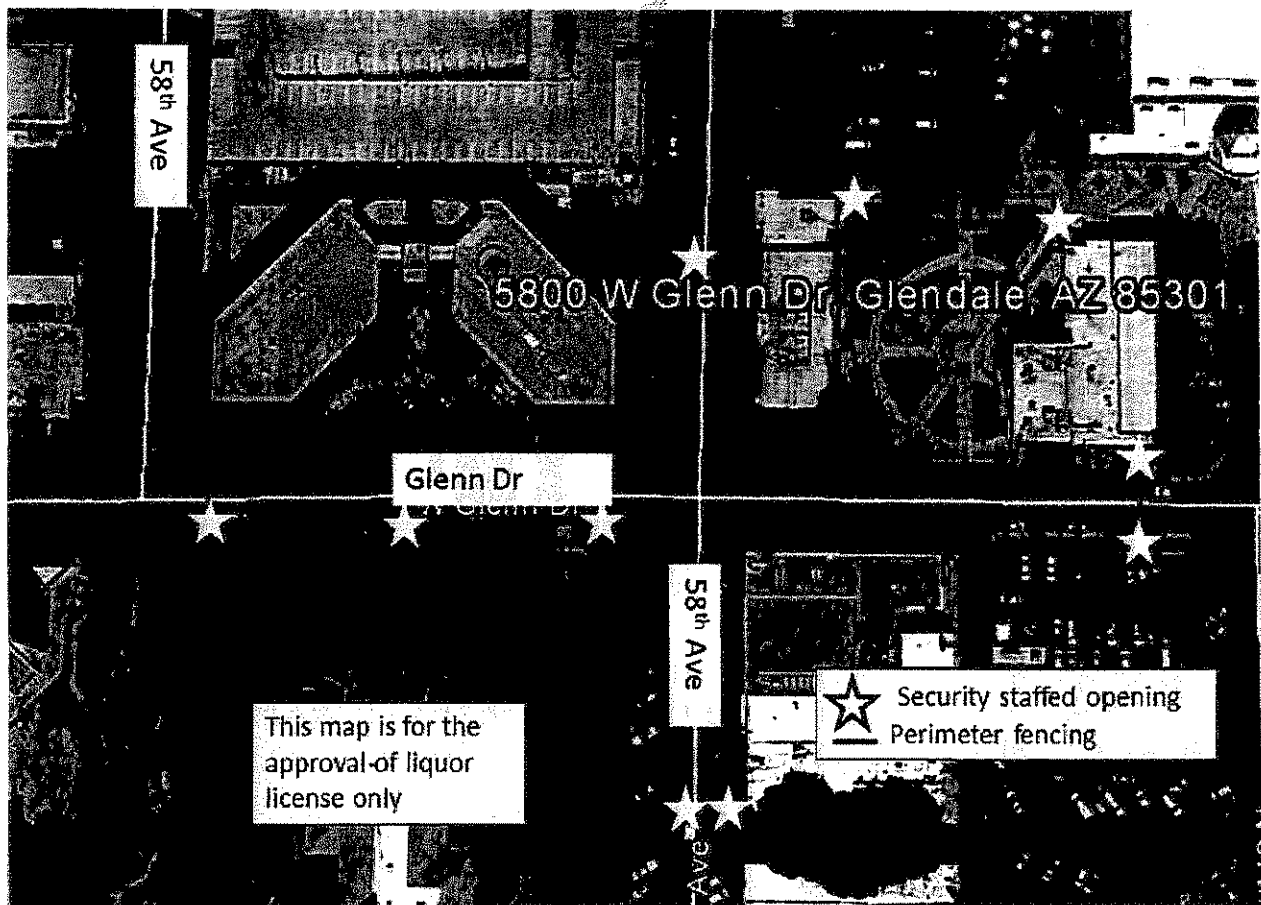
☐ DISAPPROVED

BY:

(Title) (Date)

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

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



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY
LICENSE #

1. Name of Organization: City of Glendale Special Events Department
2. Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]
3. The organization is a: (check one box only)
- ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☒ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both
- Glendale's Chocolate Affaire

5. Location of the event: 58th Ave and Glenn Dr Glendale Maricopa 85301
- Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: Dickey Martin L [REDACTED]
- Last First Middle Date of Birth

7. Applicant's Mailing Address: 5850 West Glendale Ave Glendale AZ 85301
- Street City State Zip

8. Phone Numbers: (623) 930-3077 (623) 930-3077 [REDACTED]
- Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>January 30, 2015</u>	<u>Friday</u>	<u>12 noon</u>	<u>10:00 p.m.</u>
Day 2:	<u>January 31, 2015</u>	<u>Saturday</u>	<u>10:00 a.m.</u>	<u>10:00 p.m.</u>
Day 3:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 4:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 5:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 6:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 7:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 8:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 9:	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Day 10:	<u> </u>	<u> </u>	<u> </u>	<u> </u>

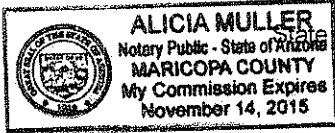
*Disabled individuals requiring special accommodations, please call (602) 542-9027

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

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

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

X Julie Watters Communications Director 7-29-14 (623) 930-2088
(Signature) (Title/Position) (Date) (Phone #)



Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

29 July 2014
Day Month Year

My Commission expires on: 11-14-15
(Date)

Alicia Muller
(Signature of NOTARY PUBLIC)

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

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

X Martin Dickey State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this



29 July 2014
Day Month Year

My commission expires on: 11-14-15
(Date)

Alicia Muller
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

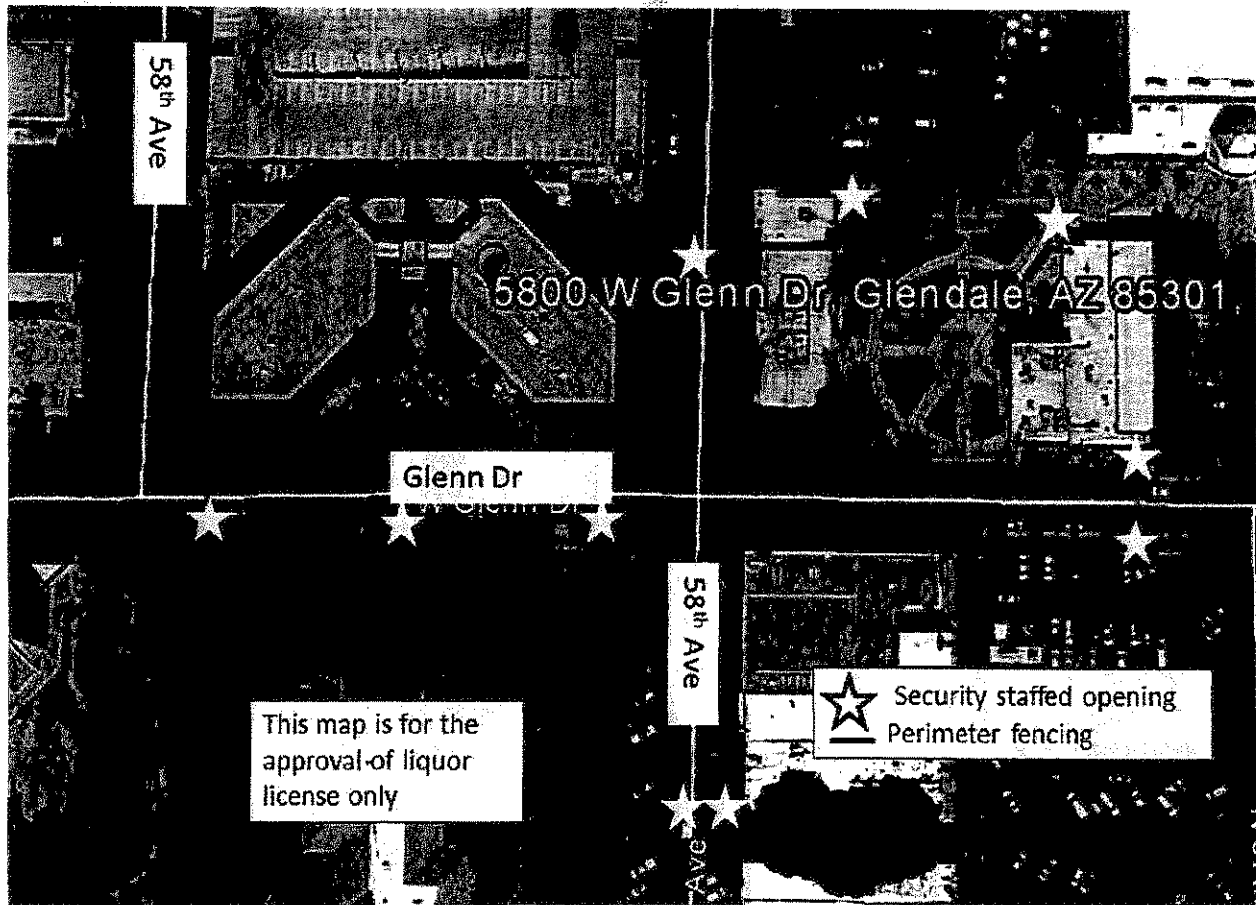
(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

(Title) (Date)

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

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



14-115

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-12-14

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

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

Application Type: **New License**

Definition: New license

Business Name: **City of Glendale**

Business Address: **5850 W. Glendale Ave**

Applicant/s Information

Name: **Dickey, Martin L.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/12/2013	Other Sultes	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related	1		
Fights / Assaults	1		
Robberies			
Burglary / Theft	2		
911 calls	7		
Trespassing	3		
Accidents	1		
Fraud / Forgery			
Threats	2		
Criminal damage	1		
Other non-criminal*	28		
Other criminal	2		
Total calls for service	49	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

Proceeds from this special event go to the City of Glendale and the Civic Pride Ambassadors .

Event is scheduled for 11-28-14 (Fri) and 11-29-14 (Sat) (Glendale Glitters Spectacular Weekend).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

Investigating Officer – M. Ervin

M. ERVIN

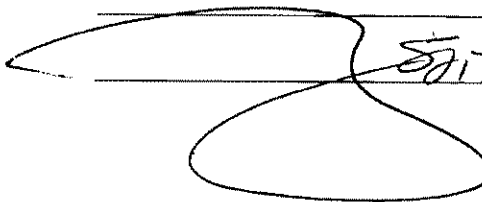
Date

8-13-14

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee

 8/13

8/13/2014

14-116

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-12-14

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

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

Application Type: **New License**

Definition: New license

Business Name: **City of Glendale**

Business Address: **5850 W. Glendale Ave**

Applicant/s Information

Name: **Dickey, Martin L.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/12/2013	Other Suites	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related	1		
Fights / Assaults	1		
Robberies			
Burglary / Theft	2		
911 calls	7		
Trespassing	3		
Accidents	1		
Fraud / Forgery			
Threats	2		
Criminal damage	1		
Other non-criminal*	28		
Other criminal	2		
Total calls for service	49	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

Proceeds from this special event go to the City of Glendale and the Civic Pride Ambassadors .

Event is scheduled for 12-05-14 (Fri) and 12-06-14 (Sat) (Glendale's Jingle Bell Rockin Nights).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

Investigating Officer – M. Ervin

M. ERVIN

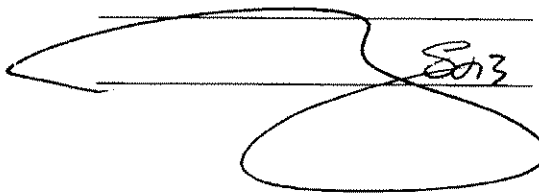
Date

8-13-14

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee

 Sgt 3

8/13/2014

14-117

GLENDALE POLICE DEPARTMENT Liquor Application Worksheet

Date: **08-12-14**

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

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

Application Type: **New License**

Definition: New license

Business Name: **City of Glendale**

Business Address: **5850 W. Glendale Ave**

Applicant/s Information

Name: **Dickey, Martin L.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/12/2013	Other Suites	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related	1		
Fights / Assaults	1		
Robberies			
Burglary / Theft	2		
911 calls	7		
Trespassing	3		
Accidents	1		
Fraud / Forgery			
Threats	2		
Criminal damage	1		
Other non-criminal*	28		
Other criminal	2		
Total calls for service	49	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

Proceeds from this special event go to the City of Glendale and the Civic Pride Ambassadors .

Event is scheduled for 12-12-14 (Fri) and 12-13-14 (Sat) (Glendale's Winter Wonderland).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

Investigating Officer – M. Ervin

M. ERVIN

Date

8-13-14

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee

5813

8/13/14

14-118

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-12-14

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

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

Application Type: **New License**

Definition: New license

Business Name: **City of Glendale**

Business Address: **5850 W. Glendale Ave**

Applicant/s Information

Name: **Dickey, Martin L.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/12/2013	Other Suites	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related	1		
Fights / Assaults	1		
Robberies			
Burglary / Theft	2		
911 calls	7		
Trespassing	3		
Accidents	1		
Fraud / Forgery			
Threats	2		
Criminal damage	1		
Other non-criminal*	28		
Other criminal	2		
Total calls for service	49	N/A	N/A

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GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

Proceeds from this special event go to the City of Glendale and the Civic Pride Ambassadors .

Event is scheduled for 01-10-15 (Sat) (Glendale Glitter & Glow Block Party).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

Investigating Officer – M. Ervin

M. ERVIN

Date

8-13-14

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee



8213

8/13/14

14-119

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-12-14

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

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

Application Type: **New License**

Definition: New license

Business Name: **City of Glendale**

Business Address: **5850 W. Glendale Ave**

Applicant/s Information

Name: **Dickey, Martin L.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/12/2013	Other Suites	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related	1		
Fights / Assaults	1		
Robberies			
Burglary / Theft	2		
911 calls	7		
Trespassing	3		
Accidents	1		
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Threats	2		
Criminal damage	1		
Other non-criminal*	28		
Other criminal	2		
Total calls for service	49	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

Proceeds from this special event go to the City of Glendale and the Civic Pride Ambassadors .

Event is scheduled for 01-30-15 (Fri) and 01-31-15 (Sat) (Glendale's Chocolate Affaire).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

Investigating Officer – M. Ervin

M. ERVIN

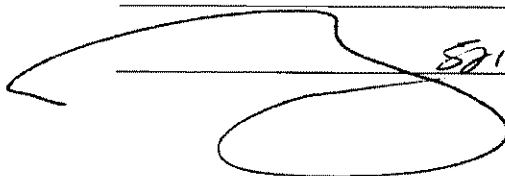
Date

8-13-14

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee



8/13

8/13/14



Legislation Description

File #: 14-220, Version: 1

AGREEMENT WITH KaBOOM! FOR CONSTRUCTION OF NEW PLAYGROUND AT BONSALE PARK NORTH

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into agreement with KaBOOM!, a non-profit corporation, for the construction of a new community playground to be built at Bonsale Park North.

Background

KaBOOM! is a national non-profit organization that relies on corporate donations to build new and/or reconstruct older playgrounds for children and residents in economically challenged areas. To accomplish this, it partners with neighborhoods, other non-profits, schools, and government jurisdictions and is dedicated to the goal of ensuring that all children (particularly those in income challenged areas) have active play opportunities which lead to healthy and successful adulthoods. Since its founding in 1996, KaBOOM! has worked with community benefactors and partners to build, improve and open more than 15,000 playgrounds, engage more than 1,000,000 volunteers and serve more than 6,600,000 children.

In 2006, the City of Glendale was the recipient of a KaBOOM! community playground build at Bonsale Park South. The project was funded by a donation from the Home Depot, had over 100 individuals who volunteered their time to assist with its construction, represented an extremely positive event for the City and adjacent neighborhoods, and resulted in a well-constructed playground that is still actively used and enjoyed by park patrons.

Earlier this year, KaBOOM! contacted the Community Services Department to advise it of an available funding opportunity to build another, new community playground in Glendale and encouraged the city to apply to be considered for this unique opportunity. After several discussions and potential site analyses, KaBOOM! selected Bonsale Park North as the ideal location to construct a new playground. The KaBOOM! organization is funding this project through a donation from the Arizona Coyotes Foundation.

In addition to engaging community volunteers to assist with the proposed playground build, KaBOOM! members and department staff will assist with the playground build that is tentatively set for December 8, 2014.

Analysis

The existing park equipment at Bonsale Park North is approximately 15 years old and is dated with respect to new Federal American with Disabilities Act guidelines. The park itself is located in an area defined by the

Federal Government as being in a “low-moderate” income, is heavily used by the public and its location fulfills the site requirements of KaBOOM!. The new playground equipment, the partnership and engagement of the community to construct it are also consistent with various objectives as stated in the City of Glendale 2011 Parks and Recreation Master Plan Update.

If approved by the City Council, the City would be required to contribute \$8,500 toward the cost of the new equipment. These funds are currently available in the Parks Maintenance Budget and would account for approximately 10% of the overall project budget. The City will also sponsor a community “Design Day”, which will be a gathering of all interested parties to help design the new playground layout; and help coordinate the “Build Week”, which will consist of organizing and scheduling community partners who are assisting with the construction of the new playground and the events around it (i.e. - the staging of volunteer teams, food and water table, coordinating tool distribution, etc.). As this is a community-build project, both the Design Day and the Build Week will be jointly coordinated by a planning committee of staff, KaBOOM! and other key partners. It is estimated that this project and the coordination of all elements of the community playground build will take approximately 60 staff hours.

Previous Related Council Action

There is no previous Council action related to this item.

Community Benefit/Public Involvement

Playgrounds benefit the community as they promote physical, social, mental and self-confidence for children of a broad age range. The new playground equipment will encourage children to exercise while having fun and provide them with an opportunity to stay active and healthy.

Public involvement will be important to successfully complete this build. At least 50% of the Planning Committee must be non-staff, including parents, grandparents or guardians of children served by our organization, as well as interested residents and community members. Additionally, members of the community will participate in a “Design Day” designed to involve them in the planning process and receive their input on the playground design.

This item was reviewed by the Parks and Recreation Commission at its September 15, 2014 regular meeting and unanimously supported.

Budget and Financial Impacts

If approved, the City will contribute \$8,500 for the playground build equipment costs. Funds are budgeted and available.

Cost	Fund-Department-Account
\$8,500	Parks Maintenance, 1000-13040-518200

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



COMMUNITY PARTNER PLAYGROUND CONTRACT

September 8, 2014

KaBOOM!, Inc., a Washington D.C. non-profit corporation (referred to herein as "KaBOOM!") is pleased that the City of Glendale, an Arizona municipal corporation (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and «FP» (referred to herein as the Funding Partner) in the construction of a new playground at Bonsall Park North, 59th Ave & Bethany Home Road, Glendale, AZ, 85301 (the "Project"). This Community Partner Playground Contract (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. Obligations of the Community Partner. The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
 - (a) Fundraising. In support of the Project, the Community Partner must contribute \$8500 to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).
 - (b) Project Site.
 - (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner.
 - (ii) Permits. Prior to Build Day, the Community Partner shall obtain all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.
 - (iii) Preparation. The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day; (2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the playground (the "Project Manager"); and (4) conducting up to two (2) soil site tests as reasonably requested by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
 - (iv) Safety and Security. The Community Partner shall ensure the security of equipment, tools, supplies and well-being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement. The Community Partner will provide passive (non-monitored) temporary fencing and a secure area within the fenced area for locking up tools and supplies. The City will accept responsibility solely for the negligent acts of its employees and volunteers against a third party.

- (v) Maintenance. Once constructed, the City shall maintain and supervise the playground facility until the end of the useful life of the playground equipment. The Community Partner shall collaborate with KaBOOM! during the Project planning process to develop a maintenance program for the playground and, shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, the Community Partner promptly shall notify KaBOOM! and, at the Community Partner's sole cost and expense, take necessary steps to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of the site shall continue to make the playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the Community Partner to maintain) such playground in accordance with the maintenance program. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers, including Playworld Systems, Inc.
- (c) Design Day. The Community Partner agrees to host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) Build Day. The Community Partner shall recruit 100 adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on December 8, 2014 and which is referred to herein as the Build Day. The Community Partner shall ensure that all volunteers sign a waiver. On the Build Day, the Community Partner shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers.
- (e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KaBOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. KaBOOM! shall seek prior approval from the City if it chooses to use the City marks, logos, name, trademarks, service marks, or any other intellectual property ("City Marks") in any press releases, flyers, or any other promotional materials including any digital or broadcast media. The Parties (KaBOOM! and City) acknowledge and agree that each of them are the sole owners of all right, title and interest in and to their respective Marks. The Parties acknowledge that KaBOOM!, the Funding Partner, and the City may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM!, the Funding Partner, and the City (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. KaBOOM! shall not use the City Marks in any manner that would harm or disparage the City's image and reputation, or reflect negatively upon the City and its City Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KaBOOM! and the Funding Partner to secure media coverage for the Project.
- (f) Signage. The Community Partner shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be 12 ¼ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location.
- (g) Playground Costs. The Community Partner is solely responsible for and shall hold KaBOOM! and the Funding Partner harmless from any costs beyond the proposed Project budget, including costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.

- (h) Warranty. The playground equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.
- (i) Insurance. To the extent of the law, the Community Partner is self-insured and is responsible for providing coverage for its own employees and against liability for bodily injury, death and property damage that may arise out of or be based on the use of the playground at "Community Partner location," from seven (7) calendar days before the Build Day and for a minimum of one year afterward, in each case, in amounts not less than one million dollars (\$1,000,000). This self-insurance shall be primary over any other insurance covering KaBOOM! and its funding partners.
- (j) Indemnification. The Community Partner shall indemnify and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.

2. Obligations of KaBOOM!

- (a) Playground Build. KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
 - (i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which the Community Partner shall procure.
 - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials are available on the Build Day.
 - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
 - (iv) Provide educational and promotional materials to support the Project, including the KaBOOM! Tool Kit (a 4-book set), KaBOOM! online Playground Planner, nametags and other general supplies.
- (b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.
- (c) Promotion. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.

- (d) Website Listing. KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Community Partner on playground maintenance programming and enhancements.
3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided, however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KaBOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.
4. Funding Partner Relations. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! by the Community Partner exceeds the sum paid to KaBOOM! hereunder, the Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.
6. General Provisions. The Community Partner represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of Arizona, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more

counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Playground Contract where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

City of Glendale

KaBOOM!, Inc.

By: _____

Name: Brenda S. Fischer

Title: City Manager

Address:

5850 W. Glendale Avenue

Glendale, AZ 85301

ATTEST:

By: _____

Name: Gerry Megas

Title: Chief Financial Officer

Address:

4301 Connecticut Avenue, NW, Suite ML-1

Washington, DC 20008

Telephone: (202) 464-6180

Fax: (202) 659-0210

e-mail: gmegas@kaboom.org

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Contact information for the person who should receive KaBOOM! invoices:

Name: Michelle Yates

City of Glendale

6210 West Myrtle Avenue

Glendale, Arizona 85301

Telephone number: 623-930-2044

Email: myates@glendaleaz.com



Legislation Description

File #: 14-201, Version: 1

EXPENDITURE AUTHORIZATION AND RATIFICATION FOR ELECTRICITY SERVICE FROM ARIZONA PUBLIC SERVICE COMPANY

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to: a) Authorize the City Manager for the expenditure of funds for electricity service at the Foothills Recreation and Aquatic Complex (FRAC) and Glendale Civic Center with Arizona Public Service Company (APS) in the amount not to exceed \$272,543 in Fiscal Year (FY) 2014-15; b) Ratify FY14-15 year-to-date expenditures in the amount of \$16,228.39 for Arizona Public Service electric charges for the Civic Center; c) Ratify FY14-15 year-to-date expenditures in the amount of \$38,513.59 for Arizona Public Service electric charges for the FRAC.

Background

In FY14-15, approximately \$9.8 million in funds have been budgeted by the City to pay for electricity expenses related to the City's operation of its various facilities (i.e. - libraries, streetlights, community centers, public safety facilities, water treatment facilities, recreational facilities, etc.). In keeping with current City procurement policies, over the past three months staff has requested and received authorization from the City Council to expend these budgeted FY14-15 funds for electricity expenses.

Earlier this fiscal year, staff identified two additional city facilities - both of which have FY14-15 budget authorization for electricity - as still in need of actual City Council authorization to expend the funds for electricity. The two facilities are the Foothills Recreation and Aquatics Facility and the Glendale Civic Center. Over the course of the FY14-15, it is expected that the FRAC will spend approximately \$184,000 in electricity and the Glendale Civic Center is expected to spend approximately \$88,543 in electricity. Both facilities are serviced by APS.

Additionally, because the City has already incurred total fiscal year-to-date APS electricity expenses for both facilities in the amount of \$54,741.98 and has made payment to stay current, it is necessary to seek Council ratification of these charges.

Analysis

In accordance with city ordinance and policies on purchasing, Council approval is required to authorize the payment of expenses greater than \$50,000 to any single vendor. The total projected electricity charges for the FY14-15 operation of the FRAC and Glendale Civic Center will amount to approximately \$272,543. Therefore, staff is seeking approval from Council to authorize the City Manager to make utility payments exceeding \$50,000 annually to APS for both facilities. As stated, these utility charges are ongoing costs

associated with the operation of the Foothills Recreation and Aquatic Complex and the Glendale Civic Center.

Previous Related Council Action

On August 12, 2014, City Council unanimously approved two separate items authorizing the City Manager to expend budgeted funds to APS (\$920,000) and SRP (\$950,000) for the operation of the City's streetlight system.

On June 10, 2014, City Council approved FY14-15 City operating budget, which included budgeted funds in the amount of \$272,543 to pay for electricity for the Foothills Recreation and Aquatic Center and the Glendale Civic Center.

On May 27, 2014, City Council unanimously approved two separate items authorizing the City Manager to expend budgeted funds to APS (\$5 million) and SRP (\$2.7 million) for the operation of the City facilities.

Community Benefit/Public Involvement

The electricity purchased by the city from APS maintains the vitality of Glendale's facilities and infrastructure.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$184,000	1000-14720-513600, Foothills Recreation and Aquatic Complex
\$88,543	1740-11710-513600, Civic Center

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Legislation Description

File #: 14-200, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SPRINT SOLUTIONS, INC. FOR CELLULAR SERVICES

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to authorize entering into a four year linking agreement with Sprint Solutions Inc. (ADSP013-034209), for the provision of wireless voice and data services in an amount not to exceed \$343,000 per year. This cooperative purchase is available through an agreement between the State of Arizona and the Western States Contract Alliance (WSCA) effective through October 31, 2016, with the option to renew by the State of Arizona for an additional two years. The Linking Agreement with Sprint would remain in effect from September 9, 2014 through October 16, 2018 dependent on renewal by the State of Arizona of the WSCA contract for the additional two years.

Background

Sprint Solutions, Inc., is a complementary supplier of cellular services within the City and is used in multiple departments to provide voice and data services. Sprint has been used within the City for multiple years based on business need.

This purchase utilizes a Western States Contracting Alliance (WSCA) cooperative agreement to procure the Sprint Solutions' services. WSCA is a unit of local government and a political subdivision of the State of Arizona. All products offered through WSCA have been awarded by virtue of a public competitive process.

Cooperative purchasing allows governmental entities 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 used 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

Wireless capability is essential in the provision of expected services to our citizens, as it enables mobile access for both voice and data services. Employees are no longer tethered to their desks and can remain in the field with the ability to access essential information for performing their jobs. Information conveyed includes, but is not limited to, infrastructure diagrams, arrest records, location information, and certain data necessary for the processing of permits and reports.

Budget and Financial Impacts

Departments who utilize Sprint, budget for wireless services based on their anticipated needs during the annual budget process. These departments directly receive and pay monthly bills based on usage.

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
SPRINT SOLUTIONS, INC.**

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

RECITALS

A. The State of Arizona on January 28, 2013 entered into Contract Number ADSP013-034209, the Participating Addendum to Master Service Agreement No. S1907 between Contractor and the State of Nevada, acting on behalf of the Western States Contracting Alliance and the NASPO Cooperative (collectively, the "Sprint Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Sprint Contract without further public bidding, and the Sprint Contract permits its cooperative use by other governmental agencies, including the City.

C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Sprint Agreement.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the State of Arizona under the Sprint Contract, Contractor consents to the City's utilization of the Sprint Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first set forth above and shall expire on October 16, 2018.

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

- a) Contractor will provide City the supplies, goods or services Contractor provided the State of Arizona under the Sprint Contract, as requested by the City.
- b) Contractor agrees to comply with all the terms, conditions and specifications of the Sprint Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the Sprint Contract are incorporated in this Agreement by this reference. The "City of Glendale" shall be substituted for "State of Arizona" or "State of Nevada," or similar reference to the State of Arizona throughout the Sprint Contract.

3. Compensation.

- a) The total purchase price for the goods and services authorized in this Agreement is not to exceed One Million Three Hundred Seventy-Two Thousand Dollars (\$1,372,000).

[SIGNATURES ON FOLLOWING PAGE]

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

"Contractor"

Sprint Solutions, Inc.,
a Delaware corporation

By: *M. Clairmonte* 9/20/2014

Name: Michaela Clairmonte

Title: Manager, Contract Negotiations

Sprint — Approved as to Legal Form
KAC – 20 Aug 2014



Legislation Description

File #: 14-212, Version: 1

AUTHORIZATION FOR A CONTRACT AMENDMENT WITH GRANICUS, INC. FOR MEETING EFFICIENCY/VOTECAST IMPLEMENTATION

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for Council to authorize the City manager to approve Contract Amendment No. 1 (C-8866-1) with Granicus, Inc. and authorize the expenditure of funds for the implementation and maintenance of Meeting Efficiency/VoteCast and related managed services in an amount not to exceed \$96,619 bringing the total not to exceed amount of the contract to \$191,134 through April 8, 2018. The not to exceed amount of \$96,619 includes a price escalation of 3% annually for the term of the contract.

Background

The City has been utilizing Granicus to stream and archive Council meetings for several years. On April 8, 2014, Council approved the implementation and use of Granicus' agenda management software, or Legistar. Currently, Legistar is now live and is being used to produce Council meeting agendas and minutes.

At the April 1, 2014 Council Workshop, a Council Item of Special Interest directed staff to research the possibility of utilizing electronic voting. Electronic voting, utilizing the Granicus platform, was subsequently presented at the May 6, 2014 Council Workshop, and staff was directed to move forward with the implementation of Meeting Efficiency.

Analysis

Although electronic voting is one component of Meeting Efficiency, it also allows for roll call votes, motions, and votes to be cast via touchscreen displays located on the dais. An electronic version of the agenda and supporting documents will also be displayed on the touchscreen as well as a request to speak button for Councilmembers. The speaking request is then displayed on the Mayor's screen. The cost of the implementation includes the touchscreen displays located on the dais.

Overall, meeting Efficiency/VoteCast integrates with the City Clerk's processes; therefore, the above functions will be electronically recorded in the City Clerk's minutes. Additionally, Meeting Efficiency includes functionality called Public Display, which provides the ability to display certain information to the public and speakers. Examples include displaying the current agenda item, vote results, speaker names, and speaker countdown times.

Granicus has been used to stream and archive video of Council meetings for several years, and was selected for Legislative Management due to the ability of the systems to integrate with each other. Electronic voting is

allowable under the current agreement with Granicus, and staff recommends continuing with Granicus to ensure proper integration and minimize issues that can result from combining software products from different vendors. Having a single vendor system with the ability to combine multiple modules allows for seamless integration, maximum return on investment, and consistent processes for council, citizens, and staff.

Staff anticipates the implementation of Meeting Efficiency/VoteCast to be in October or November of this year. Granicus will be onsite to train Council and to provide staff support for the first meeting. Additionally, Granicus will return in December to train the Council after the new Councilmembers are installed.

Previous Related Council Action

On the May 6, 2014 Council workshop, Council provided direction to proceed with the implementation of Meeting Efficiency.

On April 8, 2014, Council approved Contract No. C-8866, with a four year term with Granicus, Inc., for Legislative Management in the amount of \$94,514.00.

Community Benefit/Public Involvement

Granicus provides a web portal that provides meeting video and allows the community to easily search legislative text, attachments, agendas, minutes, votes, etc. The Public Display component of Meeting Efficiency promotes visibility and transparency to council meeting audiences by displaying information such as the current agenda item, vote results, speaker names, and speaker management.

Budget and Financial Impacts

The implementation and maintenance cost of Meeting Efficiency/VoteCast and related managed services is in an amount not to exceed \$96,619 bringing the total not to exceed amount of the contract to \$191,134 through April 8, 2018. Specifically, the costs of the amendment for the next four years are estimated to be \$43,134 in year 1, \$17,304 in year 2, \$17,823 in year 3, and \$18,358 in year 4.

Cost	Fund-Department-Account
\$96,619	1140-11530-522700 - Technology Replacement Fund

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1

GRANICUS, INC. SERVICE AGREEMENT (Contract No. C-8866)

This Amendment to the Service Agreement is made this 23rd day of September, 2014 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Granicus, Inc. authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Contractor previously entered into a Service Agreement, Contract No. C-8866, dated April 8, 2014 ("Agreement"); and
- B. 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 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Scope Of Work.** Contractor's scope of work is amended as of the Effective Date of this Amendment and Exhibit A of the original Agreement is amended as set forth in Exhibit A-Amendment No. 1, attached to this Amendment.
- 3. **Compensation.** Section 3.1 of the Agreement is deleted and amended as follows:

"Client agrees to pay all costs as outlined in the Statement of Work attached to the Agreement as Exhibit A, and the costs of the Amended Statement of Work which is attached to the First Amendment to the Agreement as Exhibit A- Amendment I, and incorporated by reference. The maximum amount of Amendment I shall not exceed \$96,619 and the total cost of the contract shall not exceed \$191,134. The parties acknowledge that the total cost described in the preceding sentence includes money for contingencies that may arise during the course of the project, and that the actual total cost may be less than the total cost described in the preceding sentence."

5. **Other Terms Unmodified.** Except as provided in this Amendment, all provisions, terms, and conditions of the Agreement remain unmodified and in effect. In the event any provision of this Amendment conflicts with the Agreement, the provisions of this Amendment prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

Brenda S. Fischer, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Granicus, Inc.



By: Mr. Tom Spengler
Its: Chief Executive Officer

EXHIBIT A-AMENDMENT NO. 1

CITY OF GLENDALE, AZ

Scope of Work Proposal

Meeting Efficiency and VoteCast Suites

DOCUMENT VERSION 1.0

(CONFIDENTIAL)

August, 2014

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1. PURPOSE AND USAGE

The City of Glendale (“Client”) has selected Granicus, Inc.’s (“Granicus”) Meeting Efficiency and VoteCast Suite as the platform for automating the City Council’s live and post-meeting management processes. The solution will assist elected officials, client staff, and municipal constituents through the use of motion and vote services, speaker management functionality, and tools for audience awareness as well as minutes production and publication capabilities. Granicus is pleased to provide the following estimate for its software and the professional services related to the use of its software for the Client.

The purpose of this document is to define the goals, scope, specific deliverables, and timelines associated with the delivery of the SaaS application software and implementation services by Granicus. This document is used by Granicus to provide service estimates applicable to the current stage of a project.

The content of this document is subject to review and revision by both Granicus and the Client. After this Scope of Work has been mutually reviewed and agreed to by both Granicus and the Client, it will be attached to a services agreement and delivered to the Client for final review and execution.

Once executed by both Granicus and the Client, the Granicus project management and deployment team will contact the Client project team to discuss project logistics and potential start dates and timelines. Once a project start date has been determined, resources will be assigned and scheduled to begin the delivery of the services described in this proposal.

2. ASSUMPTIONS

This proposal is based upon the below assumptions being true and accurate. If for some reason these assumptions prove false, it may result in a scope change and an impact on the proposed project cost and timeline for delivery. The assumptions and time estimates are based on similar projects and on the Client’s known requirements. The time estimates are for initial pricing and project planning, as this is a fixed fee proposal and services to complete the deliverables as defined are included.

2.1 Global Assumptions

1. All future meeting and non-meeting content will be imbedded in Client’s Insite page. Any historical data will be imbedded in a view page in a new tab in Insite.
2. The VoteCast Suite will require:
 - a. Physical space on the desk or meeting table for the voting members to use tablets,
 - b. A network port,
 - c. A wired network that supports a connection between the VoteCast voting machines and the encoder, and
 - d. Power for the voting machines.

2.2 Project Management Assumptions

1. Project initiation will occur upon signature of the services agreement by both parties. All dates in this Scope of Work are subject to a mutually agreed upon schedule after execution of the services agreement.
2. Granicus will provide regular status reports to the Client Project Manager.

2.3 Staffing Assumptions

Below is an outline of the key project team members for a successful Meeting Efficiency and VoteCast Suite implementation. The goal is for the Client to build a successful project team and for all involved to understand the project plan and scope so realistic expectations are set from the start. Prior to any training, Granicus will work with Client staff to create and deliver user profiles, user groups, and training documentation to ensure that the training instruction is as effective as possible for each role.

Key Granicus Team Members

1. Granicus has assigned Aaron Levin as the project manager for this effort. The escalation process in the event of the project manager's inability to respond to Client needs will be directly to Granicus' Vice President of Operations, Sherif Agib.
2. Granicus will assign the following team to the Client implementation. The Granicus Project Manager must communicate any change in the membership of this team to the Client in advance.
 - a. Account Manager: Chris Voorhees
 - b. Design Team: To be assigned.
 - c. Resource Coordinator: Sanchit Chhabra
 - d. Product Trainer: To be assigned.

The Granicus Project Manager and the Client's Project Manager will facilitate and coordinate all activities and communications between the Granicus team and the Client team. Granicus representatives may contact Client participants directly regarding project issues, as warranted and approved by the Project Managers.

Key Client Team Members

It is important for the Client to create a solid project team for a successful Meeting Efficiency and VoteCast Suite implementation. Below are the recommended project team members:

1. **Project Manager:** The Project Manager should be someone who manages the Client team's performance of project tasks and secures acceptance and approval of deliverables from the Client stakeholders. The Project Manager is responsible for

communication, including status reporting, risk management, escalation of issues, and, in general, making sure the project is delivered on schedule and within scope. The Project Manager's responsibilities will also include, but not be limited to:

- a. Collaboration with Granicus resources on the project schedule deliverables;
 - b. Coordination with key stakeholders, representatives, and decision makers;
 - c. Facilitation of timely decision-making and resolution of issues; and
 - d. Coordination of Client resources for decision-making, project management, testing, training, etc.
2. **Granicus Solution Administrator:** The Solution Administrator should be a person who has good overall knowledge of the Client's legislative workflow: from the approval process of legislation to the creation of minutes. This person should consider him or herself computer savvy and ideally have a good working knowledge of any existing elements of a Granicus solution. The Solution Administrator's responsibilities will also include, but not be limited to:
 - a. Collaboration with Granicus resources on the project schedule deliverables; and
 - b. Coordination with key stakeholders, representatives, and decision makers.
3. **IT Lead:** The IT Lead works closely with the Project Manager to ensure that the Meeting Efficiency and VoteCast Suite is deployed properly and helps solve IT issues that might arise.
4. **Clerk:** It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process of the Council, from the approval process of legislation to the creation of minutes. This person will also be responsible for indexing the recording during the meeting if video/audio recording is involved.
5. **Committee Representative:** The Committee Representative will be the expert on the committee process of agenda and minutes creation.
6. **Backup Solution Administrator:** This Backup Solution Administrator will serve as the backup to the Solution Administrator and preferably has a solid understanding of the legislative process of the Client jurisdiction—from the approval process of legislation to the creation of minutes—as well as a good level of technological skills.
7. **Video Indexer:** Should the solution include video, the Video Indexer will be indexing/time-stamping the video in LiveManager if the **Clerk** cannot. This person can be from the Clerk's staff or a member of the A/V team depending on the Client's unique workflow.
8. **Audio/Video Lead:** The Audio/Video Lead will assist the Granicus Project Manager for infrastructure validations such as wiring and connectivity of the VoteCast Display to the client output device(s). The A/V Lead may also assist with design configuration and configuration of any client switching devices for presentations.

2.4 Scope and Cost Assumptions

1. Both Granicus and the Client will follow a Change Order Process for handling any work that is not defined in this Scope of Work. The Change Order Process is jointly managed by the Project Managers. All changes must be documented in a Change Log, and approved by both parties prior to work being undertaken.
2. Requested Client changes to the deliverable template may increase project costs or introduce timeline delays.

3. BUSINESS OBJECTIVES

The business objectives to be achieved by this project are as follows:

1. Streamline live meeting processes into a workflow that combines minutes with meeting recordings.
2. Perform tasks associated with capturing and publishing minutes electronically.
3. Record roll call, agenda items, speakers, motions, votes, and notes through a simple interface.
4. Integrate VoteCast to enable real-time meeting voting and recording on the touch-screens.
5. Allow the public to track legislation, ordinances, and voting member records through Client website.
6. Allow elected officials to participate in public meetings using touch-screen displays to record motions and votes as well as request to speak.
7. Enable viewing of full agendas, supporting materials, the current item, speakers and vote results from the touch-screen display.
8. Substantially reduce hardcopy printing of documents related to meetings.
9. Provide training for all stakeholders through a “train-the-trainer” concept.
10. Implement a redundant, robust system with a recovery and/or failover plan.
11. Provide integration with the public interface for legislation-related information.

4. PROJECT PHASES

Project deliverables are defined according to the project phase. The project will be broken into the following primary phases:

1. **Pre-Deployment Activity:** Granicus works with the Client to gather general technical information and analyzes existing technology set-up to ensure that the proposed project meets all requirements necessary to delivering a successful Granicus solution.

2. **Deployment Phase and Project Kick-off:** Granicus will deliver a project timeline that clearly outlines deployment milestones and assigned roles.
 - a. Key project stakeholders from the Client side will be required to attend this call.
 - b. Project timeline will be delivered (within 48 hours).
3. **Final Validation/Deployment Completed:** This milestone is the final point of sign-off for any last-minute changes or approval by multiple stakeholders that the project requires. By this stage, the solution will be fully operational.
4. **Training:** The assigned Product Trainer will work with Client on full product training, including: two (2) days of onsite training with meeting support for staff and elected officials on VoteCast.
5. **Live Operations Begin/Scope of Work Completed:** In this final stage of the implementation, the Client will begin using its solution in production mode. Information on how to access Granicus support documents and staff will be provided.

5. SCOPE OF WORK

5.1 In Scope

1. Configuration and support for the Glendale City Council meeting body.
2. Automation of the following business processes to support a streamlined workflow, with modifications to achieve the best practices as necessary:
 - a. Motions and votes will be populated automatically into Legistar.
 - b. Notes Section
 - c. Roll Call
3. The VoteCast system will allow for seven (7) voting members. A voting member is defined as someone who will have access to a voting machine, but may not necessarily vote. The VoteCast solution includes:
 - a. Hardware configuration, installation, and maintenance for:
 - i. Seven (7) VoteCast Tablets and Stations
 - ii. One (1) VoteCast Display and Central Processing Unit (CPU)
 - b. VoteCast software configuration, installation, and maintenance as included in the upfront and monthly managed service fees.
4. Training for stakeholders: technical and business.

5. Access and delivery to reference and support materials and documentation.
6. Issue support for user acceptance testing.
7. Preparation for Go-Live event.
8. Go-Live support.
9. Integration and validation with existing Granicus solution.
15. API Integrations.
 - a. Granicus makes available the use of its various APIs to its Clients to enable them to extend their Granicus data in a variety of ways. Examples include leveraging the API to import data from a third party system into Granicus and, conversely, exporting data to a third party system.
 - b. Granicus will deliver access to its APIs, as well as any existing documentation, to the Client upon request.

5.2 Out of Scope

This section captures the most common out-of-scope scenarios that Granicus encounters during the lifecycle of any given project. This list is not comprehensive and any work not clearly defined in the project scope above may be considered out-of-scope at Granicus' discretion. Granicus remains dedicated to Client success and satisfaction with their Granicus solution and welcomes discussions with the Client on how best to achieve any out-of-scope requests. Granicus will not engage in any out-of-scope work without prior written approval from the Client.

1. Onsite Encoder Installation
 - a. Granicus performs installation work and support of installation work of its Encoders remotely.
2. Data conversion, porting of data, and migration of historical data into Granicus.
 - a. A data conversion/migration is defined as a service whereby the Client requests Granicus to move, convert, upload, or otherwise "make available" any data not originally generated by a product to appear or be utilized in a Granicus product.
 - b. Common scenarios include (but are not limited to):
 - i. Moving or converting previous agenda, minutes, legislation documents, attachments, or data into Granicus software.
 - c. Any potential data migrations are considered out-of-scope and require additional assessment, as well as a separate project scope.

- d. Data migrations and conversions are billed by a combination of flat fees as well as the current professional services rate of two hundred dollars (\$200) per hour.
- 3. Creation of sectioned view pages or custom design work related to the Client's iFraming of the view page into their official website.
 - a. Custom design work is defined as work that requires modifications to the core application code in order to achieve a desired format or purpose. A sectioned view is defined as a customized view page that allows the Client to organize its meeting content by year and/or meeting body, making it easier for citizens to view and navigate through its publicly facing archives.

This is opposed to a standard view page that lists all archives in one, chronological table.
 - b. In general, modifications to formatting (font, size, justifications) or hiding or moving certain data elements are not considered custom design work, and are thus considered 'in-scope'.
 - c. The creation of any custom design work requires a separate assessment and project scope.
 - d. Billing for custom design work is assessed on an hourly basis at the current professional services rate of two hundred dollars (\$200) per hour.
- 4. API Integrations.
 - a. Examples of out-of-scope API requests include, but are not limited to:
 - i. Requests to make modifications to API functionality to accommodate any third party integration.
 - ii. Any feasibility/data gap analysis to determine whether or not an API will be suitable for any Client integration or business need.
 - iii. Any custom programming/configuration done by a Granicus staff member or contractor to accomplish or in pursuit of accomplishing any API integration.
 - iv. Any request for support regarding a third party integration not created by Granicus or its contractors.
 - v. Any other API integration not clearly defined by this original scope of work.
 - b. Billing for out-of-scope API integrations is assessed on an hourly basis at the current professional services rate of two hundred dollars (\$200) per hour.
- 5. Product changes or enhancements.

- a. If the Client wishes to make a feature or product change request, it may do so at any time through its Granicus Account Manager, Granicus Client Care, or its Granicus Project Manager. Granicus, at its sole discretion, will then choose whether or not to implement any given product request.
- b. Any accepted feature request will be implemented within a manner, timeline, and fashion that are purely at Granicus' discretion.
- c. Any product change or enhancement not currently existing or not explicitly listed in the project scope above at the time this Scope of Work is executed is considered out-of-scope.

6. PROJECT DELIVERABLES

6.1 Description of Deliverables

6.1.1 Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. It allows users to capture and publish minutes and record roll call, agenda items, speakers, motions, votes, and notes through a simple interface. With VoteLog, the public can track legislation, ordinances and even voting member records through clients' websites. This Suite seamlessly integrates with agenda solutions already in place. The feature list includes:

- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Linked minutes generation

6.1.2 VoteCast: Electronic Voting and Public Displays

VoteCast enables elected officials to participate in public meetings to record motions and votes as well as request to speak. Users can view full agendas, supporting materials, the current item, speakers, and vote results. Record actions directly from elected members and provide a public display that shows the current item, vote results, a speaker timer, and more. The system includes a digital speaker queue, and vote automation, and the ability to review paperless agenda packets. Elected Officials can use iPads or Granicus-provided hardware, which includes either a tablet computer (Samsung Series 7 Slate Tablet) with a docking station or an ultra-small, form factor Dell CPU and touch-screen monitor, depending on client preference. VoteCast is a highly configurable system that provides many custom options, some of which include:

- Ability to show or hide live vote results, including a numerical tally for elected officials or the meeting chair. This can be done during the live vote or after it has been completed.
- Vote types ("Yes" or "Yay", "No" or "Nay", etc.)
- Show or hide motion information and mover/seconder buttons

- Ability to view supporting document attachments
- Customized elected official names
- Display the speaker queue and speaker timer
- Ability for meeting chair to have controls such as start/stop/reset vote, call speakers, etc.

6.1.2.1 Meeting Room Public Display

The Clerk has complete control over the live meeting data entry, notes and actions. All of this meeting data (e.g. current item, vote results, speakers, etc.) can be pushed to the public display interface. The public display is designed to keep people in the meeting chamber, TV viewers and your Web audience up-to-speed on meeting action.

7. Project Deliverables Review and Approval

All deliverables must be signed off on, per original agreement of the project plan, by the Client Solution Administrator and the Client Project Manager before they will be considered complete and final. Sign-off is defined as the delivery of written or electronic approval and acceptance of the deliverables. The Client Solution Administrator and Client Project Manager will manage the internal testing and review process to ensure completion with the internal project team.

8. Payment Schedule

Client acknowledges that the services estimated are based solely on the information provided to Granicus and referenced in the above project areas. Professional Service fees include setup, configuration, and training. Recurring Managed Service fees include regular upgrades and ongoing maintenance.

Payment is to be made based upon Milestone Events as detailed in Section 9.

Description	Amount
Execution of Service Agreement (Milestone 1)	\$11,260.00
System Acceptance (Milestone 2)	\$4,800.00
Go-Live (Milestone 3)	\$5,100.00
Upfront fees and any training fees associated with this project, but not to exceed \$2,000.00	\$2,000.00

Project Contingency (15%)	\$3,174.00
Total	\$26,334.00

Ongoing Costs

Commencement of monthly managed service fees in the amount of one thousand and four hundred dollars, and zero cents (\$1,400.00) begins, prorated from the date of Scope of Work Completed. This amount may increase in accordance with section 3.4 of the client services agreement.



9. General Project Timeline, Associated Tasks, and Payment Milestones

The milestones, tasks, and time estimates below are based on projects similar to the Client's known requirements. The time estimates are for initial pricing and project planning only. Payment milestones are based on prior communication and agreement with the Client.

#	Milestone (in bold) or Task Name	Resource(s)	Description	Duration
1	Pre-Deployment Activity Phase	Client, Granicus	Tasks completed before official project initiation to ensure smooth and successful project deployment.	6 days
2	Send Technical Solution Guides: Meeting Efficiency Solution, Live Solution, Manager, VoteCast Solution	Granicus	Granicus PM will email the technical solutions guide for the Meeting Efficiency and VoteCast solutions. The guides detail all system pre-requisites and security requirements for installing the hardware and related applications that will need to be installed on the Client's computers.	1 day
3	Solution Validation Call	Client, Granicus	The Solution Validation Call is the opportunity to discuss the Client's current workflow process and existing technology set-up, as well as to ensure that the proposed plan meets all requirements necessary to deliver a successful Granicus solution. At a minimum, the Client PM, Client Solution Administrator, A/V, and Client IT Lead should participate in the call.	1 day

4	Review Encoding formats with Audio and Video Team	Client, Granicus	<p>Granicus PM and Client's A/V team will work together to confirm the following parameters for the streaming component:</p> <ul style="list-style-type: none"> I. Aspect Ratio II. Bit Rate III. Encoding Format 	1 day
5	Service Agreement Executed	Client, Granicus	Joint execution of service agreement by legal representatives is required before the project can proceed.	1 day
6	Billing Milestone 1	Client, Granicus	Granicus will invoice and Client agrees to pay the first installment of the agreed-upon fees in the amount of eleven thousand two hundred and sixty dollars (\$11,260.00). The investments associated with Milestone 1 cover all hardware elements and shipping fees for the project.	
7	Deployment Phase	Client, Granicus	The majority of software installation and configuration occurs during the Deployment Phase. (Time estimate based on Granicus' and Client's availability.)	60 days
8	Schedule Project Kickoff Call	Granicus	Granicus Resource Coordinator will reach out to Client PM to schedule the Project Kickoff Call (see below).	.25 days
9	Email Kickoff Call Agenda and related material	Granicus	Granicus Resource Coordinator will email the Client Project Manager the Kickoff Call agenda and all related documentation in preparation for the Kickoff Call.	1 day
10	Project Kickoff Call	Client, Granicus	The primary goal of the Kickoff Call is to bring all project stakeholders together and establish the timeline for all related project milestones. In addition, it is the official transition from the Sales team to the	1 day

			<p>Implementation team. The Granicus Project Manager will lead the call after the proper introductions have occurred. All project stakeholders should participate in the Kickoff Call.</p> <p>The outline below covers a high-level overview for the call. The Granicus Resource Coordinator will provide a complete agenda for the Kickoff Call in advance.</p> <ol style="list-style-type: none"> I. Client and Granicus Team Introductions II. Review solution details III. Identify/solidify Client resources <ol style="list-style-type: none"> a) Desktop Support b) Security/Network c) Server Setup d) Audio and Video Specialist IV. Present outline of project plan, both milestones and tasks V. Set appropriate dates for project plan with all stake holders for all relevant project milestones <p>Streaming Component</p> <ul style="list-style-type: none"> • Schedule Upgrade Window <p>Design</p> <ul style="list-style-type: none"> • Public-facing Components Review <ol style="list-style-type: none"> VI. Schedule weekly check-in call between Granicus Project Manager and Client Project Manager. 	
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11	Email Training Plan and Agendas	Granicus	The Granicus Trainer will follow up the training discussion on the Kickoff Call with an email to the Client PM detailing the proposed training plan and agenda.	1 day
12	Submit Hardware Shipping Requests for Encoders, VoteCast Hardware, and Performance Accelerator (as necessary)	Granicus	Granicus will complete the following tasks: <ol style="list-style-type: none"> 1. Sysmon Site Deployment 2. GADS Solution Build 3. Complete Shipping Request 4. Email Draft Project Plan to Client 	3 days
13	Complete Public-facing Components Design Call	Client, Granicus	This call's purpose is to finalize all design aspects of the Granicus webpage, aka "view page", portal. Client PM, Granicus Design, and Granicus PM are required attendees on this call. Other stakeholder attendees will be determined and communicated with in advance.	1 day
14	Deliver Technical Requirements for LiveManager	Granicus	Granicus PM will provide a document detailing the technical requirements for LiveManager to Client IT Lead.	1 day
16	Confirm Remote Access to Encoding Appliance	Granicus	Granicus PM will confirm remote access to the server in preparation for the software update.	1 day
17	Complete Streaming Component Upgrade/Installation	Client, Granicus	Granicus PM and Client PM will identify a 48-hour window when the streaming component can be upgraded to the latest version of Granicus streaming software.	1 day

18	Confirm Remote Access to Performance Accelerator (Server Side)	Granicus	<p>Granicus PM will confirm remote access to the server in preparation for the software update.</p> <p>Note: This may not be required depending on the encoding format (WMV vs. H.264).</p>	1 day
19	Complete software update for Encoding Appliance (Server Side)	Granicus	<p>Granicus PM will complete a server-side update to the streaming component:</p> <ul style="list-style-type: none"> • Currently installed version: 3.6.6 • Version to be installed: 3.6.9 	1 day
20	Installation of Voting Hardware	Client	After Client receives equipment, Client A/V will install the voting hardware and VoteDisplay, including power and Ethernet connection, and confirm that Granicus has remote access.	1 day
21	Configuration of Voting Hardware	Granicus	Granicus PM will install VoteCast software on the voting hardware and VoteDisplay.	
22	Complete System Validation	Granicus	Granicus PM will conduct complete system testing to confirm all systems are working as expected.	1 day
23	Complete Technical Deployment	Client, Granicus	<p>Granicus and Client will meet to review and approve the technical deployment to ensure that all technical scope deliverables have been successfully completed and delivered in preparation for training, including:</p> <ol style="list-style-type: none"> 1. Encoder Functionality (Live Streaming and Archived Recording) 2. VoteCast Installation on Designated Workstations 	1 day

			3. VoteCast Display Functionality	
24	Billing Milestone 2	Client, Granicus	Once Client PM provides a written approval and acceptance of the system via email, Granicus will invoice and Client agrees to pay the second installment of the agreed-upon fees in the amount of four thousand and eight hundred dollars (\$4,800.00). The investments associated with billing milestone 2 cover all project professional services such as system configuration and project management.	
25	VoteCast Training	Client, Granicus	Granicus will provide onsite training to staff and elected officials on the VoteCast system in addition to onsite meeting support.	2 days
26	Meeting Efficiency Training	Client, Granicus	Meeting Efficiency training will be provided as needed based on Client's Legislative Management training experience.	1 day
27	Final Solution Acceptance Meeting	Client, Granicus	The purpose of this meeting is to review the entire project scope and deliverables and ensure complete client satisfaction.	1 day
28	Live Operations Begin/Scope of Work Completed	Client	This is the official go-live date when meeting bodies will be using the Meeting Efficiency and VoteCast solution during a live meeting.	0 days
29	Billing Milestone 3	Client, Granicus	Granicus will invoice and Client agrees to pay the last installment of the agreed-upon fees in the amount of five thousand and one hundred dollars (\$5,100). Upfront fees and any training fees associated with this project (training fees are limited to no more than two thousand	Ongoing

				dollars and zero cents (\$2,000.00) are due within 60 days of receipt. Commencement of monthly managed service fees in the amount of one thousand and four hundred dollars, and zero cents (\$1,400.00) begins, prorated from the date of Scope of Work Completed.	
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Legislation Description

File #: 14-132, Version: 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH VIASUN CORPORATION FOR PAVEMENT SLURRY SEAL PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a construction agreement with Viasun Corporation in an amount not to exceed \$657,715 for a pavement slurry seal project associated with the fiscal year (FY) 2014 Pavement Management Program.

Background

The city has over 718 miles of paved arterial and residential roadways, which represents an investment of over \$1 billion in the street network based on replacement costs in today's economy. With the exception of minor street and concrete repairs (potholes, curb, and sidewalk), the city contracts for all other preventative maintenance and reconstructive roadway projects.

At the December 17, 2013 workshop, Council was updated on the city's annual Pavement Management program. Staff provided Council with the proposed FY 2014 Pavement Management Program rehabilitation plan, which identified roughly 14 miles of residential and collector streets in the city to be improved with surface, slurry seal, micro-seal, and overlay treatments, as well as approximately one-half mile of pavement reconstruction. The design phase for the FY 2014 Pavement Management program started in February 2014, and it was completed by Littlejohn Engineering Associates, Inc. in June 2014. Soon after completion of final design, staff advertised two separate construction projects, one for pavement overlay and reconstruction and another for the pavement slurry seal.

Analysis

The pavement slurry seal project for the FY 2014 Pavement Management Program provides for approximately 7.9 miles of surface treatments on various residential and collector streets throughout the city. Specifically, this project includes: crack sealing; application of slurry seal and micro-seal pavement treatments; various asphalt point repairs; and thermoplastic restriping or repainting of pavement markings.

The Engineering division opened bids for the FY 2014 Pavement Management Program, Slurry Seal project (Project number 131403) on July 29, 2014. Three bids were received, and Viasun Corporation submitted the lowest responsive bid in the amount of \$657,715. Staff anticipates completion of this construction project before the end of December 2014.

Previous Related Council Action

On January 14, 2014, Council authorized a professional services agreement with Littlejohn Engineering Associates, Inc. in an amount not to exceed \$306,950 for design and construction administration services for the FY 2014 Pavement Management Program.

Community Benefit/Public Involvement

Well maintained infrastructure is an important element of strong neighborhoods and business corridors and is critical for the attraction of quality economic development.

Budget and Financial Impacts

Funds are available in the FY 2014-15 Capital Improvement Plan budget of the Public Works Department.

Cost	Fund-Department-Account
\$657,715	2210-65089-550800, Pavement Management

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CONSTRUCTION AGREEMENT

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

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Project.

- 1.1 **Scope.** Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
- 1.2 **Documents.** The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:
 - (A) Notice to Contractors;
 - (B) Information for Bidders;
 - (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
 - (D) Proposal;
 - (E) Bid Bond;
 - (F) Payment Bond;
 - (G) Performance Bond;
 - (H) Certificate of Insurance;
 - (I) Appendix; and
 - (J) Plans and Addenda thereto.

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

1.3 Project Team.

- (A) **Project Manager.** Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.
- (B) **Project Team.**
 - (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(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 and Term.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. As provided in in Exhibit A, the Project shall be completed by no later than within seventy (70) consecutive calendar days from the effective date of this agreement. This agreement shall terminate on the one-year anniversary of its effective date and shall not be extended or renewed, unless such term is amended in a written agreement signed by both parties.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

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

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

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

- 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 \$657,714.64, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
 - (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
 - (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

- (A) After a full and complete Payment Application is received, City will process and remit payment within 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 15 days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

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

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (2) Sub-contactors 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 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the

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

- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

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

8. Immigration Law Compliance.

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

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

11. Notices.

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

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

11.2 Representatives.

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

Viasun Corporation
Attn: Rolando Perez
731 North 19th Avenue
Phoenix, Arizona 85009

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

City of Glendale
Attn: Jim McMains
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.

Project 131403

- (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.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------------|
| Exhibit A | Project |
| Exhibit B | Compensation |
| Exhibit C | Dispute Resolution |

Project 131403

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

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Viasun Corporation
an Arizona corporation

By: Rolando Perez
Its: President

WOMEN-OWNED/MINORITY BUSINESS ☐ YES ☐ NO

CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____

FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

The FY2014 Pavement Management Program Slurry Seal project consists of approximately 626,075 LF of crack sealing, 141,716 SY of slurry seal, 39,240 SY of micro seal, thermoplastic striping and pavement markings, material testing, traffic control, and necessary appurtenances.

Application of slurry seal pavement treatment is proposed for the following general locations:

- W. Grovers Ave – N. 63rd Ave to N. 59th Ave
- W. Lamar Rd – N. 55th Ave to N. 51st Ave
- W. Ocotillo Rd – N. 55th Ave to N. 51st Ave
- N. 81st Ave – W. Ocotillo Rd to W. Maryland Ave
- W. Myrtle Ave – N. 62nd Ave to W. Grand Ave
- W. Myrtle Ave – N. 69th Ave to N. 67th Ave
- N. 79th Ave – W. Orangewood Ave to W. Myrtle Ave
- W. Myrtle Ave adjacent to Glendale West Mobile Home Park
- N. 55th Ave – W. Ocotillo Rd to W. Maryland Ave
- N. 55th Ave – W. Mountain View Rd to W. Olive Ave
- N. 53rd Ave – W. Kings Ave to W. Paradise Ln
- W. Kings Ave – N. 53rd Ave to N. 51st Ave
- W. Paradise Ln – N. 71st Dr to N. 67th Ave
- N. 73rd Ave – W. Colter St to W. Camelback Rd
- N. 47th Ave - W. Mountain View Rd to W. Olive Ave
- N. 69th Ave – W. Aire Libre Ave to W. Paradise Ln
- N. 73rd Ave – W. Union Hills Dr to W. Bluefield Ave
- W. Maryland Ave – N. 59th Ave to W. Grand Ave (overpass)
- W. Maryland Ave – W. Grand Ave (overpass) to N. 51st Ave

Application of micro seal pavement treatment is proposed for the following general locations:

- W. Augusta Ave – N. 71st Ave to N. 70th Ave
- N. 70th Ave – W. Northern Ave to W. Frier Dr
- N. 68th Ave – W. Northern Ave to W. Frier Dr
- W. Frier Dr – N. 71st Ave to N. 67th Ave
- N. 69th Ave - W. Frier Dr to W. Orangewood Ave
- W. Belmont Ave – N. 69th Ave to N. 67th Ave

Project 131403

**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 \$657,714.64.

DETAILED PROJECT COMPENSATION

As shown on Pages 8 &9 of the Bid Schedule.

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought

Project 131403

by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

4.1 **Third Party Claims.** City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 **Liens.** City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 **Governmental Actions.** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

BID TABULATION

PROJECT #131403 - FY2014 PAVEMENT MANAGEMENT PROGRAM, SLURRY SEAL

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

DATE: JULY 29 - 10:00AM

	CONTRACTOR	ACKNOWLEDGE ADDENDUM	BID BOND/ CHECK	TOTAL BID
1	VIASUN CORP.	YES	BID BOND	\$657,714.64
2	SOUTHWEST SLURRY SEAL	YES	BID BOND	\$835,472.28
3	MORGAN PAVEMENT MAINTENANCE	YES	BID BOND	\$979,203.36

Engineers Estimate: \$1,500,000



Legislation Description

File #: 14-133, Version: 1

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

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a construction agreement with Cactus Transport, Inc., dba Cactus Asphalt a Division of Cactus Transport, Inc., in an amount not to exceed \$2,389,214 for a pavement overlay and reconstruction project associated with the fiscal year (FY) 2014 Pavement Management Program.

Background

The city has over 718 miles of paved arterial and residential roadways, which represents an investment of over \$1 billion in the street network based on replacement costs in today's economy. With the exception of minor street and concrete repairs (potholes, curb, and sidewalk), the city contracts for all other preventative maintenance and reconstructive roadway projects.

At the December 17, 2013 workshop, Council was updated on the city's annual Pavement Management program. Staff provided Council with the proposed FY 2014 Pavement Management Program rehabilitation plan, which identified roughly 14 miles of residential and collector streets in the city to be improved with surface, slurry seal, micro-seal, and overlay treatments, as well as approximately one-half mile of pavement reconstruction. The design phase for the FY 2014 Pavement Management program started in February 2014, and it was completed by Littlejohn Engineering Associates, Inc. in June 2014. Soon after completion of final design, staff advertised two separate construction projects, one for pavement overlay and reconstruction and another for pavement slurry seal.

Analysis

The pavement overlay and reconstruction project for the FY 2014 Pavement Management Program provides for approximately 6.1 miles of thin to moderate overlay treatments on various residential and collector streets throughout the city, and 0.5 miles of reconstruction work on 57th Avenue from Union Hills Drive to West Utopia Road. Specifically, this project includes: asphalt milling and disposal; asphalt overlays of various depths; pavement reconstruction; removal and replacement or minor repairs to ADA ramps, sidewalks, and curbs; and thermoplastic restriping or repainting of pavement markings.

The Engineering division opened bids for the FY 2014 Pavement Management Program, Overlay project (Project number 131430) on July 29, 2014. Four bids were received, and Cactus Asphalt submitted the lowest responsive bid in the amount of \$2,389,214. Staff anticipates completion of this construction project before

the end of December 2014.

Previous Related Council Action

On January 14, 2014, Council authorized a professional services agreement with Littlejohn Engineering Associates, Inc. in an amount not to exceed \$306,950 for design and construction administration services for the FY 2014 Pavement Management Program.

Community Benefit/Public Involvement

Well maintained infrastructure is an important element of strong neighborhoods and business corridors and is critical for the attraction of quality economic development.

Budget and Financial Impacts

Funds are available in the FY 2014-15 Capital Improvement Plan (CIP) budget of the Public Works Department.

Cost	Fund-Department-Account
\$2,389,214	2210-65089-550800, Pavement Management

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Cactus Transport, Inc. an Arizona corporation, dba Cactus Asphalt a Division of Cactus Transport, Inc. ("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.

Project 131430

- (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 and Term. The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. As provided in in **Exhibit A**, the Project shall be completed by no later than within seventy (70) consecutive calendar days from the effective date of this agreement. This agreement shall terminate on the one-year anniversary of its effective date and shall not be extended or renewed, unless such term is amended in a written agreement signed by both parties.

3. Contractor's Work.

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

3.2 Licensing. Contractor warrants that:

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

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

3.4 Coordination; Interaction.

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

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 \$2,389,214.24, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").

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

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

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

5. Billings and Payment.

5.1 Applications.

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

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

5.2 Payment.

(A) After a full and complete Payment Application is received, City will process and remit payment within 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 15 days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

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

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$5,000,000 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 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the

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

- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

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

8. Immigration Law Compliance.

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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

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

11. Notices.

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

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

11.2 Representatives.

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

Cactus Transport, Inc. dba Cactus Asphalt a Division of Cactus Transport, Inc.
Attn: Jake Dominy
8211 West Sherman Street
Tolleson, Arizona 85353

- (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: Jim McMains
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.

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- (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.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
- 13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------------|
| Exhibit A | Project |
| Exhibit B | Compensation |
| Exhibit C | Dispute Resolution |

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

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Cactus Transport, Inc., an Arizona corporation
dba Cactus Asphalt a Division of Cactus Transport, Inc.

By: Jake Dominy
Its: President/CEO

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO

CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____

FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

The FY2014 Pavement Management Program Overlay project consists of approximately 139,141 SY of milling (2¼" thickness, 1¼" thickness & edge mill), 11,620 SY of asphalt removal, 19,967 tons of new asphalt placement, thermoplastic striping and pavement markings, material testing, traffic control, ADA ramps, minor sidewalk and curb repairs, and necessary appurtenances.

Edge Mill and Overlay is proposed for the following general locations:

- N. 75th Ave/W. Hillcrest Blvd to N. 67th Ave

Mill and Overlay is proposed for the following general locations:

- N. 62nd Ave – W. Myrtle Ave to Glendale Ave
- W. Missouri Ave – N. 83rd Ave to N. 79th Ave
- N. 65th Ave – W. Peoria Ave to W. Mountain View Rd
- N. 47th Ave – W. Peoria Ave to W. Mountain View Rd
- N. 55th Ave – W. Peoria Ave to W. Mountain View Rd
- W. Missouri Ave – N. 77th Ln to N. 67th Ave
- N. 55th Ave – W. Myrtle Ave to W. Glendale Ave
- N. 55th Ave – W. Greenway Rd to W. Thunderbird Rd

Ramp Removal and Replacement is proposed for the following general locations:

- SW Corner of N. 65th Ave and W. Onyx Ave
- SE Corner of N. 65th Ave and W. Onyx Ave
- NE Corner of N. 47th Ave and W. Onyx Ave
- SE Corner of N. 47th Ave and W. Onyx Ave
- SW Corner of N. 47th Ave and W. Onyx Ave
- SE Corner of N. 55th Ave and W. Mountain View Rd
- NE Corner of W. Missouri Ave and N. 73rd Ave
- SE Corner of W. Missouri Ave and N. 73rd Ave
- NW Corner of W. Missouri Ave and N. 72nd Ave
- SW Corner of W. Missouri Ave and N. 72nd Ave
- SE Corner of W. Missouri Ave and N. 72nd Ave
- NW Corner of W. Missouri Ave and N. 71st Ave
- NE Corner of W. Missouri Ave and N. 71st Ave
- NW Corner of W. Missouri Ave and N. 71st Ave
- SW Corner of W. Missouri Ave and N. 71st Ave
- SE Corner of W. Missouri Ave and N. 71st Ave
- NW Corner of W. Missouri Ave and N. 69th Ave
- SW Corner of W. Missouri Ave and N. 69th Ave
- NE Corner of W. Missouri Ave and N. 69th Ave
- SE Corner of W. Missouri Ave and N. 69th Ave
- NE Corner of N. 55th Ave and W. Crocus Dr
- SE Corner of N. 55th Ave and W. Crocus Dr

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Asphalt Removal and Replacement is proposed for the following general locations:

- E of N. 71st Ave on W. Hillcrest Blvd
- W of N. 69th Ave on W. Hillcrest Blvd
- SE of Cochise Dr on N. 65th Ave
- NW of W. Cheryl Dr on N. 65th Ave
- Intersection of N. 65th Ave and W. Onyx Ave
- Intersection of N. 65th Ave and W. Turquoise Ave
- Intersection of N. 65th Ave and W. Mountain View Rd
- N of W. Mountain View Rd on N. 47th Ave
- Intersection of N. 47th Ave and W. Mountain View Rd (2 spots)
- S of W. Mountain View Rd on 47th Ave (2 spots)
- Intersection of N. 55th Ave and W. Peoria Ave
- Intersection of N. 55th Ave and W. Glenn Dr
- N of W. Thunderbird Ave on N. 55th Ave

Pavement Removal and Reconstruction is proposed for the following location:

- N. 57th Ave – W. Utopia Rd to North side of Bridge across Skunk Creek at Foothills Park

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**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 \$2,389,214.24.

DETAILED PROJECT COMPENSATION

As shown on Pages 8 and 9 of the Bid Schedule.

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 **Rules.** If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 **Discovery.** The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 **Hearing.** The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought

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by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

4.1 **Third Party Claims.** City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 **Liens.** City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 **Governmental Actions.** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

BID TABULATION

PROJECT #131430 - FY2014 PAVEMENT MANAGEMENT PROGRAM, OVERLAY

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

DATE: JULY 29 - 2:00PM

	CONTRACTOR	ACKNOWLEDGE ADDENDUM	BID BOND/ CHECK	TOTAL BID
1	CACTUS ASPHALT	1 & 2	BID BOND	\$2,389,214.24
2	M R TANNER CONSTRUCTION	1 & 2	BID BOND	\$2,470,000.00
3	SUNLAND ASPHALT	1 & 2	BID BOND	\$2,514,000.00
4	MEADOW VALLEY CONTRACTORS INC.	1 & 2	BID BOND	\$2,606,064.00

Engineers Estimate: \$2,500,000



Legislation Description

File #: 14-134, Version: 1

EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLE LUBRICANTS FROM NORTH AMERICAN LUBRICANTS FOR THE PUBLIC WORKS DEPARTMENT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the purchase of vehicle lubricants from North American Lubricants Company for the Public Works department utilizing a Mohave Educational Services Cooperative agreement in a total amount not to exceed \$185,000 annually; and to authorize the City Manager, at their discretion, to continue to utilize the cooperative purchasing agreement for an additional three years, in one-year increments, in an amount not to exceed \$740,000 over the full four-year period.

Background

Public Works maintains a diverse fleet of vehicles and equipment used to support key city operations including police and fire services, community services, public works and water services. The purchase of large quantities of engine oils, grease, lubricants, and transmission fluids is required to keep the city's fleet of vehicles and equipment functioning properly.

North American Lubricants Company was awarded a bid by Mohave Educational Services for the purchase of Vehicle Lubricants and staff is requesting to utilize the cooperative purchase program where members may participate in the cooperative procurement opportunities through the use of designated contracts.

The Mohave Educational Services Cooperative Contract No. IFB 13I-0517 with North American Lubricants Company was effective on July 1, 2013 for a one-year initial period, with the option to renew the term of the contract for an additional four years, in one-year increments, allowing the contract to be extended through June 30, 2018. The first, one-year renewal was authorized extending the contract through June 30, 2015.

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

Vehicle lubricants are bid in bulk amounts by vendors and savings on these items are realized by obtaining

combined quantity discounts offered under the group's collective buying power. Purchase prices are assured by vendors when a cooperative agreement city begins a bidding process, and when awarded the same bid option is offered to other cooperative city members. The benefit of eliminating duplication of staff labor and time is also realized by using this option.

This is a request for expenditure authority only and does not mean that the city will expend the full authorized amount of \$185,000 annually with North American Lubricants Company.

Previous Related Council Action

On August 13, 2013, Council approved the expenditure of funds for products and services obtained under cooperative purchasing agreements for fiscal year (FY) 2013-14 for Public Works in a total amount not to exceed \$600,000. Included in this action was the purchase of automotive lubricants and oils for the city fleet.

On November 27, 2007, Council adopted Resolution No. 4113 New Series authorizing and directing the entering into of an Intergovernmental Agreement with Mohave Educational Services Cooperative, Inc., for a cooperative purchase agreement.

Community Benefit/Public Involvement

Cooperative purchasing 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 FY 2014-15 Equipment Management, Landfill and Materials Recovery Facility operating and maintenance budgets.

Expenditures with North American Lubricants Company are not to exceed \$185,000 annually; and over the life of the cooperative agreement, including any extensions authorized by the City Manager, total expenditures are not to exceed \$740,000.

Cost	Fund-Department-Account
\$125,000	1040-13510-523230, Equipment Management
\$50,000	2440-17710-523230, Landfill
\$10,000	2440-17750-523230, MRF Operations

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Legislation Description

File #: 14-135, Version: 1

EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM LZ DELTA, LLC

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the expenditure of funds for the cooperative purchase of four police motorcycles from LZ DELTA, LLC in a total amount not to exceed \$89,360 for the City of Glendale fleet.

Background

On an annual basis, Equipment Management completes a comprehensive review and evaluation of the city fleet to determine vehicle growth or replacement needs and priorities. The vehicles requested for purchase from LZ DELTA are replacement motorcycles for the Police Services department. These motorcycles are included in the Vehicle Replacement Fund (VRF) and meet the criteria for priority replacement. The VRF replacement schedule for the motorcycles is currently set at approximately eight to nine years or 75,000 miles, dependent on use and maintenance history. One of the motorcycles was totaled in an accident and is currently under subrogation.

The City of Glendale motorcycle fleet is composed of Honda ST1300 police package motorcycles. Equipment Management and Police Services worked together and identified that keeping the motorcycle fleet uniform, minimizes maintenance and repair costs, ensures equipment compatibility, continuity of operations, and training and safety for the motor officers.

For fiscal year 2014-15, a total of \$2.5 million is available in the VRF for the purchase of vehicles. The unexpended balance for the fiscal year will remain in the VRF for future vehicle replacement purchases.

Analysis

Staff recommends the purchase of four police motorcycles from LZ DELTA, LLC in the amount of \$89,360. The requested vehicles are to be purchased for Police Services, Special Operations Division, and will be used by the motor officers. LZ DELTA was awarded their contract by the State of Arizona through a competitive bid process.

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

-149 of the Glendale City Code, per review by Materials Management.

Previous Related Council Action

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

Community Benefit/Public Involvement

Purchase of these police motorcycles ensures the continued delivery of service provided by Police Services as well as supports the public safety mission to serve and protect the community.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$89,360	1120-13610-551400, Vehicle Replacement Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Legislation Description

File #: 14-136, Version: 1

EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM SAN TAN AUTO PARTNERS, LLC

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the expenditure of funds for the cooperative purchase of nine vehicles from San Tan Auto Partners, LLC (San Tan), in a total amount not to exceed \$202,371 for the City of Glendale fleet.

Background

On an annual basis, Equipment Management completes a comprehensive review and evaluation of the city fleet to determine vehicle growth or replacement needs and priorities. The vehicles requested for purchase from San Tan are replacement Ford sedans for the Police Services department. These sedans are included in the Vehicle Replacement Fund (VRF) and meet the criteria for priority replacement. The VRF replacement schedule for the vehicles is currently set at approximately seven to nine years or 75,000 miles, dependent on use, maintenance history, and vehicle type. Equipment Management and Police Services worked together and identified that the Ford sedan continues to be the most cost effective and standardized city fleet option for their administrative support vehicles in order to meet operational demands and delivery of service to the community.

For fiscal year 2014-15, a total of \$2.5 million is available in the VRF for the purchase of vehicles. The unexpended balance for the fiscal year will remain in the VRF for future vehicle replacement purchases.

Analysis

Staff recommends the purchase of nine Ford sedans from San Tan in the amount of \$202,371. The sedans to be purchased are for Police Services for the specific functions listed below:

Police Services: 7 Vehicles

7 Sedans for Crime Investigations; (1) Sedan for Foothills Patrol Bureau; (1) Sedan for Police Administration

San Tan was awarded this contract by the State of Arizona through a competitive bid process. Staff reviewed three State of Arizona contracts comparing vendor prices and San Tan was lower than any of the other Ford dealers for these replacement vehicles.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such

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

Previous Related Council Action

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

Community Benefit/Public Involvement

Purchase of these vehicles ensures the continued support of the public safety mission to serve and protect the community.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$202,371	1120-13610-551400, Vehicle Replacement Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Legislation Description

File #: 14-137, Version: 1

EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF TIRES AND SERVICES FROM GCR TIRE CENTERS FOR PUBLIC WORKS; AND THE RATIFICATION OF EXPENDITURES FOR TIRE SERVICES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the expenditure of funds for the cooperative purchase of tires and services from GCR Tire Centers, doing business as Bridgestone Americas Tire Operations, LLC, in a total amount not to exceed \$280,000 for fiscal year (FY) 2014-15; and to ratify the expenditure of funds in an approximate amount of \$9,000 for tire services rendered between July 1, 2014 to September 23, 2014.

Background

The City of Glendale owns and maintains a city fleet of approximately 1,300 vehicles and associated equipment. This fleet of vehicles and equipment is used to support key city functions including police and fire services, community services, public works and water services. Last fiscal year, with all city vehicles combined, the fleet traveled over seven million miles during the course of providing services to the community.

The Equipment Management division of Public Works Department is responsible for purchasing, maintaining, and repairing these vehicles and charges the cost related to repairs and maintenance back to the corresponding departments. Cost related to tire purchases by department or division as a percentage is as follows: Police and Fire Departments (31%), Water Services and Public Works Departments (including Field Operations, Sanitation and Transportation divisions) (60%), remaining city departments and motor pool (9%). If tires cannot be repaired or recapped, they require replacement in order to ensure vehicle safety and reliability.

The Equipment Management division, as well as the Glendale Municipal Landfill and Materials Recovery Facility (MRF) routinely purchase tires and service utilizing state cooperative contracts due to the preferred pricing offered by vendors.

Analysis

As different vehicle types require different tires, the department researches the lowest cost offered through existing state contracts. Due to the diversity of the fleet, multiple vendors are required in order to secure a range of tires and services for city operations (on-road, off-road, passenger and light duty vehicles, motorcycles, tractors, heavy duty trucks and equipment).

The Equipment Management and Landfill/MRF divisions utilize GCR Tire Centers to purchase on-road

passenger tires, miscellaneous equipment tires, and off-road tires for heavy equipment. GCR Tire Centers also provides tire repair services for these city operations. The Equipment Management division utilizes GCR Tire Centers to provide on-site tire repair and replacement services for approximately four hours per day to supplement current staffing levels. The Landfill and MRF operations do not have the equipment or staff resources for heavy equipment tire repairs and service so this function is outsourced to GCR Tire Centers. GCR has been providing tire services until an agreement could be brought forward for approval, utilizing the cooperative purchasing agreement.

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.

Staff recommends the authorization of expenditure of funds with GCR Tire Centers in an amount not to exceed \$280,000 in FY 2014-15 for the purchase of tires and services for use on city vehicles and equipment across the organization; and to ratify the expenditure of funds in an amount of approximately \$9,000 for tire services rendered from July 1, 2014 to September 23, 2014.

Previous Related Council Action

On August 13, 2013, Council authorized the cooperative purchase of tires and service obtained in a total amount not to exceed \$850,000 for FY 2013-14. Included in this action was the cooperative purchase of tires and service from GCR Tire Centers.

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

Community Benefit/Public Involvement

The purchase of tires and services is necessary to keep the city fleet of vehicles and equipment legal, safe and operational while delivering city services to the community.

The combined purchasing power of the State Cooperative Purchasing and Strategic Alliance for Volume Expenditures (S.A.V.E.) memberships produces the lowest possible volume prices and makes 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 FY 2014-15 Equipment Management, Landfill and Materials Recovery Facility operating and maintenance budgets.

Equipment Management will be utilizing \$110,000 for the purchase of on-road passenger and miscellaneous equipment tires, as well as \$100,000 for tire services. The Landfill will be utilizing \$25,000 for the purchase of mostly off-road tires for heavy equipment and \$25,000 for tire services. The MRF will be utilizing \$10,000 for the purchase of mostly off-road tires for heavy equipment and \$10,000 for tire services.

Cost	Fund-Department-Account
\$110,000	1040-13510-523220, Equipment Management
\$100,000	1040-13510-518200, Equipment Management
\$25,000	2440-17710-523400, Landfill
\$25,000	2440-17710-516200, Landfill
\$10,000	2440-17750-523400, Materials Recovery Facility - Operations
\$10,000	2440-17750-516200, Materials Recovery Facility - Operations

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT WITH
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)
FOR
Tire Service Worker(s)**

This Agreement for tire service workers(s) ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Bridgestone Americas Tire Operations, LLC, a Delaware limited liability company, authorized to do business in Arizona, and doing business in Arizona as GCR Tires & Service (the "Contractor"), as of the ____ day of _____, 2014.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, pursuant to Contract 12PB026 with the City of Scottsdale (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

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

1.2 Project Team.

a. Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.
- (3) Consultant will provide a Project Team to perform all work necessary to complete the Project.

- (4) Consultant certifies that members of the Project Team meet or exceed the level of competence that the City may reasonably expect of a person performing his or her assigned duties, and that he or she will not commit any acts or omissions detrimental to the development, implementation or completion of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. As provided in Attachment 1 hereto, Contractor has disclosed that its parent or affiliate Bridgestone Corporation of Japan was temporarily debarred and excluded from government contracting. This suspension or debarment did not apply to Bridgestone Americas Tire Operation or its U.S. parent company, Bridgestone Americas, Inc. Accordingly, Contractor certifies it has not been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment"). The Parties agree:
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$100,000.00, for the entire potential term (Initial Term and any renewals) of this Agreement as provided in Section 13 below, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

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

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

8. Insurance.

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

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

- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. Contractor and sub-contractor must, at all times relevant hereto, carry a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor must provide not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

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

8.3 Indemnification.

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

8.4 Contractor's Warranties. Contractor provides its standard warranties and limitations on its goods, products and services. Such standard warranties and limitations are contained in Attachment 2, and are specifically incorporated into and made an enforceable part of this Agreement.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

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

10. Notices.

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

10.2 Representatives.

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

Bridgestone Americas Tire Operations, LLC dba GCR Tires & Services
c/o Marc Gagnon
2815 N. 32nd Avenue
Phoenix, AZ 85009

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

City of Glendale
c/o Montana Slack
City of Glendale
6210 W. Myrtle Avenue, Suite # 111
Glendale, Arizona 85301
623-930-2621

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

12. **Entire Agreement; Survival; Counterparts; Signatures.**

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies

the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

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

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

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

13. **Term.** The City is purchasing the service for tire service worker(s) for City vehicles and equipment from Contractor pursuant to City of Scottsdale Contract 12PB026. Under the City of Scottsdale Contract, purchases can be made by governmental entities for one year from the date of award, which was January 3, 2012. The original contract term expired on December 31, 2013. The City of Scottsdale Contract was subsequently renewed and extended for a period of one year until December 31, 2014. The City of Scottsdale Contract, by its terms may be extended for four additional one-year periods beyond the original terms, by the mutual agreement of the parties, but may not be extended contract beyond December 31, 2017. Provided the City of Scottsdale Contract remains in effect and is renewed each of the remaining renewal periods, the City of Glendale may renew the term of this Agreement until the City of Scottsdale contract expires on December 31, 2017. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

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

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

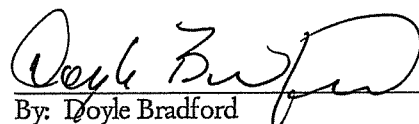
ATTEST:

Pam Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Bridgestone Americas Tire Operations, LLC
dba GCR Tires & Services,
a Delaware limited liability company



By: Doyle Bradford
Its: Vice President, Sales & Services

EXHIBIT A
AGREEMENT WITH
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)
FOR
Tire Service Worker(s)

In accordance with the terms and conditions of this Agreement and the City of Scottsdale Contract 12PB026, the City is retaining Bridgestone Americas Tire Operations, LLC, dba GCR Tires & Service for tire service worker(s) on City vehicles and equipment on an as needed basis.

EXHIBIT B
AGREEMENT WITH
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)
FOR
Tire Service Worker(s)

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION


Method of payment is provided in Paragraph 5 of the Agreement. The amount of compensation, tire service worker(s), is provided in City of Scottsdale Contract 12PB026 and attached hereto.

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 \$100,000.00.

DETAILED PROJECT COMPENSATION

Tire service worker(s) on City vehicles and equipment on an as needed basis.

SPECIFICATIONS	
	TIRE SERVICE WORKER(S) IFB # 12PB026


QUALITY CONTROL

The Contract Administrator or designee will monitor issues by the Contractor. Tire repair issues caused by Tire Service Worker, not by road hazard (improper patch, leaking or broken valve stem etc.) shall average less than five percent (5%) monthly. Tire repair issues that exceed five percent (5 %) for two (2) consecutive months may result in the contract being terminated. The Contract Administrator has the right to request a replacement tire service worker if their performance is deemed as inadequate or unsafe practices are used. The City of Scottsdale Contract Administrator will be the final determination of what was the cause of the tire issue.

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS

1.0 Tire Service Specifications

- 1.01 The Fleet Management Division has two (2) service facilities (Corporation Yard Fleet Management Facility (9191 E. San Salvador Dr.) AND the McKellips Fleet Management Facility (7601 E. McKellips Rd.).
- 1.02 The Contractor shall provide an onsite tire service workers, service truck and tools at a pre-determined City of Scottsdale Fleet Management Service Facility a MINIMUM of Monday through Friday between 5:00 AM and 11:00 AM and 2:00 PM 10:00 PM except on posted holidays or limited special occasions. Hours and location may vary as needed and indicated by the Contract Administrator, as it is anticipated that the Tire Service Workers will float between the two Service Facilities based on the needs of the City.
- 1.03 For all other times (24/7 including holidays) NOT covered by section 1.02 above, the Contractor shall provide after-hours / emergency call-out service with a MAXIMUM road-call site (site of breakdown) response time of two (2) hours (calculated from the time of service request to arrival of the tire service worker at the job site).
- 1.04 Contractor shall use the Contractor provided service truck and tools to provide response to all road side service requests (Regular Hours and After Hours) covered under the scope of this contract. Contractor is responsible for their own fuel costs.
- 1.05 Contractor shall provide a "Yard Check Service" under the scope of this contract, performed during the regular service hours indicated in section 1.02. The "Yard Check Service" shall be an inspection of the tires mounted on City of Scottsdale vehicles during the course of each shift, at each location as designated by the Contract Administrator or Designee. The Contract Administrator or designee will determine the timing, breadth and depth of the "Yard Check Service". The inspection process will include an air pressure check and visual inspection of the tread, sidewall area, valve stems and wheels. Each tire service worker shall submit a written inspection report noting vehicle with worn tires, as well as any irregular wear, may indicate mechanical problems with the vehicle to the Contract Administrator or designee. This report is to include all vehicles inspected, and shall be turned in prior to the completion of the Contractor's work order for the shift worked. A City of Scottsdale work order must be issued prior to replacing any tires. No fuel surcharges will be allowed as part of this contract.

SPECIFICATIONS	
	TIRE SERVICE WORKER(S) IFB # 12PB026

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS – CONT'D

1.0 Tire Service Specifications – Cont'd

1.06 Contractor shall remove wheels/tires from equipment: replace new/recapped tires, balance, and replace tires on the equipment on site.

1.07 Repairs of tires onsite will be limited to patchable flat repairs and the replacement of damaged valve stems and worn or damaged tires. All flat repairs for on highway applications shall be made with the tire removed from the rim and patched inside the tire.

TIRE PLUGS ARE NOT ACCEPTABLE. All tire repairs and tire replacement labor cost shall be included in the hourly rate for the time period in effect at the time the repair is made.

1.08 EVERY vehicle repaired by the Contractor shall have ALL (including any applicable Spare tires) the tire pressure checked and adjusted to proper inflation levels and tread depth of the tires checked and noted on their daily report to the Contract Administrator or designee.


1.09 All reports and forms will be created through collaboration with Contractor and the Contract Administrator or designee. These sheets shall be filled out completely and signed by the technician providing the service before the Contractor's work order is signed for the work performed. There shall be NO ADDITIONAL CHARGE for filling out these sheets.

2.0 Contractor Service Worker Requirements

2.01 The Contractor shall employ properly trained and / or certified tire service workers who are also trained in the use of City of Scottsdale owned tire equipment. The Tire Service Worker(s) MUST be TIA (Tire Industry Association) Certified.

2.02 Contractor shall have some form of background check in place for all tire service workers that will be providing repair services under the scope of this contract. The background check performed by the Contractor shall ensure that tire service workers have no prior felony convictions or any convictions other than minor traffic violations. The City reserves the right to initiate a background check, administered by the Police Department, on any tire service worker dispatched to City, should it be determined by the Contract Administrator to be in the City's best interest. Tire service workers that do not pass the City's background check will no longer be eligible to provide services to the City under the scope of this contract. Frequent failures of City background checks by Contractor tire service workers, may result in the cancellation of the contract for cause.

2.03 All Contractor employees shall understand and follow all related City of Scottsdale Safety procedures while working on City of Scottsdale equipment or property.

SPECIFICATIONS	
	TIRE SERVICE WORKER(S) IFB # 12PB026


SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS – CONT'D

2.0 Contractor Service Worker Requirements – Cont'd

- 2.04 The Contractor shall be responsible for all training and certification of their Employee(s) working under the scope of this contract.
- 2.05 Each tires service worker provided by the Contractor shall have completed OSHA Safety training and be certified by International Tire and Rubber Association (ITRA) prior to assignment to work on or for City of Scottsdale property or equipment.
- 2.06 A designated area in the Fleet Maintenance Facility will be designated as a Tire Repair Shop. All tire service equipment and tire repair supplies will be located in this designated area.
- 2.07 Each tire service worker shall be familiar, trained and certified on the safe and proper use of Scottsdale tire equipment prior to assignment to work on City of Scottsdale property and equipment. The City currently has the following tire equipment the tire service workers will need to be trained and certified on:

BRAND	MODEL	DESCRIPTION
Ahcon	Safe 88	Tire Safety Inflation cage
Coats	1025	Tire Balancer
Coats	4050A	Tire Mounting Machine
Coats	5000	Tire Mounting Machine
Coats	6160	Tire Safety Inflation Cage
Coats	6401	Tire Balancer
Giuliani	ALL Tire Plus	Tire Mounting Machine
Giuliani	Type 551	Tire Mounting Machine
Napa		Tire Bead Blaster
Miscellaneous	Miscellaneous	Five and Ten Ton Jack Stands
OTC		25 Ton Air over Hydraulic Axle Jack
Unknown		25 Ton Floor Jack
Unknown		10 Ton Bottle Jack

- 2.08 Tire service worker will be required to move City equipment within the City's maintenance facilities to and from the area where the area where the tire service is to be performed. A valid driver's license is required for each tire service worker.

SPECIFICATIONS	
	TIRE SERVICE WORKER(S) IFB # 12PB026

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS – CONT'D


3.0 City Supplied Equipment and Supplies

- 3.01 The City of Scottsdale shall provide the following supplies for use under the scope of this contract by the Contractor's Tire Service Worker:

Tire Repair Patches and Glue
 Tire Valve Stem
 Wheel Weights (for balanced tires)
 Shop Towels
 Tire Mounting Lubes, Soaps and Greases

- 3.02 Supplies provided by the City **SHALL NOT** be removed from City premises.

- 3.03 Contractor shall be responsible for the supplies on the Contractor owned service vehicles used for all road service calls (regular hours / after hours) covered under the scope of this contract.

BID FORM	
	TIRE SERVICE WORKER(S) IFB # 12PB026

ITEM	DESCRIPTION	ESTIMATED HOURS	LABOR RATE (per hour)	EXTENSION
A	Monday through Friday (excluding holidays) - Regularly Scheduled Service Hours (5:00 A.M. - 11:00 A.M. and 12:00 P.M. - 10:00 P.M.)	3500 HRS	\$ <u>42.50</u>	\$ <u>148,750.00</u>
B	After hours and emergency road service.	13 HRS	\$ <u>63.00</u>	\$ <u>819.00</u>
C	Travel time rate applies to Item B only. One (1) hour Maximum billable per call-out.	15 HRS	\$ <u>0</u>	\$ <u>0</u>
TOTAL QUOTE FOR LABOR				\$ <u>149,569.00</u>

ONLY THE TOTAL QUOTE FOR LABOR WILL BE READ AT THE BID OPENING

****TAXES**

- Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: Corporation Yard Fleet Management Facility, (9191 E. San Salvador Dr. Scottsdale, AZ) AND the McKellips Fleet Management Facility, (7601 E. McKellips Rd. Scottsdale, AZ)

- Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

NO BID: If no bid please state reason:

COMPANY NAME: Ger Time Centers

EXHIBIT C
AGREEMENT WITH
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)
FOR
Tire Service Worker(s)

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Bridgestone Americas Tire Operations, LLC
535 Marriott Drive, Nashville, TN 37214

Attachment 1

Date: July 22, 2014

Bridgestone Americas Tire Operations, LLC ("BATO") provides the following explanation in lieu of the representation made in Section 3.2(b). of the Agreement by and between BATO and the City of Glendale.

BATO is a wholly owned subsidiary of Bridgestone Americas, Inc. ("BSAM"). Bridgestone Corporation ("BSJ"), BSAM's ultimate parent and a Japanese corporation, entered into a criminal plea agreement on October 5, 2011 in the US District Court for the Southern District of Texas, Houston Division, relating to antitrust and Foreign Corrupt Practices Act violations occurring over five years ago. While BSJ was temporarily excluded from government contracting, on April 27, 2012, in accordance with FAR Subpart 9.4 and the Consolidated Appropriations Act of 2012, the Air Force Suspending and Debaring Official lifted the exclusion and determined that no further action was necessary to protect the interests of the government. BSJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

On February 13, 2014, the U.S. Department of Justice and BSJ, announced in separate news releases that BSJ had entered into a plea agreement, subject to court approval, with the U.S. Department of Justice. On April 30, 2014, the US District Court for the Northern District of Ohio accepted the plea agreement, and BSJ pled guilty to one count of violating Section 1 of the Sherman Act. The plea agreement and the guilty plea of Bridgestone Corporation do not involve BSAM, its subsidiaries, personnel or businesses, including BATO. We are notifying you in order to make clear that Bridgestone Americas has no responsibility for this situation. We will continue to update you as we become aware of any new developments. We will, of course, also let you know if any other notification requirements are triggered in the future. Please contact the Bridgestone Americas Law Department if you have any questions related to this matter.



Bridgestone Americas Tire Operations, LLC
535 Marriott Drive
Nashville, TN 37214

These standard Bridgestone warranties and limitations (the "BATO Warranties and Limitations") together with the agreement between Customer and Bridgestone Americas Tire Operations, LLC ("BATO") to which these BATO Warranties and Limitations are attached (collectively, the "Agreement") shall constitute the entire agreement between BATO and Customer and shall be incorporated and become an integral part of the Agreement. In the event of a conflict or inconsistency between anything else in the Agreement and the BATO Warranties and Limitations, the BATO Warranties and Limitations shall govern.

PRODUCTS. All new products ("Products") supplied by BATO are subject to manufacturer's standard limited warranties as in effect at the time of delivery. As the exclusive remedy for breach of this warranty, BATO, at its option, shall: (a) repair the Products, (b) replace the Products, or (c) refund the fees paid and attributable to the Products at issue for the then-current Period. Customer will make no set-off, without the written consent of BATO, for warranty claims or adjustments against any sum otherwise owing to BATO, but settlement of such claims and adjustments will be in accordance with BATO's warranty procedures then in effect. All warranty claims will be submitted to BATO in accordance with warranty claims procedures in effect at the time of claim, unless BATO notifies Customer otherwise.

SERVICES. BATO warrants that the services it provides ("Services") will be performed in a good workmanlike manner, with that standard of care, skill, and diligence normally provided by a similar professional in the performance of similar services in accordance with applicable specifications and industry standards. As the exclusive remedy for breach of this Services warranty, BATO, at its option, shall: (a) correct or re-perform any Service that is in breach of the warranties expressed herein or (b) refund the fees paid and attributable to the Services at issue.

LIMITATIONS. The warranties do not apply to any errors, problems, or defects in the Products or Services resulting from or caused by Customer or a third party on behalf of Customer, acts or omissions by Customer in violation of the terms of the Agreement and/or contrary to BATO's instructions, or modifications to the Products or Services not performed by BATO or its subcontractors. No claim based on the warranties set forth herein will be greater in amount than the payments paid for the Products and/or Services in respect of which damages are claimed, and BATO's liability will be limited to such amount. No suit or claim based on any cause of action, regardless of form (excluding suits or claims based on debts owing to BATO), arising out of or in any way connected with the Agreement, may be brought by either Customer or BATO (or any party claiming by, through, or under either of them) more than two (2) years after such cause of action accrued. **OTHER THAN THE WARRANTIES STATED IN THE AGREEMENT, BATO DOES NOT MAKE ANY AND EXPRESSLY DISCLAIMS ALL: 1) WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, 2) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY NOR ITS PARENT, SUBSIDIARIES OR AFFILIATED ENTITIES, BE LIABLE FOR ANY INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, WHETHER BASED IN AGREEMENT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUES, OR BUSINESS, LOSS OF GOODWILL, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, FACILITIES, SUBSTITUTE PRODUCTS OR SERVICES, DOWNTIME, DELAY OR SLOWDOWN COSTS, SPOILAGE OF MATERIAL, OR FOR ANY OTHER TYPE OF ECONOMIC LOSS, DIRECT OR INDIRECT, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THESE OR ANY OTHER DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.** All the limitations and disclaimers expressed herein shall apply to claims of Customer's customers or any third party asserted by Customer against BATO for indemnity or contribution as well as direct claims of Customer against BATO, provided that Customer may assert a claim against BATO to the extent a third party, other than Customer's customers, asserts such claims against Customer.

FORCE MAJEURE. BATO shall not be liable for any delay, damage or non-performance as a result of any cause or event beyond reasonable control of BATO, including act of God, act of Customer, labor disputes, compliance with government regulations, equipment failure, shortages or delays in transportation or raw materials, embargo or other war, riot, defaults of common carriers, inability to obtain labor, materials or manufacturing facilities, or delays in the performance of suppliers or subcontractors. Customer's exclusive remedy for BATO's inability to deliver for any reason set forth above shall be the right of rescission of the Agreement.

AGREEMENT WITH
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)
FOR
Tire Services at Landfill/MRF

This Agreement for tire services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Bridgestone Americas Tire Operations, LLC, a Delaware limited liability company, authorized to do business in Arizona, and doing business in Arizona as GCR Tires & Service (the "Contractor"), as of the ____ day of _____, 2014.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Contract ADSP012-021289 with the State of Arizona (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

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

1.2 Project Team.

a. Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.
- (3) Consultant will provide a Project Team to perform all work necessary to complete the Project.

- (4) Consultant certifies that members of the Project Team meet or exceed the level of competence that the City may reasonably expect of a person performing his or her assigned duties, and that he or she will not commit any acts or omissions detrimental to the development, implementation or completion of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. As provided in Attachment 1 hereto, Contractor has disclosed that its parent or affiliate Bridgestone Corporation of Japan was temporarily debarred and excluded from government contracting. This suspension or debarment did not apply to Bridgestone Americas Tire Operation or its U.S. parent company, Bridgestone Americas, Inc. Accordingly, Contractor certifies it has not been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment"). The Parties agree:
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$35,000.00, for the entire potential term (Initial Term and any renewals) of this Agreement as provided in Section 13 below, and as specifically detailed in Exhibit B (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

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

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

8. Insurance.

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

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

- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. Contractor and sub-contractor must, at all times relevant hereto, carry a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor must provide not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

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

8.3 Indemnification.

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

8.4 Contractor's Warranties. Contractor provides its standard warranties and limitations on its goods, products and services. Such standard warranties and limitations are contained in Attachment 2, and are specifically incorporated into and made an enforceable part of this Agreement.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

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

10. Notices.

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

10.2 Representatives.

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

Bridgestone Americas Tire Operations, LLC dba GCR Tires & Services
c/o Marc Gagnon
2815 N. 32nd Avenue
Phoenix, AZ 85009

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

City of Glendale
c/o Ernie Ruiz
City of Glendale
6210 W. Myrtle Avenue, Suite # 111
Glendale, Arizona 85301
623-930-4722

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

12. **Entire Agreement; Survival; Counterparts; Signatures.**

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies

the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

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

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

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

13. **Term.** The City is purchasing the service for tire services for City vehicles and equipment from Contractor pursuant to State of Arizona Contract ADSP012-021289. Under the State of Arizona Contract, purchases can be made by governmental entities for one year from the date of award, which was April 6, 2012, until the date the original contract term expired on May 30, 2013. The State subsequently renewed and extended the contract for a period of one year until September 30, 2014. The State Contract, by its terms may be extended by the mutual agreement of the parties, but may not be extended contract beyond May 30, 2017. The initial period of this Agreement is therefore is the period from the Effective Date of this Agreement until September 30, 2014. The City, however, may renew the term of this Agreement concurrent with any State Contract renewals, until the State of Arizona contract expires on May 30, 2017. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

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

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

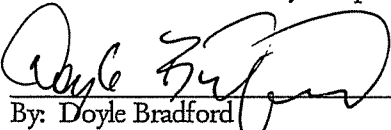
ATTEST:

Pam Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Bridgestone Americas Tire Operations, LLC
dba GCR Tires & Services,
a Delaware limited liability company



By: Doyle Bradford
Its: Vice President, Sales & Services

EXHIBIT A
AGREEMENT WITH
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)
FOR
Tire Services at Landfill/MRF

In accordance with the terms and conditions of this Agreement and the State of Arizona Contract ADSP012-021289, the City is retaining GCR Tire Center, dba Bridgestone Americas Tire Operations, LLC, for tire services on City vehicles and equipment on an as needed basis.

EXHIBIT B
AGREEMENT WITH
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)
FOR
Tire Services at Landfill/MRF

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 5 of the Agreement. The amount of compensation, tire services, is provided in State of Arizona Contract ADSP012-021289 and attached hereto.

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 \$35,000.00.

DETAILED PROJECT COMPENSATION

Tire services on City vehicles and equipment on an as needed basis.

State of Arizona - Master Blanket



Master Blanket Purchase Order ADSP012-021289

Header Information

Purchase Order Number: ADSP012-021289

Release Number: 0

Short Description: WSCA Tires, Tubes and Services PA Quantity

Status: 3PS - Sent

Purchaser: Lori Sherill

Receipt Method:

Fiscal Year: 2012

PO Type: Blanket

Minor Status:

Organization: State of Arizona

Department: ADSP0 - State Procurement Office

Location: STRGC - SPO Strategic

Type Code: Statewide

Alternate ID: WSCA MPA MA210

Entered Date: 04/06/2012 04:31:06 PM

Control Code:

Days ARO: 0

Retainage %: 0.00%

Discount %: 0.00%

Print Dest Detail: If Different

Catalog ID:

Release Type: Direct Release

Pcard Enabled: Yes

Contact Instructions: Lori.Sherill@azdoa.gov or (602) 542-7144

Tax Rate:

Actual Cost: \$0.00

Master Blanket/Contract End Date (Maximum): 05/30/2017 09:24:00 AM

Project No.:

Building Code:

Cost Code:

Special Purchase Types:

PIJ NUMBER:

Coop Spend To Date:

Attachments: PO Terms & Conditions, WSCA Solicitation Documents.zip, Arizona PA ADSP012-021289 Documents.zip, Attachment C Pricing Discounts and Service Pricing Bridgestone ADSP012-021289.doc, Change Order Summary 8 -ADSP012-021289-1.pdf, Certificate of Insurance, PRICING, AUTHORIZED DEALERS/SUPPLY POINT LIST

Primary Vendor Information & PO Terms

Vendor: 9000004775 - DIVISION OF BRIDGESTONE FIRESTONE NORTH AMERICAN
Linda Alberstadt
535 Marriott Dr.
P O Box 140980
Nashville, TN 37214-0980
US
Email: abramstroger@bfusa.com
Phone: (615)837-3893
FAX: (615)493-0152

Payment Terms: Net 30

Shipping Method: Best Way

Shipping Terms: F.O.B., Destination

Freight Terms: Freight Prepaid

PO Acknowledgements: Document

Notifications

Acknowledged Date/Time

State of Arizona - Master Blanket

Purchase Order	Emailed to abramsroger@bfusa.com at 05/31/2012 11:14:35 AM
Change Order 3	Emailed to abramsroger@bfusa.com at 08/22/2012 11:41:43 AM
Change Order 6	Emailed to abramsroger@bfusa.com at 10/25/2013 04:41:23 PM
Change Order 1	Emailed to abramsroger@bfusa.com at 06/08/2012 01:19:37 PM
Change Order 2	Emailed to abramsroger@bfusa.com at 06/12/2012 01:46:58 PM
Change Order 4	Emailed to abramsroger@bfusa.com at 03/13/2013 11:04:13 AM
Change Order 5	Emailed to abramsroger@bfusa.com at 08/29/2013 08:44:04 AM
Change Order 7	Emailed to abramsroger@bfusa.com at 11/01/2013 02:31:19 PM
Change Order 8	Emailed to abramsroger@bfusa.com at 11/01/2013 02:33:30 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>000000767</u>	18603807690	REDBURN TIRE CO	Email	Active
<u>000001794</u>	18602624050	PHOENIX TIRE INC	Email	Active
<u>000006749</u>		Reynolds Tire and Auto Center LLC	Email	Active
<u>000008266</u>	18602925610	W R RYAN CO	Email	Active
<u>000018524</u>	18608212280	Alax's Tires Inc	Email	Active
<u>000026840</u>	18803350670	GCR TIRE CENTER	Email	Active
<u>000034466</u>	12010459170	Revolution Tire LLC DBA Queen Creek Tire Pros	Email	Active
<u>000035515</u>	18609044380	Ed Whiteheads Tire	Email	Active
<u>9000004775</u>	13402204400	DIVISION OF BRIDGESTONE FIRESTONE NORTH AMERICAN T	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date:
Cooperative Purchasing Allowed:

05/31/2012
Yes

Master Blanket/Contract End Date:

09/30/2014

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$307,150.14	\$0.00

Item Information

1-5 of 24
1 2 3 4 5

Print Sequence # 1.0, Item # 1: Pursuit and Performance Tires - 20% off MPL

3PS - Sent

NIGP Code: 863-05
Tires and Tubes, Passenger Vehicles

ProcureAZ

Vendor Profile - GCR TIRE CENTER

Organization Information Address

General Organization Information

Vendor ID: 000028840

Alternate ID: 18803350670

Company Name: GCR TIRE CENTER

Status: Active

Status Change Reason:

Incorporation Details - State: TN

Year of Incorporation: 65

Business Description: TIRE SALES & SERVICE

Preferred Delivery Method: Email

Vendor Email: russwilliams@gcrtires.com

Vendor Fax: 5208887210

1099 Vendor: No

Emergency Supplier: Yes

Emergency Phone: 5208886001

Emergency Contact Name: 24 HR ON CALL PERSONNEL

Emergency Email: russwilliams@gcrtires.com

Emergency Info Comment: GCR OFFERS 24/7 ROAD SERVICE

Referenced Vendor: No

Close Window

City of Glendale Landfill

Ernie Ruiz



TIRES & SERVICE

GCR Tires & Service

Boom Service Rate (Otr)	\$110.00 per hr
Regular Service Rate	\$82.00 per hr
Orings	\$15.50
Valve stem	\$6.00 - \$13.15
Large Bore Caps	\$3.25
Large Bore Cores	\$3.50

(Otr stands for Off the road tires)



Tim Cetherman

Gcr Saleman

Cell (602) 725-8365

EXHIBIT C
AGREEMENT WITH
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)
FOR
Tire Services at Landfill/MRF

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Bridgestone Americas Tire Operations, LLC
535 Marriott Drive, Nashville, TN 37214

Attachment 1

Date: July 22, 2014

Bridgestone Americas Tire Operations, LLC ("BATO") provides the following explanation in lieu of the representation made in Section 3.2(b). of the Agreement by and between BATO and the City of Glendale.

BATO is a wholly owned subsidiary of Bridgestone Americas, Inc. ("BSAM"). Bridgestone Corporation ("BSJ"), BSAM's ultimate parent and a Japanese corporation, entered into a criminal plea agreement on October 5, 2011 in the US District Court for the Southern District of Texas, Houston Division, relating to antitrust and Foreign Corrupt Practices Act violations occurring over five years ago. While BSJ was temporarily excluded from government contracting, on April 27, 2012, in accordance with FAR Subpart 9.4 and the Consolidated Appropriations Act of 2012, the Air Force Suspending and Debaring Official lifted the exclusion and determined that no further action was necessary to protect the interests of the government. BSJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

On February 13, 2014, the U.S. Department of Justice and BSJ, announced in separate news releases that BSJ had entered into a plea agreement, subject to court approval, with the U.S. Department of Justice. On April 30, 2014, the US District Court for the Northern District of Ohio accepted the plea agreement, and BSJ pled guilty to one count of violating Section 1 of the Sherman Act. The plea agreement and the guilty plea of Bridgestone Corporation do not involve BSAM, its subsidiaries, personnel or businesses, including BATO. We are notifying you in order to make clear that Bridgestone Americas has no responsibility for this situation. We will continue to update you as we become aware of any new developments. We will, of course, also let you know if any other notification requirements are triggered in the future. Please contact the Bridgestone Americas Law Department if you have any questions related to this matter.



Bridgestone Americas Tire Operations, LLC

535 Marriott Drive

Nashville, TN 37214

These standard Bridgestone warranties and limitations (the "BATO Warranties and Limitations") together with the agreement between Customer and Bridgestone Americas Tire Operations, LLC ("BATO") to which these BATO Warranties and Limitations are attached (collectively, the "Agreement") shall constitute the entire agreement between BATO and Customer and shall be incorporated and become an integral part of the Agreement. In the event of a conflict or inconsistency between anything else in the Agreement and the BATO Warranties and Limitations, the BATO Warranties and Limitations shall govern.

PRODUCTS. All new products ("Products") supplied by BATO are subject to manufacturer's standard limited warranties as in effect at the time of delivery. As the exclusive remedy for breach of this warranty, BATO, at its option, shall: (a) repair the Products, (b) replace the Products, or (c) refund the fees paid and attributable to the Products at issue for the then-current Period. Customer will make no set-off, without the written consent of BATO, for warranty claims or adjustments against any sum otherwise owing to BATO, but settlement of such claims and adjustments will be in accordance with BATO's warranty procedures then in effect. All warranty claims will be submitted to BATO in accordance with warranty claims procedures in effect at the time of claim, unless BATO notifies Customer otherwise.

SERVICES. BATO warrants that the services it provides ("Services") will be performed in a good workmanlike manner, with that standard of care, skill, and diligence normally provided by a similar professional in the performance of similar services in accordance with applicable specifications and industry standards. As the exclusive remedy for breach of this Services warranty, BATO, at its option, shall: (a) correct or re-perform any Service that is in breach of the warranties expressed herein or (b) refund the fees paid and attributable to the Services at issue.

LIMITATIONS. The warranties do not apply to any errors, problems, or defects in the Products or Services resulting from or caused by Customer or a third party on behalf of Customer, acts or omissions by Customer in violation of the terms of the Agreement and/or contrary to BATO's instructions, or modifications to the Products or Services not performed by BATO or its subcontractors. No claim based on the warranties set forth herein will be greater in amount than the payments paid for the Products and/or Services in respect of which damages are claimed, and BATO's liability will be limited to such amount. No suit or claim based on any cause of action, regardless of form (excluding suits or claims based on debts owing to BATO), arising out of or in any way connected with the Agreement, may be brought by either Customer or BATO (or any party claiming by, through, or under either of them) more than two (2) years after such cause of action accrued. **OTHER THAN THE WARRANTIES STATED IN THE AGREEMENT, BATO DOES NOT MAKE ANY AND EXPRESSLY DISCLAIMS ALL: 1) WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, 2) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY NOR ITS PARENT, SUBSIDIARIES OR AFFILIATED ENTITIES, BE LIABLE FOR ANY INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, WHETHER BASED IN AGREEMENT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUES, OR BUSINESS, LOSS OF GOODWILL, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, FACILITIES, SUBSTITUTE PRODUCTS OR SERVICES, DOWNTIME, DELAY OR SLOWDOWN COSTS, SPOILAGE OF MATERIAL, OR FOR ANY OTHER TYPE OF ECONOMIC LOSS, DIRECT OR INDIRECT, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THESE OR ANY OTHER DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. All the limitations and disclaimers expressed herein shall apply to claims of Customer's customers or any third party asserted by Customer against BATO for indemnity or contribution as well as direct claims of Customer against BATO, provided that Customer may assert a claim against BATO to the extent a third party, other than Customer's customers, asserts such claims against Customer.**

FORCE MAJEURE. BATO shall not be liable for any delay, damage or non-performance as a result of any cause or event beyond reasonable control of BATO, including act of God, act of Customer, labor disputes, compliance with government regulations, equipment failure, shortages or delays in transportation or raw materials, embargo or other war, riot, defaults of common carriers, inability to obtain labor, materials or manufacturing facilities, or delays in the performance of suppliers or subcontractors. Customer's exclusive remedy for BATO's inability to deliver for any reason set forth above shall be the right of rescission of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
10/29/2013

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

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

PRODUCER

Willis of Tennessee, Inc.
c/o 26 Century Blvd.
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT

NAME:
PHONE (A/C NO, EXT): 877-945-7378 FAX (A/C NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE**NAIC#****INSURER A:** Old Republic Insurance Company

24147-002

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****INSURED**

Bridgestone Americas Tire Operations, LLC
& Its Subsidiaries
535 Marriott Drive
Nashville, TN 37214

COVERAGES**CERTIFICATE NUMBER:** 20632606**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	ADD'L INSUR WVD	SUBS WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	MWZY60328	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS-COMP/OP AGG \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			MWTB21933	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	MWC11809200	12/28/2012	12/28/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	(Via description under DESCRIPTION OF OPERATIONS below)						E.L. DISEASE-EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE-POLICY LIMIT \$ 1,000,000
A	Garagekeepers			MWTB 21933	6/1/2013	6/1/2014	\$1,000,000 Limit

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

Named Insured includes Replacement Tire Sales, U.S. & Canada Consumer Tire Sales division.

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees are included as Additional Insureds to the General Liability as respects the negligence of the insured, except as superseded by a written contract.

General Liability includes Garage Liability Coverage.

CERTIFICATE HOLDER**CANCELLATION**

State of Arizona
Attn: Brian Ball
100 N 15TH Ave
Phoenix, AZ 85007

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

Coll:4251966 Tpl:1724846 Cert:20632606 ©1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 236095

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Tennessee, Inc.		NAMED INSURED Bridgestone Americas Tire Operations, LLC & Its Subsidiaries 535 Marriott Drive Nashville, TN 37214
POLICY NUMBER See First Page		
CARRIER Old Republic Insurance Company	NAIC CODE 24147-002	EFFECTIVE DATE: See First Page

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation applies to the General Liability policy as required by written contract.



Legislation Description

File #: 14-140, Version: 1

EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM COURTESY CHEVROLET

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the expenditure of funds for the cooperative purchase of 35 vehicles from Courtesy Chevrolet in a total amount not to exceed \$1,051,441 for the City of Glendale fleet.

Background

On an annual basis, Equipment Management completes a comprehensive review and evaluation of the city fleet to determine vehicle growth or replacement needs and priorities. The vehicles requested for purchase from Courtesy Chevrolet are replacement pickup trucks and patrol vehicles that are included in the Vehicle Replacement Fund (VRF) and meet the criteria for priority replacement. The VRF replacement schedule for the vehicles is currently set at approximately seven to nine years or 75,000 miles for the pickup trucks and four to five years or 100,000 miles for the patrol vehicles.

The Equipment Management division worked with Police Services, Building Safety, and Public Works to identify replacement vehicles that meet budget limits, operational demands and delivery of service to the community. The Chevrolet pickup trucks continue to be the most cost effective and standardized city fleet option for these various city operations. Additionally, the Chevrolet Tahoe replaces the city's aging Ford Crown Victoria patrol vehicle which is no longer manufactured or available. The Chevrolet Tahoe is the police vehicle of choice by many municipalities and government agencies because it offers superior ground clearance, crash protection, flex fuel and a larger cargo area for all of the gear and equipment that today's law enforcement officer must carry.

For fiscal year 2014-15, a total of \$2.5 million is available in the VRF for the purchase of vehicles. The unexpended balance for the fiscal year will remain in the VRF for future vehicle replacement purchases.

Analysis

Staff recommends the purchase of 35 pickup trucks and patrol vehicles from Courtesy Chevrolet in the amount of \$1,051,441. The vehicles to be purchased for the departments and functions are listed below, and the general categories of vehicles are as follows: 7 pickup trucks and 28 police interceptor sport utility vehicles (SUV).

Police Services: 31 Vehicles

14 SUVs for Central Patrol Bureau; 9 SUVs for Foothills Patrol Bureau; 4 SUVs for Special Operations; 2 Pickup

Trucks for Crime Investigations; 1 SUV for Crime Investigations; 1 Pickup Truck for Special Operations

Public Works: 3 Vehicles

1 Pickup Truck for Custodial Services; 1 Pickup Truck for ROW Maintenance; 1 Pickup Truck for Graffiti Removal

Development Services: 1 Vehicle

1 Pickup Truck for Building Safety

Courtesy Chevrolet was awarded this contract by the State of Arizona through a competitive bid process. Staff reviewed three State of Arizona contracts comparing vendor prices and Courtesy Chevrolet was lower than any of the other Chevrolet dealers for these replacement vehicles.

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

Previous Related Council Action

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

Community Benefit/Public Involvement

Purchase of these vehicles ensures the continued delivery of service provided by city departments, as well as supports the public safety mission to serve and protect the community.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$1,051,441	1120-13610-551400, Vehicle Replacement Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No



Legislation Description

File #: 14-141, Version: 1

EXPENDITURE AUTHORIZATION FOR THE COOPERATIVE PURCHASE OF JANITORIAL SUPPLIES FROM WAXIE'S ENTERPRISES, INC.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the expenditure of funds for the cooperative purchase of janitorial supplies from Waxie's Enterprises, Inc. (Waxie) in an amount not to exceed \$100,000 for fiscal year (FY) 2014-15.

Background

The Public Works Department, Custodial Services Division not only provides custodial services, but is also responsible for providing janitorial supplies for 32 facilities representing approximately 1,289,985 square feet of interior building space, which also includes five parking garages with plaza's and 13 elevators. Janitorial supplies are also stocked and provided for the City of Glendale festivals held in the downtown area. The janitorial supplies from Waxie are ordered, delivered and stocked at the city's Materials Control Warehouse.

Analysis

Waxie was awarded Contract 100489 through a competitive bid process by the City of Tucson utilizing the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member.

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

Previous Related Council Action

On July 13, 1999, Council adopted Resolution No. 3303 New Series authorizing the entering into of an intergovernmental Cooperative Purchasing Agreement with public agencies, consisting of city, county and state governmental agencies, school districts, and higher education institutions.

Community Benefit/Public Involvement

Custodial supplies are necessary to comply with State health codes, for the proper maintenance and care of public facilities, and to ensure Glendale's facilities meet the needs and expectations of the community.

Cooperative purchasing 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 FY 2014-15 Custodial Services Operating and Maintenance Budget.

Cost	Fund-Department-Account
\$100,000	1000-13460-524400, Custodial Services

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Legislation Description

File #: 14-184, Version: 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR CONTINUED PARTICIPATION IN THE ARIZONA VEHICLE THEFT TASK FORCE

Staff Contact: Debora Black, Police Chief

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) to continue participation in the Arizona Vehicle Theft Task Force (AVTTF).

Background

The Glendale Police Department (GPD) has partnered with DPS for more than a decade to combat auto theft. DPS established the AVTTF in 1997 to provide statewide expertise in the investigation of property crimes involving stolen vehicles. The goal of the AVTTF is to reduce vehicle theft in Arizona by deterring criminal activity through proactive enforcement, public awareness, and community education.

The AVTTF is comprised of city, county, state and federal law enforcement agencies working together to identify, apprehend, and prosecute individuals and criminal organizations that profit from the theft of motor vehicles. GPD has participated in the AVTTF for approximately 15 years, assigning a detective on a full-time basis to the AVTTF.

The detective assigned to the AVTTF gains valuable subject matter expertise and training. The partnership with DPS and involvement in the AVTTF promotes close cooperation and enhances information sharing between the participating law enforcement agencies. The AVTTF provides investigative support to target vehicle theft and related crimes within the jurisdictions of participating law enforcement agencies.

Analysis

The DPS agrees to reimburse the city for 75% of the salary of the assigned detective and 100% of pre-authorized AVTTF related overtime. The DPS also provides and maintains a vehicle for the assigned detective. The remaining 25% of the assigned detective's salary is paid by the Glendale Police Department.

Staff is recommending that Council authorize the City Manager to enter into the IGA with the DPS to continue participation in the AVTTF.

Previous Related Council Action

On October 26, 2010, Council authorized the City Manager to enter into an IGA with the DPS for participation in the AVTTF. The DPS has exercised its option to renew the existing agreement annually, with the most recent renewal expiring on June 30, 2014.

Community Benefit/Public Involvement

Operations to suppress auto theft in areas of Glendale are coordinated with the AVTTF. Participation in the AVTTF has led to the recovery of vehicles previously reported stolen from Glendale, along with the arrest of subjects also involved in drug crimes and violent crimes, as well as known gang members.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA. This assigned detective is a budgeted position and was included in the FY 2014-15 Council adopted budget.

RESOLUTION NO. 4856 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF
GLENDALE, MARICOPA COUNTY, ARIZONA,
AUTHORIZING THE ENTERING INTO OF AN
INTERGOVERNMENTAL AGREEMENT WITH THE
ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR
PARTICIPATION IN THE ARIZONA VEHICLE THEFT TASK
FORCE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement with the Arizona Department of Public Safety (DPS Contract No. 2014-142) for participation in the Arizona Vehicle Theft Task Force 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 hereby authorizes and directs the City Manager, or her designee, and the City Clerk to execute and deliver any and all necessary documents on behalf of the City of Glendale Police Department.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

**INTERGOVERNMENTAL AGREEMENT
REGARDING
ARIZONA VEHICLE THEFT TASK FORCE**

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona, through its Department of Public Safety, hereinafter referred to as "DPS", and the City of Glendale, a municipal corporation acting through the Glendale Police Department, hereinafter referred to as "Agency."

The purpose of this Agreement is to enhance law enforcement services concerning vehicle theft through the cooperative efforts of the parties to this Agreement.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. § 41-1713 B.3; both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952.

Now, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

I. Participation

The Agency agrees to assign one (1) P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer", to the Arizona Vehicle Theft Task Force on a full-time basis, for such assignments within the purposes of this contract, as directed by DPS. During this assignment, DPS and the Agency agree to allow the officer to maintain all benefits, rights and privileges available to the officer as if the officer were assigned on a full-time basis to the Agency. The officer must abide by all of the applicable rules and regulations of the Agency and is subject to the Agency's disciplinary process. In the event the officer is involved in a critical incident, as defined by DPS policy, the Agency agrees to cooperate with, and participate in, any investigation and/or critical incident review conducted by DPS for the purpose of evaluating the policies and procedures utilized by the Task Force.

II. Reimbursement

DPS agrees to reimburse the Agency on a quarterly basis, for 75% of the salary of the assigned police officer and 100% of pre-authorized Task Force related overtime hours per month (depending upon funding by the Arizona Automobile Theft Authority), based on DPS weekly time accounting summary. The Agency agrees to provide to DPS the following information: the officer's annual and hourly rate of pay, the officer's hourly overtime rate of pay and associated ERE (employee related expenses) costs. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries unless the Agency notifies DPS at least ninety (90) calendar days prior to the effective date of such modification. All approved travel expenses will be reimbursed directly to the officer by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. DPS shall assign and maintain a vehicle which will be provided in accordance with DPS vehicle policy to the Agency officer assigned to the Task Force. The maintenance and use of the DPS vehicle will be in conformance and compliance with all DPS rules and regulations.

III. 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.

IV. Nondiscrimination

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. Indemnification

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees, arising out of the bodily injury of any person or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, or employees.

VI. Drug Free Workplace

Any officer assigned to the task force will be subject to random and/or for cause drug and alcohol testing in accordance with the Agency's guidelines and the DPS Drug Free Workplace Program guidelines. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officer who undergoes testing. Officer may be removed from the task force for failure to comply with the Agency's guidelines/drug screening requirement or for his/her failure to comply with DPS program/drug screening requirements.

VII. Immigration Compliance

All parties agree to comply with all applicable federal immigration laws and regulations of the Governor's Executive Order A.R.S. §§ 23-214 and 41-4401.

VIII. Termination

Either party may terminate this Agreement for convenience or cause with thirty (30) calendar days written notice to the other party. Upon termination, DPS shall pay the Agency all outstanding amounts up through the time at which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under this Agreement will be provided by mail to:

Daniel Lugo, Major
Arizona Department of Public Safety
P. O. Box 6638
Phoenix, Arizona 85005

Debora Black, Chief
Glendale Police Department
6835 North 57th Drive
Glendale, AZ 85301

IX. Cancellation

All parties are hereby put on notice that this contract is subject to cancellation for conflicts of interest, pursuant to A.R.S. § 38-511.

X. Recordkeeping

All records regarding this Agreement, including officer's time accounting logs, must be retained for five (5) years after completion of this Agreement, in compliance with A.R.S. § 35-214.

XI. Fees

Neither party may charge the other for any administrative fees for work performed pursuant to this Agreement.

XII. Jurisdiction

DPS gives prior consent to extend law enforcement authority of the participating Agency to the jurisdiction of DPS, pursuant to A.R.S. § 13-3871. The Agency agrees to permit their officer to work outside of their regular jurisdictional boundaries, as any peace officer can in the State of Arizona.

XIII. Limitations

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

XIV. Arbitration

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.

XV. Effective Date/Duration

This Agreement shall become effective upon the execution of two (2) originals by the parties. This Agreement shall be for a term of one (1) year after the Agreement becomes effective, but shall automatically renew itself on July 1st of each year if DPS sends out a written notice of funding availability to the Agency within thirty (30) calendar days prior to the end of each year. All prior agreements regarding the task force are canceled as of the effective date of this agreement.

XVI. Worker's Compensation Benefits

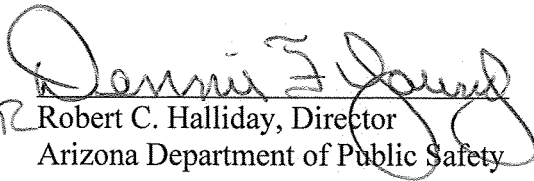
Pursuant to A.R.S. § 23-1022 D, for the purposes of worker's compensation coverage, all employees covered by this Agreement shall be deemed to be an employee of both agencies. The primary employer shall be solely liable for payment of worker's compensation benefits.

IN WITNESS WHEREOF, THE PARTIES HEREBY subscribe their names this _____ day of _____, 2014.

State of Arizona

City of Glendale, an Arizona municipal corporation

By:

FOR 
Robert C. Halliday, Director
Arizona Department of Public Safety

By:

Brenda Fischer, City Manager


Date:

7/18/14

Date:

Approved as to Form:

Approved as to Form:



Assistant Attorney General

City Clerk

Date

7/10/14

Date

City Attorney

Date



THOMAS C. HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION / TRANSPORTATION SECTION

Brian D. Schneider
Assistant Attorney General
Direct No.: 602-542-8863


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P001-2014-002376 (DPS 2014-142), an Agreement between public agencies, Arizona Department of Public Safety and the Glendale Police Department, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATE 7/10, 2014.

THOMAS C. HORNE
Attorney General


BRIAN D. SCHNEIDER
Assistant Attorney General



Legislation Description

File #: 14-186, Version: 1

AUTHORIZATION TO ENTER INTO AN EQUITABLE SHARING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an equitable sharing agreement and certification with the United States Department of Justice (USDOJ) for continued participation in the federal Equitable Sharing Program.

Background

The USDOJ allows the use of federally forfeited cash, property, proceeds, and any interest earned thereon (assets) from criminal enterprises, also known as Racketeering Influenced Corrupt Organizations (RICO), in approved law enforcement operations. The assets are not forfeited unless authorized through the courts after due process. The assets are then equitably shared with participating law enforcement agencies.

Participation in this agreement allows the Glendale Police Department (GPD) to receive a portion of the RICO assets seized on criminal cases worked in conjunction with federal agencies. As part of the agreement, GPD is required to complete the Annual Certification Report. The city has been entering into this annual agreement for over 20 years.

Analysis

This agreement promotes close cooperation between GPD and federal justice and treasury agencies such as the Federal Bureau of Investigation, Drug Enforcement Administration, Bureau of Alcohol, Tobacco, Firearms and Explosives, Internal Revenue Service, and Immigration and Customs Enforcement, while collecting a portion of the assets seized in federal investigations based on GPD's participation in the overall investigation.

Staff is recommending that Council adopt the proposed resolution, which authorizes the City Manager to enter into an equitable sharing agreement and certification with the USDOJ.

Previous Related Council Action

On September 10, 2013, Council authorized the City Manager to enter into an agreement with the USDOJ for the equitable sharing of RICO assets.

Community Benefit/Public Involvement

Participation in the Equitable Sharing Program provides GPD with additional funding to continue operations and investigations to suppress criminal activity in the city.

Budget and Financial Impacts

There is no cost to the city to enter into this agreement.

RESOLUTION NO. 4857 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF
GLENDALE, MARICOPA COUNTY, ARIZONA,
AUTHORIZING AND DIRECTING THE ENTERING INTO OF
AN EQUITABLE SHARING AGREEMENT WITH THE
UNITED STATES DEPARTMENT OF JUSTICE
CONCERNING SHARED ASSETS INVOLVING THE
GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Equitable Sharing Agreement and Certification (AZ0071300) with the United States Department of Justice concerning shared assets involving the Glendale Police Department be entered into, which agreement is on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager, or her designee, and the City Clerk be authorized to execute said agreement and certification on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- ☒ **Police Department** ☐ **Sheriff's Office** ☐ **Task Force (Complete Table A)**
☐ **Prosecutor's Office** ☐ **National Guard Counterdrug Unit** ☐ **Other**

** Please fill each required field. Hover mouse over any fillable field for pop-up instructions. **

Agency Name: Glendale Police Department - Glendale, AZ

NCIC/ORI/Tracking Number:

A	Z	0	0	7	1	3	0	0
---	---	---	---	---	---	---	---	---

Mailing Address: 6835 N. 57th Drive

City: Glendale

State: AZ

Zip: 85301

Finance Contact: First: Paula

Last: Coombs

Phone: 623 930 3049

E-mail: pcoombs@glendaleaz.com

Preparer:

First: Paula

Last: Coombs



Same as
Finance Contact

Phone: 623 930 3049

E-mail: pcoombs@glendaleaz.com

Independent Public Accountant:

E-mail: dennis.osuch@cliftonlarsonallen.com

Last FY End Date: 06/30/2014

Agency Current FY Budget:

\$70,325,501.00

- ☐ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.
- ☒ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.
- ☐ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$289,143.51	
2	Federal Sharing Funds Received	\$1,349.86	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>	\$1,117.66	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$291,611.03	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$7,551.88	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$284,059.15	\$0.00

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
\$6,794.52 spent on K9 expenses, \$757.36 spent on UC vehicle tires	\$7,551.88	

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ☐ Yes ☒ No

If you answered yes to the above question, complete Table I

Agency Head

Signature: _____
Name: Debora Black
Title: Chief of Police
Date: _____
E-mail: dblack@glendaleaz.com

Governing Body Head

Signature: _____
Name: Brenda S. Fischer
Title: City Manager
Date: _____
E-mail: bfischer@glendaleaz.com

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

- Step 1: Click to **save** for your records
- Step 2: Click to **save** in XML format

- Step 3: Email the XML file to aca.submit@usdoj.gov
- Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
(Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____
Entered on _____



☐ FY End: 06/30/2014

Date Printed: July 31, 2014 17:19

☒ NCIC: AZ0071300

Agency: Glendale Police Department - Glendale, AZ

Phone: 623 930 3049

☐ State: AZ

Preparer: Paula Coombs

E-mail: pcoombs@glendaleaz.com



Legislation Description

File #: 14-213, Version: 1

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

Staff Contact: Debora Black, Police Chief

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 Prescott to allow Prescott Police Department (PPD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition. During the last eight years, IGAs with three-year terms have been in place with up to 16 cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium.

Analysis

If approved, this IGA with the City of Prescott will allow PPD officers to take part in the Valley-wide Coalition and the agreement will remain in effect until February 15, 2018, bringing the City of Prescott IGA into the same cycle as the current IGAs already in place with other cities that will renew in 2015.

Staff is recommending that Council adopt the proposed resolution, which authorizes the City Manager to enter into an IGA with the City of Prescott to allow PPD officers to participate in law enforcement and security services at the Stadium.

Previous Related Council Action

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P.

for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

RESOLUTION NO. 4858 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF PRESCOTT FOR PUBLIC SAFETY SERVICES AND SECURITY FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, on May 8, 2012, Glendale City Council authorized the City Manager to enter into intergovernmental agreements with numerous valley and state law enforcement agencies for a valley-wide coalition to assist with public safety services and security at the University of Phoenix Stadium; and

WHEREAS, the City of Prescott and the City of Glendale wish to enter into a similar intergovernmental agreement to assist with public safety services and security during events at the University of Phoenix Stadium.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the City of Glendale and the City of Prescott for public safety services and security 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 Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_pd_prescott

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND THE CITY OF PRESCOTT

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 by the City of Glendale (“Glendale”) and the City of Prescott (“Prescott”), collectively known herein as the “parties” and individually as a “party”.

RECITALS

- A. The University of Phoenix Stadium in Glendale (the “Stadium”) is located within Glendale’s corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and
- B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company (“Global Spectrum”) is managing the Stadium on behalf of the Arizona Sports and Tourism Authority (the “AZSTAS”); and
- C. Global Spectrum has the need for qualified personnel to provide law enforcement and security services at the Stadium; and
- D. The parties desire to participate in providing law enforcement and security services to Global Spectrum for the Stadium by making available Prescott Police Department (“PPD”) and Glendale Police Department (“GPD”) officers in accordance with the terms set forth herein.
- E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale’s primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Purpose and Intent. The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the PPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.
- 2. Supervision and Staffing.
 - 2.1 Prescott acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually “Event” and collectively “Events”) shall be the duty and responsibility of GPD.
 - 2.2 In carrying out this responsibility, GPD will in good faith assign officers to work events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to events.
 - 2.3 Prescott agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for events; however, Glendale will provide information regarding staffing decisions to PPD as soon as it becomes available.

3. Assigned Personnel

- 3.1 Prescott shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at events (hereinafter referred to as "Assigned Officers").
 - a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.
 - b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.
 - c. If possible, Glendale will consult with Prescott prior to terminating any Assigned Officer.
- 3.2 While working an event, the Assigned Officers must wear uniforms approved by PPD, and the Assigned Officers may carry other equipment authorized by PPD.
- 3.3 When working an event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the event.
- 3.4 Upon termination of this Agreement, 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.

4. Compensation, Insurance and Reporting

- 4.1 The parties agree that during events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer shall also all times also be an employee of PPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).
- 4.2 Each Assigned Officer who works an event will be paid the negotiated hourly rate, less the \$5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing worker's compensation insurance as set forth below.
 - a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.
 - b. Glendale shall provide the workers' compensation coverage and liability coverage to the Assigned Officers in such amounts and under the same terms and conditions as other sworn, full-time GPD employees.
 - c. Except for worker's compensation and liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

- 4.3 Glendale shall make available to the PPD information about the hours worked by Assigned Officers not later than seven days following each event to enable PPD to properly monitor and regulate the hours worked by all of their Assigned Officers.
 - 4.4 The parties affirms that they have complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.
- 5. Indemnification
 - 5.1 Glendale shall indemnify, defend, save and hold harmless Prescott, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.
 - 5.2 Glendale's indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Indemnatee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.
 - 5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Prescott, its officers, officials, agents and employees for losses arising from the work performed by Prescott's Assigned Officers under this Agreement.
- 6. Media Releases and Relations
 - 6.1 Any release of information to the media, other than a public records release, regarding an event or any activities carried out under this agreement will be coordinated by Glendale in cooperation with Prescott but, except as provided below, no unilateral media releases will be distributed by Prescott without the prior approval of Glendale.
 - 6.2 A copy of all public record and media releases regarding an event or any activities carrying out this agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of PPD's Assigned Officer, PPD 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, PPD agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 et seq.; including but not limited to, PPD's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

- 7.2 Glendale and PPD 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 and execution by Glendale and Prescott and shall remain in full force and effect until February 15, 2018.
- 8.2 This Agreement may be executed in counterparts.
- 8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

- 9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.
- 9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.
- 9.5 Termination. Prescott may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Prescott not less than sixty (60) days prior written notice.
- 9.6 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. In the event the parties cannot settle the dispute, the GPD Chief of Police shall have the final authority to decide the dispute, claim, question or disagreement.
- 9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.
- 9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

- 9.10 Nondiscrimination. No party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Each party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

10. E-Verify

- 10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.
- 10.2 The parties warrant that they have registered with and participate with E-Verify.
- 10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above. Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.
- 10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

[signatures appear on the following pages]

CITY OF GLENDALE

Brenda S. Fischer, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale the City of Prescott is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Michael D. Bailey, City Attorney

CITY OF PRESCOTT

BY: _____
MAYOR

DATE: _____

ATTEST:

CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Prescott is in proper form and is within the powers and authority of the City of Prescott under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

CITY ATTORNEY



Legislation Description

File #: 14-145, Version: 1

AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE GRAND CANAL MULTIUSE PATHWAY

Staff Contact: Jack Friedline, Director, Public Works

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 Number One to the intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the design and construction of the Grand Canal Multiuse Pathway.

Background

An IGA for this project was approved by City Council on September 13, 2011; however, ADOT has implemented a policy change and suspended self-administration of projects. As such, this amendment to the IGA includes requirements for project submittals using the ADOT approved format. This amendment resulted in revisions to the plans and resubmittal to ADOT at the 60 percent plan stage. The design changes are format-related and do not affect the planned pathway improvements. This amendment to the IGA with ADOT will complete the design and environmental requirements for this project. Staff anticipates construction to begin in Fiscal Year 2014-15.

The Grand Canal Pathway is included in the Glendale Bicycle Plan, the Parks and Recreation Master Plan and the Maricopa Association of Governments' (MAG) West Valley Multi-modal Transportation Corridor Master Plan. It provides an important connection within the regional multiuse pathway system and, in particular, will provide a continuous connection between the New River Pathway which is currently under construction and activity centers such as Westgate City Center, Jobing.com Arena and University of Phoenix Stadium. Federal funds have been identified in the MAG Transportation Improvement Plan.

This IGA with ADOT will provide funding for design and construction of a 1.5-mile extension of the Grand Canal Multiuse Pathway between Loop 101 and New River following the Bethany Home Road alignment. Specific improvements include a 10-foot-wide concrete multiuse pathway, landscaping and irrigation.

Analysis

Overall, MAG has approved federal funding in the amount of \$632,222 for construction of this project in federal Fiscal Year 2015. This amendment identifies ADOT to be responsible for administering the construction of this project and identifies the federal funds available to be used toward construction. To ensure the availability of this federal funding, the design and obligation of construction is required to be completed by the end of June 2015. Approval of this amendment to the IGA is one step in the process toward the obligation.

Previous Related Council Action

On November 26, 2013, Council authorized the City Manager to enter into Amendment No. 2 to the Professional Services Agreement with CH2M HILL for design of both the Maryland Avenue Bike Route Spot Improvements and the Grand Canal Multiuse Pathway due to a recently adopted ADOT policy to suspend self-administration of projects.

On September 13, 2011, Council adopted a resolution authorizing the City Manager to enter into an IGA (C-7772) with ADOT for design and construction of the Grand Canal Multiuse Pathway. This request is an amendment to this approved IGA.

On October 13, 2009, Council authorized the City Manager to enter into a professional services agreement with CH2M HILL for design of multiuse pathways along the Grand Canal and New River, as well as bicycle lanes on Maryland Avenue, from 67th to 75th avenues.

Community Benefit/Public Involvement

Allowing users of multiuse pathways to avoid busy arterial streets will continue to enhance user safety and provide multi-modal transportation options for Glendale residents. The Grand Canal Multiuse Pathway will connect to the New River Multiuse Pathway, provide connectivity with the city's bicycle system and enable residents of southwest Glendale to enjoy bicycle access to Phoenix and other West Valley cities.

In January 2011, city staff sent 487 newsletters to all residents within one-half mile of the Grand Canal Multiuse Project, requesting public input. Eight comments received from the public were all in support of the project. In addition, staff has displayed project information for public input at every GO Transportation Program open house held between 2009 and 2014.

In 2001, voters approved a half-cent transportation sales tax ballot measure, which included the Grand Canal Multiuse Pathway project. This project was also reviewed and approved for inclusion in the GO Transportation Program by the Citizens Bicycle Advisory Committee and the Citizens Transportation Oversight Commission.

Budget and Financial Impacts

Funding for construction will be provided by ADOT using Federal Transportation Enhancement funds of \$632,222. Matching funds for construction are available in the Fiscal Year 2014-15 capital improvement plan in the amount of \$108,668.

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.

The operating costs associated with the construction of this project will be absorbed by the GO Transportation operating budget (1660-16590-524400).

Cost	Fund-Department-Account
\$108,668	2210-65030-551200, Multi-Use Pathway Grand Canal

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 4859 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF A PATHWAY ALONG THE GRAND CANAL BETWEEN 107TH AVENUE AND SR101 IN GLENDALE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the State of Arizona, Department of Transportation, for the construction of a pathway along the Grand Canal between 107th Avenue and SR101 in Glendale (IGA/JPA 10-034-I; Amendment 13-0003925-I; Project No. SL619 01D 02D 01C) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

ADOT File No.: IGA/ JPA 10-034-I
ADOT CAR No.: 13-0000545-I
Amendment No. One: 13-0003925-I
AG Contract No.: P0012011002007
Project: Pathway
Section: Grand Canal between 107th Avenue
and SR101 in Glendale
Federal-aid No.: TEA CM TA GLN-0(203)T
ADOT Project No.: SL619 01D 02D 01C
TIP/STIP No.: GLN09-818; GLN08-802
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: 71615

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE**

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. ONE"), entered into this date _____, 2014, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The City and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 10-034I, A.G. Contract No. P0012011002007, was executed on October 18, 2011, (the "Original Agreement");

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the Parties desire to amend and restate the Original Agreement in its entirety for the purpose of changing construction, contract procurement and administration from City administration to State administration and to document revisions of each Party's responsibilities including the additional local funds required to modify the contract documents to facilitate the administration of bidding, contract award, and construction of the Project by the State.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The work proposed under this Agreement ("the Project") consists of the construction of a ten (10) foot-wide concrete pathway along Grand Canal between 107th Avenue and State Route 101L that is divided into two segments. The first segment will be along the south side of Bethany Home Outfall Channel extending from 107th Avenue east to an existing Salt River Project (SRP) maintenance road (approximately 103rd Avenue alignment). The second segment will be along the south side of the Grand Canal extending from 99th Avenue east to SR 101L where it will connect to an existing pathway in the Grand Canal Linear Park that currently dead ends near the northbound freeway on-ramp, hereinafter referred to as the "Project". Amenities include landscaping and irrigation, and signing. These two segments will be separated by a portion of SRP-owned asphalt-paved maintenance road that exists along the south side of the Grand Canal between (an extension of) 103rd Avenue and 99th Avenue. The City is currently seeking a land license agreement with SRP to allow pedestrians and bicyclist to utilize the maintenance road as part of the pathway. The City will be an active, paid party in assisting the State in performing the construction inspections. The City will continue to administer the design and the State will advertise, bid and award the construction of the Project. The City will maintain the pathway and provide electrical power and water required for irrigation.

4. The Project lies within the boundary of the City and has been selected by the City and the survey of the project site has been/or will be completed. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

5. The City, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).

6. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.

7. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

8. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SL619 02D (scoping/final design):

Federal-aid funds @ 100% (capped)	\$ 250,000.00
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SL619 01D scoping/final design):

ADOT Project Management & Design Review (PMDR) cost*	\$ 50,000.00
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Subtotal – Scoping/Final Design	\$ 300,000.00
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SL619 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 616,945.00
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Federal-aid Funds for City Inspection Cost @ 94.3% (capped)	\$ 15,277.00
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City's match @ 5.7%	\$ 38,215.00
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City additional funds @ 100%	\$ 20,453.00
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Subtotal – Construction** (State administered)	\$ 690,890.00
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Estimated TOTAL Project Cost	\$ 990,890.00
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Summary:

Total Estimated City Funds	\$ 108,668.00
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Total Federal Funds	\$ 882,222.00
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* (Included in the City Estimated Funds)

** (Includes 15% CE and 5% Project contingencies)

The City has paid and the State has received the City's PMDR costs of \$50,000.00. Once the Project PMDR costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if such project is approved by FHWA and project funds are available.

b. Acknowledge that the City was previously authorized by the State to commence the design and approval process when the Project was designated as a State self-administered project, but that such approval has now been rescinded. Pursuant to this prior State authorization, the City prepared 15% plans, obtained a Categorical Exclusion for the Project, and the Project was approved to immediately advance to Stage III (60%) submittal to ADOT for review upon receiving a notice to proceed. The State agrees that, upon resubmittal by the City of any documentation previously submitted for the State self-administered Project, the expiration dates of clearances and approvals will be extended to meet the current project needs, provided any federally-mandated updates and modifications are submitted to support the Project as currently designed.

c. On behalf of the City, perform any additional tasks, activities or work necessary to secure the approval of any additional documents required by FHWA, to assist the City in qualifying the Project for the Federal funding and to provide the administration of the implementation of the Project, including, but not limited to, the construction, contract procurement and administration of the financial aspects of the Project. Such documents may consist of, but are not specifically limited to: (1) revisions to the Project Assessment to modify the self-administration aspect of the Project; (2) update the Project schedule and construction cost estimate; (3) certain time-sensitive environmental documents; (4) engineering reports, design plans estimates, and specifications; (5) right-of-way and utility clearance documentation; and (6) any other documents essential to the achieve the objectives of this Amendment.

d. Within thirty (30) days of receipt of approved invoices and no more than monthly, reimburse the City with remaining available federal funds for eligible costs incurred for **final design** of the Project. To date, the City has been reimbursed with federal funds in the amount of **\$235,236.00**. Total reimbursement to the City from Federal funds shall not to exceed the federal capped amount of **\$250,000.00**. Any costs incurred prior to the date of authorization for federal funding of the design by FHWA are not eligible for reimbursement, including ADOT's PMDR cost.

e. Upon notification from the City of the completion of design and prior to authorization by the FHWA, invoice the City for the City's share of Project construction costs currently estimated at **\$58,668.00**. Within ninety (90) days of final acceptance of the PMDR costs, the State will determine if there is a difference between the estimated and actual PMDR costs and will send a copy of that determination to the City for its review and information. If the actual costs do not equal or exceed the estimated costs, the State will de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. Upon receipt of the City's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction. State will also request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

g. Upon authorization by FHWA, full deposit of the City's local funds, and with the aid and consent of the City and the FHWA, the State shall proceed to administer construction, advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

h. 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.

i. Notify the City the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or

otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

j. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Proceed to enter into a contract(s) for the additional design of the Project. Under direct supervision of a registered professional, administer contract(s) for the Project design by the currently contracted consultant and make all payments to the consultant(s). 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. Costs related to post design services performed by said consultant are not eligible for federal reimbursement, cannot be applied to the local match and, as such, will be entirely at the City's expense. A copy of the contract modification and consultant's notice to proceed shall be submitted to the State within thirty (30) days of issue to the consultant.

c. Upon notice to proceed, move forward with the design for the project and obtain the necessary clearances not already obtained to construct the project. Provide to the State design plans, specifications and other such documents and services required for the State to advertise the project for bids, award a contract, and administer construction of the Project, including design plans and documents required by FHWA to qualify projects for and to receive federal funds. Consult with and copy State on any addendums to be issued during bidding and supplemental agreements issued during construction. Respond to State design review comments as appropriate.

d. Invoice the State for reimbursement of eligible, incurred Project costs at least once every ninety (90) days throughout the scoping/design phase of the Project, or within thirty (30) days of payment to a contractor or consultant. Provide all necessary backup documentation with said invoice. Costs incurred prior to the date of federal funds authorization are not eligible for reimbursement. Total invoiced costs may not exceed **\$250,000.00**, the amount of federal funds programmed for the Project, of which **\$235,236.00** has already been paid to the City.

e. Within thirty (30) days of completion of design, but prior to bid advertisement, the State will issue an invoice to the City for the City's share of Project costs. The City will pay the State's invoice for its share of the Project construction costs, which is currently estimated to be \$58,668.00, within 30 days of receipt of the State's invoice.

f. Be responsible for all costs incurred by the State in performing and accomplishing the work as set forth under this Agreement not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

g. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance.

Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

h. 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.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. The City shall also be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

j. Provide inspection services deemed eligible by the State for City participation, and be reimbursed for these services. All ADOT policies and procedures deemed to be relevant by the State for these services will be applicable as coordinated with the Phoenix Construction District (District) and the ADOT Construction Group. The City, District and Construction Group must mutually approve the city employees who are proposed by the City to assist the State in performing the construction inspections. The City Engineering Director must provide the ADOT Construction Group (for pre-approval) all required and current certifications and chargeable rates (labor and equipment). The City Inspector will report to the ADOT Resident Engineer and must comply with all ADOT hardware/software computer requirements; this includes keeping the computer and any information in as secure location, The City Inspector will remain an employee of the City and will not be considered an employee of the Arizona Department of Transportation during the term of this Agreement. The City will invoice monthly for reimbursement, all charges must be kept current for both payment and federal reporting purposes. The City will be notified of all approvals by the ADOT Construction Group.

k. Upon completion of construction, the City shall provide for, at its own cost and as an annual item in its budget, perpetual and proper maintenance of the pathway, landscaping, and irrigation improvements. Maintenance of the landscaping shall be in accordance with accepted horticultural practices including but not limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticides/herbicides to combat diseases and other pests, pruning, and replanting as required to maintain the landscape as it was designed and established at the completion of the Project, and performing pathway pavement and sidewalk repairs as required to keep the pavements compliant with the Americans with Disabilities Act Accessibility Guidelines.

l. Be responsible for the furnishing of electrical power and water necessary to maintain and operate the irrigation system including but not limited to testing, adjustments, and repairs necessary to keep system in proper working order.

m. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to Arizona Department of Transportation Statewide Project Management Group, 207 S 17th Ave, Mail Drop 614E, Phoenix, Arizona 85007.

n. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, to the extent permitted by applicable State law, assumes liability, if any, for the Project. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein. Any damages arising from carrying out, in any respect, from the City's performance of the Project and the terms of this Agreement or any modification thereof shall be the liability of the City to the extent permitted by law. , the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred or alleged arising or resulting from the City's performance of the Project or the terms of this Agreement, unless such costs and/or damage are caused by the negligence, recklessness or intentional acts of the State or any of its departments, agents, officers or employees. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to furnish and provide the difference between actual costs of the Project and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the project under this Agreement includes indirect costs approved by the FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000 or more (prior to 12/26/14) and (\$750,000 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. A copy (paper or electronic) of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
Singleaudit@azdot.gov

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. 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.

12. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

15. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Engineering Department
Attn: William A. Passmore
Glendale, AZ 85301
Phone (623) 930-3647

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GLENDALE

By _____
BRENDA S. FISCHER
City Manager

STATE OF ARIZONA

Department of Transportation

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
PAMELA HANNA
Clerk

ADOT File No.: IGA/ JPA 10-034-I
CAR No.: 13-0000545-I
Amendment No. One: 13-0003925-I

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2014.

City Attorney



Legislation Description

File #: 14-148, Version: 1

ADOPT AN ORDINANCE AUTHORIZING A UTILITY EASEMENT TO CENTURYLINK, INC. AT GLENDALE MUNICIPAL AIRPORT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager to execute a Conveyance of Easement to CenturyLink, Inc. (CenturyLink) on city-owned property at the Glendale Municipal Airport.

Background

Two recent projects at the Airport required an upgrade and rerouting of existing telephone lines. The air traffic control tower required an upgrade to the telephone system for their radar communication system, and the south half of the Airport maintenance building required separated telephone connections to accommodate a private company that could eventually rent the space.

The Federal Aviation Administration (FAA), the city's Engineering and Information Technology Departments and CenturyLink technicians designed and rerouted the telephone lines, enabling the completion of both projects. The city and CenturyLink signed a temporary easement agreement on April 23, 2014, allowing CenturyLink to complete the required work with the understanding that staff would request Council approval of the easement. The boring, conduit and wiring work was completed in May 2014.

Analysis

The realigned telephone line easement was necessary for air traffic control radar improvements and the separation of potential rentable property at the Airport. This project was the result of a public-private partnership between the city, the FAA and CenturyLink. These projects created an opportunity to reroute the easement for more efficient access to CenturyLink's equipment.

ORDINANCE NO. 2904 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION OF A CONVEYANCE OF EASEMENT TO CENTURYLINK FOR PROPERTY LOCATED AT THE GLENDALE AIRPORT FOR THE PURPOSE OF UPGRADING AND REROUTING EXISTING TELEPHONE LINES; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City's interest in the property located at the Glendale Airport, in Glendale, Arizona is hereby conveyed to CenturyLink. The legal description of said property is as follows:

(See Attachment 1 which is incorporated herein by this reference and depicted as Exhibit A to the Conveyance of Easement.)

SECTION 2. That the City Manager and City Clerk are hereby authorized and directed to execute a Conveyance of Easement and any and all documents necessary to complete this transaction.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
e_centurylink_airport

EXHIBIT A

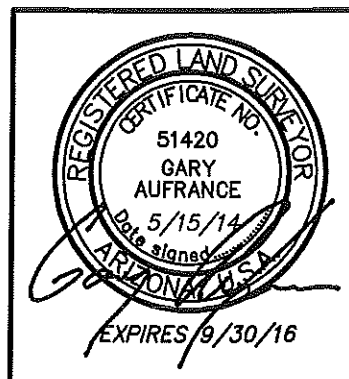
An easement 8.00 feet in width, lying 4.00 feet on each side of the following described centerline, being a portion of that property described in the Warranty Deed recorded in Instrument No. 1983-0522847, records of Maricopa County, Arizona, being located in Section 7, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

COMMENCING at the brass cap in handhole marking the North quarter corner of said Section 7, from which the brass cap flush marking the Northeast corner of said Section 7 bears South 89 degrees 16 minutes 04 seconds East 2639.99 feet;

THENCE South 02 degrees 53 minutes 44 seconds West 3102.64 feet to the POINT OF BEGINNING of said easement centerline;

THENCE South 27 degrees 38 minutes 34 seconds West 70.40 feet;

THENCE South 63 degrees 00 minutes 10 seconds East 267.03 feet to the POINT OF TERMINUS of said easement centerline.



CENTURYLINK JOB NO.: E.634944
SECTION: 7
TOWNSHIP: 2 NORTH
RANGE: 1 EAST
DATE: MAY 15, 2014
SHEET 1 OF 2

REFERENCE DOCUMENTS
DEED (R) M.C.R.
1. DOC. 1983-0522847



STATEWIDE SERVICE IN ARIZONA
www.alliancelandsurveying.com

7900 N. 70th AVENUE TEL (623) 972-2200
SUITE 104 FAX (623) 972-1616
GLENDALE, AZ 85303

When recorded, mail to:
CenturyLink
Attn: Karen Caime
5025 N. Black Canyon Hwy
Phoenix, AZ 85015

CONVEYANCE OF EASEMENT

For One Dollar and other valuable consideration, the City of Glendale, an Arizona municipal corporation ("Grantor") grants to CenturyLink ("Grantee"), a non-exclusive easement to upgrade and reroute existing telephone lines at the Glendale Airport (the "Facilities") upon, over and under the surface of the following described property (the "Easement Area"):

See description attached as Exhibit "A."

Together with the non-exclusive right of ingress and egress to, from, across and along the Grantor's property upon which the Easement Area is located ("Grantor's Property") over paved roadways as such exist from time to time, and with the non-exclusive right to use lands adjacent to the Easement Area during temporary periods of construction with the prior consent of Grantor; the right to operate, repair, replace, maintain, and remove the Facilities and their appurtenances from the Easement Area.

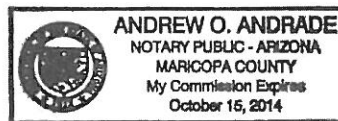
By accepting this easement, the Grantee agrees to exercise care to avoid any damage to the real property described in this easement agreement.

By: Karen Caime
Name: Karen Caime

Exempt pursuant to A.R.S. § 11-1134(A)(2)-(3).

Dated this 6 day of AUGUST, 2014.

STATE OF ARIZONA)
COUNTY OF MARICOPA)



Witness my hand and official seal:

Andrew O. Andrade

Notary Public

My commission expires: OCTOBER 15, 2014

EXHIBIT A

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CENTURYLINK JOB NO.: E.634944
SECTION: 7
TOWNSHIP: 2 NORTH
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DATE: MAY 15, 2014
SHEET 1 OF 2

REFERENCE DOCUMENTS

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POINT OF COMMENCEMENT

N. 1/4 COR. SEC. 7

FND BRASS CAP IN HANDHOLE

EXHIBIT B

GLENDALE AVENUE

S 89°16'04" E

2639.99'

NE. COR. SEC. 7

FND BRASS CAP FLUSH

N.T.S.

S 02°53'44" W
3102.64'

GLEN HARBOR
BOULEVARD

POINT OF BEGINNING

GLENDALE AIRPORT
A.P.N. 102-59-001W
(R1)

LEGEND

SURVEY MONUMENT

CENTERLINE

CENTERLINE 8.00' EASEMENT



LINE	BEARING	DISTANCE
L1	S 27°38'34" W	70.40'
L2	S 63°00'10" E	267.03'

POINT OF
TERMINUS



CENTURYLINK JOB NO.: E.634944
SECTION: 7
TOWNSHIP: 2 NORTH
RANGE: 1 EAST
DATE: MAY 15, 2014
SHEET 2 OF 2

REFERENCE DOCUMENTS

DEED (R) M.C.R.
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