# City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

## Voting Meeting Agenda

## City Council

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

**Tuesday, October 28, 2014** **6:00 PM** **Council Chambers**

**Voting Meeting**

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**PRAYER/INVOCATION**

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

**APPROVAL OF THE MINUTES OF OCTOBER 14, 2014**

**1.** **14-376** APPROVAL OF THE MINUTES OF OCTOBER 14, 2014
Staff Contact: Pamela Hanna, City Clerk

***Attachments:*** Minutes of the October 14, 2014 Meeting

**BOARDS, COMMISSIONS AND OTHER BODIES**

**APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES**

PRESENTED BY: Councilmember Ian Hugh

**2.** **14-311** BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

## PROCLAMATIONS AND AWARDS

**3.** **14-369** RECOGNIZING THE 10 YEARS OF SERVICE AND CONTRIBUTIONS OF ED SHARPE AND THE GLENDALE DAILY PLANET
Staff Contact: Mayor's Office
Accepted By: Ed Sharpe, Glendale Daily Planet

## 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.

**4.** **14-333** APPROVE LIQUOR LICENSE NO. 5-14633, NEW EASY TRIP
Staff Contact: Susan Matousek, Revenue Administrator

***Attachments:*** Map
Calls for Service

**5.** **14-342** AUTHORIZATION TO EXTEND AGREEMENT TERMS, APPROVE EXPENDITURE OF FUNDS, AND RATIFY EXPENDITURES FOR THE PURCHASE OF HYDROGEN PEROXIDE FROM US PEROXIDE, LLC
Staff Contact: Craig Johnson, P.E., Director, Water Services

***Attachments:*** Signed amendment RFP 09-27.pdf

**6.** **14-349** POSITION RECLASSIFICATION
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

***Attachments:*** Classification Study Status Report for Council Meeting 10-28-14

**7.** **14-340** EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF EQUIPMENT FROM PROFORCE MARKETING, INC. FOR THE GLENDALE POLICE DEPARTMENT
Staff Contact: Rick St. John, Assistant Police Chief

**8.** **14-329** AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH BAS, INC. FOR LANDFILL GENERAL ENGINEERING SERVICES
Staff Contact: Jack Friedline, Director, Public Works

***Attachments:*** Tetra Tech BAS Inc Agreement

**9.** **14-332** AUTHORIZATION TO PURCHASE TWO INDUSTRIAL FORKLIFTS FOR THE MATERIALS RECOVERY FACILITY FROM NAUMANN/HOBBS MATERIAL HANDLING CORPORATION II, INC.
Staff Contact: Jack Friedline, Director, Public Works

***Attachments:*** Purchase of Forklifts for MRF - Bid Tab

## CONSENT RESOLUTIONS

**10.** **14-327** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FLOOD CONTROL DISTRICT FOR A RECREATION EASEMENT AT SKUNK CREEK AND BELL ROAD
Staff Contact: Jack Friedline, Director, Public Works

***Attachments:*** Resolution 4877
MCFCD Easement Document
MCFCD Easement Map

**11.** **14-328** AUTHORIZATION TO ENTER INTO A JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL SURVEY FOR STORMWATER TESTING SERVICES
Staff Contact: Jack Friedline, Director, Public Works

***Attachments:*** Resolution 4878
Agreement-Joint Funding with USGS

**12.** **14-330** AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7606 WEST BELL ROAD
Staff Contact: Jack Friedline, Director, Public Works

***Attachments:*** Resolution 4879
Attachment-Standardized Fees for Distributed Antenna System
Agreement-Verizon License at 7606 W Bell

**13.** **14-331** AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 17530 NORTH 75TH AVENUE
Staff Contact: Jack Friedline, Director, Public Works

***Attachments:*** Resolution 4880
Attachment-Standardized Fees for Distributed Antenna System
Agreement-Verizon License at 17530 N 75th Ave

**14.** **14-334** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE GRAND CANYON STATE LOGO SIGNS PROGRAM
Staff Contact: Jack Friedline, Director, Public Works

***Attachments:*** Resolution 4881
Agmt - Grand Canyon Logo Signs JPA (2)

**15.** **14-336** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-90-X131 - BUS FLEET PREVENTIVE MAINTENANCE

Staff Contact: Jack Friedline, Director, Public Works

***Attachments:*** Resolution 4882

Agreement - AZ-90-X131

**16.** **14-337** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-95-X027 - REPLACEMENT OF TWO GUS BUSES
Staff Contact: Jack Friedline, Director, Public Works

***Attachments:*** Resolution 4883

Agreement - AZ-95-X027

**17.** **14-335** AUTHORIZATION TO ACCEPT THE FEDERAL FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 140803-01 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY
Staff Contact: Debora Black, Police Chief

***Attachments:*** Resolution 4884

Grant Agreement - AZDOHS 140803-01

**18.** **14-341** AUTHORIZATION TO ACCEPT THE FEDERAL FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 140803-02 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY
Staff Contact: Debora Black, Police Chief

***Attachments:*** Resolution 4885

Grant Agreement - AZDOHS 140803-02

**19.** **14-359** RESOLUTION OF SUPPORT AND ACCEPTANCE OF GRANT FUNDS FOR THE GLENDALE NEW LIFE COMMUNITY CHURCH FROM TOHONO O'ODHAM INDIAN COMMUNITY STATE-SHARED REVENUE FUNDS
Staff Contact: Tom Duensing, Director, Finance and Technology

***Attachments:*** Resolution 4886

NLCC Grant-in-Aid Agreement

Proposal New Life Tohono O'odham

NLCC Acceptance Letter

**20.** **14-357** AUTHORIZATION TO ACCEPT THE 2014 GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY - TLO SUSTAINMENT GRANT #140802-01
Staff Contact: Mark Burdick, Fire Chief

***Attachments:*** Resolution 4887

TLO Sustainment Agreement

**21.** **14-360** AUTHORIZATION TO ACCEPT THE 2014 GRANT FUNDS FROM THE

ARIZONA DEPARTMENT OF HOMELAND SECURITY – RRT SUSTAINMENT GRANT #140802-02
Staff Contact: Mark Burdick, Fire Chief

***Attachments:*** Resolution 4888
RRT Sustainment Agreement

**22.** **14-361** AUTHORIZATION FOR DESIGNATION OF APPLICANT'S AGENT FOR STATE DISASTER REIMBURSEMENT
Staff Contact: Mark Burdick, Fire Chief

***Attachments:*** Resolution 4889
Applicant Agent Form

**23.** **14-365** AUTHORIZATION TO ACCEPT THE 2014 ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT - MMRS PROGRAM #140202-01
Staff Contact: Mark Burdick, Fire Chief

***Attachments:*** Resolution 4890
MMRS Grant Agreement

**24.** **14-366** AUTHORIZATION TO ACCEPT THE 2013 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FROM THE US DEPARTMENT OF HOMELAND SECURITY
Staff Contact: Mark Burdick, Fire Chief

***Attachments:*** Resolution 4891
SAFER Grant Amendment

**PUBLIC HEARING - LAND DEVELOPMENT ACTIONS**

**25.** **14-350** ANNEXATION AN-192 EAST OF THE SOUTHEAST CORNER OF THE NEW RIVER AND THE BEAUBIEN DRIVE ALIGNMENT (ORDINANCE) (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

***Attachments:*** Ordinance 2909
AN-192
AN-192a

**26.** **14-351** ANNEXATION AN-193 EAST OF THE SOUTHEAST CORNER OF THE NEW RIVER AND THE CLARA LANE ALIGNMENT (ORDINANCE) (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

***Attachments:*** Ordinance 2910
AN-193
AN-193a

**27.** **14-352** DEANNEXATION AN-194 WEST OF THE SOUTHWEST CORNER OF THE

NEW RIVER AND THE ROSE GARDEN LANE ALIGNMENT (ORDINANCE) (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

***Attachments:*** Ordinance 2911
AN-194
AN-194a

**28.** **14-353** DEANNEXATION AN-195 WEST OF THE SOUTHWEST CORNER OF THE NEW RIVER AND THE ROSS AVENUE ALIGNMENT (ORDINANCE) (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

***Attachments:*** Ordinance 2912
AN-195
AN-195a

**ORDINANCES**

**29.** **14-347** DEEDS AND EASEMENTS ORDINANCE
Staff Contact: Pamela Hanna, City Clerk

***Attachments:*** Ordinance 2913

**30.** **14-305** ADOPT AN ORDINANCE TO ABANDON A PUBLIC WATERLINE EASEMENT AT MIDWESTERN UNIVERSITY
Staff Contact: Jack Friedline, Director, Public Works

***Attachments:*** Ordinance 2914
Ordinance Exhibit A
Midwestern University Quit Claim Deed
Map-Waterline Easement Abandonment

**31.** **14-364** ADOPT AN ORDINANCE TO ABANDON AN EMERGENCY VEHICLE ACCESS EASEMENT AT THE CENTER AT ARROWHEAD
Staff Contact: Jack Friedline, Director, Public Works

***Attachments:*** Ordinance 2915
Ordinance Exhibits
QCDEED for Center at Arrowhead
Emergency Vehicle Easement Abandonment-Map

**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.**

## Legislation Description

**File #:** 14-376, **Version:** 1

APPROVAL OF THE MINUTES OF OCTOBER 14, 2014
Staff Contact: Pamela Hanna, City Clerk



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# City of Glendale

*5850 West Glendale Avenue*
*Glendale, AZ 85301*

## Meeting Minutes - Draft

**Tuesday, October 14, 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 Norma Alvarez, Councilmember Sammy Chavira, Councilmember Ian Hugh, Councilmember Manny Martinez, and Councilmember Gary Sherwood

## PLEDGE OF ALLEGIANCE

## PRAYER/INVOCATION

*Pastor Ezekiel Ojo from the Redeemed Christian Church of God offered the invocation*

## APPROVAL OF THE MINUTES OF SEPTEMBER 23, 2014

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

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

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

## CONSENT AGENDA

*Ms. Fischer read Items 2 through 15 on the consent agenda.*
*Councilmember Alvarez asked to hear items 7, 8 and 15 separately.*

**2.** **14-244** APPROVE SPECIAL EVENT LIQUOR LICENSE, SUN LAKES BREAKFAST LIONS CLUB
Staff Contact: Susan Matousek, Revenue Administrator

**This agenda item was approved.**

**3.** **14-246** APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. RAPHAEL CATHOLIC CHURCH
Staff Contact: Susan Matousek, Revenue Administrator

**This agenda item was approved.**

**4.** **14-238** APPROVE LIQUOR LICENSE NO. 5-14308, SUSHI CATCHER
Staff Contact: Susan Matousek, Revenue Administrator

**This agenda item was approved.**

**5.** **14-241** APPROVE LIQUOR LICENSE NO. 5-14476, CRAVE GOURMET WAFFLE SANDWICHES
Staff Contact: Susan Matousek, Revenue Administrator

**This agenda item was approved.**

**6.** **14-289** POSITION RECLASSIFICATIONS

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

**This agenda item was approved.**

**9.** **14-259** AUTHORIZATION FOR THE CITY MANAGER TO APPROVE A ONE YEAR SOFTWARE LICENSE AMENDMENT AND EXERCISE THE OPTION TO PURCHASE AN ELECTRONIC SCANNER FROM IMPRESSION TECHNOLOGY, INC.
Staff Contact: Tom Duensing, Director, Finance and Technology

**This agenda item was approved.**

**10.** **14-314** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MIDWAY CHEVROLET AND APPROVE THE PURCHASE OF FOUR VEHICLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT
Staff Contact: Debora Black, Police Chief

**This agenda item was approved.**

**11.** **14-319** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LARRY H. MILLER TOYOTA AND APPROVE THE PURCHASE OF FIVE VEHICLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT
Staff Contact: Debora Black, Police Chief

**This agenda item was approved.**

**12.** **14-320** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DON SANDERSON FORD, INC. AND APPROVE THE PURCHASE OF TWO VEHICLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT
Staff Contact: Debora Black, Police Chief

**This agenda item was approved.**

**13.** **14-261** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH H&E EQUIPMENT SERVICES, INC. AND APPROVE THE PURCHASE OF TWO FIRE PUMPERS UTILIZING A HOUSTON-GALVESTON AREA COUNCIL (H-GAC) PURCHASING COOPERATIVE CONTRACT
Staff Contact: Jack Friedline, Director, Public Works

**This agenda item was approved.**

**14.** **14-265** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ELXSI, INC. AND APPROVE THE PURCHASE OF A WASTEWATER CAMERA TRUCK UTILIZING A HOUSTON-GALVESTON AREA COUNCIL (H-GAC) PURCHASING COOPERATIVE CONTRACT

Staff Contact: Jack Friedline, Director, Public Works

**This agenda item was approved.**

Approval of the Consent Agenda

**A motion was made by Knaack, seconded by Sherwood, to approve the recommended actions on Consent Agenda Item Numbers 2 through 6, and 9 through 14. The motion carried by the following vote:**

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

**7. 14-293** AWARD OF BID IFB 14-36, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE RESIDENTIAL WATER METERS FROM BADGER METER, INC.

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

*Mr. Johnson said a sufficient supply of new meters and parts is required for the city's meter replacement program. Two responses were received from the IFB and Badger Meters, Inc. submitted the lowest responsive bid.*

*Councilmember Alvarez said the new water meters being discussed for new residents and commercial developments. She asked where would those water meters be used.*

*Mr. Johnson said those meters are replacements for both current meters already being used and to be used for new developments in the future.*

*Councilmember Alvarez said the meters for the new developments and asked if they were responsible for paying for those water meters or was the developer.*

*Mr. Johnson said those were paid through impact fees when permits are obtained for development.*

*Councilmember Alvarez asked where the new housing was being built that would use those new meters.*

*Mr. Johnson discussed two properties already in development and said he did not know where they all were. He said the inventory must be maintained for new development and for replacement when needed.*

*Councilmember Alvarez said with a new development does the city provide a meter and the developer pays for it after the work is done.*
*Mr. Johnson said that was correct.*

*Councilmember Alvarez said in the older parts of the city, if the meters were working okay and asked if those would be fixed as well.*
*Mr. Johnson said they have a very accurate record of all the meters in the city, but said he did not have the information with him. He said he can follow up with Councilmember Alvarez on any specific areas she was interested in.*

*Councilmember Alvarez also asked if they are getting ready for the automatic reading of meters.*
*Mr. Johnson said 2,000 city meters currently are automatically read which are in the*

*Bell Road corridor. He said they continuously evaluate the need to move toward the AMR program. He said it is quite expensive and to replace the city's current system is about $20 million. He said 10 employees perform that service right now. He said the need for new service does not justify the price at this point.*

*Robin Berryhill, an Ocotillo resident, said she wondered where the meters were that were being replaced and she thought it was at the Loop 303. She said when they move to automatically read meters; she asked if it was going to be at the Loop 303 so the meter readers would not have to go outside the city. She also asked if it was a new development and the developers pay the city back, where does the money go. She also asked if this information was on Follow Your Money.*

*Mr. Johnson said water service for the city does not extend west of 115 Avenue. Those services west of 115 Avenue are provided by private companies. Mr. Johnson explained the money paid back by developers for the water meters goes into their miscellaneous revenue fund in Water Services.*
*Mr. Johnson said the Water Services department has the money in their budget for the water meters.*

*Ms. Fischer said the money to pay for these meters is coming out of the enterprise funds and any revenue then comes back into that fund.*

**A motion was made by Vice Mayor Knaack, 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 Alvarez, Councilmember Chavira, Councilmember Hugh, Councilmember Martinez, and Councilmember Sherwood

**8. 14-294** AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE GEOTECHNICAL CONSULTANTS, INC. FOR IMPROVEMENTS AT THE CHOLLA WATER TREATMENT PLANT

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

*Mr. Johnson said staff has identified several areas of soil settlement and services will assist to prevent any further settling. He said Ninyo and Moore was selected from the current prequalified list.*

*Councilmember Alvarez asked if soil settlement was common in treatment plants and asked what causes this.*

*Mr. Johnson said when the Cholla water treatment plant was built; the contract had the whole site opened up with deep excavations. He said at that time, there was a tremendous storm that soaked the area. He said before construction, the older mud was pulled out and the area was filled in with new materials. Over the years, the ground has settled and some of the excavation has also settled. They want to stop the settlement so the pipes in that area won't break. He said there is no longer a warranty on this work and the city has to deal with this settlement situation.*

*Ms. Berryhill, an Ocotillo resident, asked since this issue was caused by the original contractor, shouldn't the original contractor be responsible for the expense to fix this issue. She said the issue and the expense was noted at the time it occurred. She asked if this has anything to do with pumping stations.*

*Ms. Fischer said the item before Council is to enter into a professional services*

*agreement, not to direct staff to go after any sort of relief against the original contractor.*

*Mr. Bailey recommended Council consider the item before them and if they wished to have further discussion on this issue regarding any remedial action against the contractor, the city can bring this issue back up at a later date.*

*Mayor Weiers told Ms. Berryhill they will provide an answer to these questions at a future date.*

*Ms. Berryhill said as a citizen, she would like to ask the Council to explore that option and said the citizens shouldn't have to pay for this.*

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

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

**15. 14-323** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH RBC CAPITAL MARKETS, LLC FOR THE PROVISION OF FINANCIAL ADVISORY SERVICES UTILIZING AN ARIZONA STATE AND RBC CAPITAL MARKETS, LLC PURCHASING COOPERATIVE CONTRACT
Staff Contact: Tom Duensing, Director, Finance and Technology

*Mr. Duensing said the city has about $1 billion in outstanding debt. He explained the purpose of a financial advisor is to advise the city on the proper structuring and restructuring of debt. He said this is a financial advisory service which works in a fiduciary capacity for the city. It is to protect the city and keep costs as low as possible while gaining the biggest advantage in the market. He said the market currently is prime for refundings. He said the city would only go into a refunding situation if they felt it was in the best interest of the city and it would save money.*

*Councilmember Alvarez said on the money the city owes, the $1 billion. She said they had some problems in the past and asked if that was why the city owed the money, the money that was transferred from the water trust fund and the HURF fund and the MPC. She said the city owes this money, but asked if it goes back to the money that was transferred.*

*Mr. Duensing said the short answer is no. He said the $1 billion is typically referred to as bonds payable. He said these are bonds that were taken out in order to construction capital facilities. He said once the facilities are constructed, the city has to turn around and repay the debt. He said a financial advisory service will advise if there are any refunding opportunities. He said it is to structure things properly and to save money and that is what those firms do for governments all over the country.*

*Councilmember Alvarez said the $1 billion outstanding debt; she is concerned especially for the water and sewer. She asked why the city owes this and for what.*

*Mr. Duensing said the water and sewer bonds were previously issued in order to construct water and sewer capital facilities. He said it is a very common way to finance construction. He said now the city has to repay the bond holders for money the city borrowed to finance these facilities. He said these have been financed in the past and he wants to utilize the services of the financial advisory service to see if there are financing opportunities available to the city to save money.*

*Councilmember Alvarez said on the money that was transferred, like the sports, can the*

*city use it to pay the bonds.*

*Mr. Duensing said this particular issue is completely separate from the issue of transfers to and from funds. He said Councilmember Alvarez may be referring to the Municipal Property Corporation which financed the sports facilities. He said that debt is done and has been issued. He said the city is now obligated to repay the bonds so the investors can be repaid. He said this has nothing to do with transfers in and out of funds and this item is solely to bring on a contractor to look at the way the city's debt is structured and to look at opportunities to save money.*

*Councilmember Alvarez said she has no problem with that. She is questioning the HURF funds that were used and were transferred at that time. She asked where they were with those, especially with the water funds.*

*Mr. Duensing said because this debt is still outstanding, the city pays it back year over year. He said the city typically has a repayment period of about 20 years, and that is consistent with the life of the asset.*

*Councilmember Alvarez asked how much the city still owes on the transfer of the funds from the water trust fund.*

*Mr. Duensing said he was not prepared to answer that question. He said the water fund is an enterprise fund and the debt associated with the water and sewer enterprise funds is strictly water and sewer debt, which financed water and sewer enterprise capital projects. He said anything that is water and sewer enterprise funds operates like a business. The debt that was issued for this business, for the assets of this business, is repaid out of the business. He said it is self-sustaining. He said there are no transfers in and out associated with any of the outstanding debt.*

*Councilmember Alvarez said there were transfers before though. She said of all the money that was transferred to the arena, she wanted to know how much the city still owes on that. She said the public knew they took $25 million, $15 million, but they want to know what's the balance and what has been paid back. She said that should be coming from Mr. Duensing.*

*Vice Mayor Knaack asked if the city has had a financial advisor in the past.*

*Mr. Duensing said the city has had a financial advisor in the past. He said that agreement was recently separated for convenience. He said the agreement tonight is with a local firm, who is very well versed in Arizona law. He said it is important for the city to protect itself and save money. He said they understand structuring any sort of debt to benefit the city.*

*Mayor Weiers asked if they save the city money, do they receive payment and without performing, they do not get paid.*

*Mr. Duensing said that is correct. He said for bond restructuring, if this firm is unable to restructure the debt which will save the city money, they do not get paid.*

*Robin Berryhill, an Ocotillo resident, said restructuring the loans means they are going to look at them and see if they can get better interest rates and better terms. She said renegotiation of contracts has been talked about before and it didn't seem the city wanted to embrace that idea. She said restructuring is 50 percent of the whole problem of the city's debt and the other is renegotiation. She said they city should talk about renegotiating the contracts with the different sports teams, especially in light of what has happened with the Coyotes. She asked the Council to consider renegotiation to help*

*the city with the bonds and debts. She said her other question is regarding HURF funds. She said if the city gets money from the state, is it because the city needs more money than they give us to renegotiate the bonds. She asked if the HURF funds are only for roads or is it to landscape right of ways in some areas of the city. She has been told HURF funds have been used in the northern part of the city to do the right of ways and the common areas. She thought these funds were only for streets.*

*Mr. Friedline said HURF funds are designated for transportation systems. This includes roads, sidewalk and landscapes and these are all included in the HURF funds.*

*Ms. Fischer said there are two components to the agreements with the city. She said the first are the bonds which paid for the construction of the facility itself, like the arena and Camelback Ranch. The second component is the operations and management. This item is about the bonds and Council has given direction to explore all options.*

*Mr. Bailey said with regard to renegotiation, it is sometimes simplified. He explained it requires that the other party is willing to enter into a renegotiation. He said if the other party believes it has a really good deal, they may not feel compelled to renegotiate with the city. He said if the city tries to renegotiate, the other party may hold the city in breach.*

**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 Alvarez, Councilmember Chavira, Councilmember Hugh, Councilmember Martinez, and Councilmember Sherwood

## CONSENT RESOLUTIONS

*Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 16 through 32 by number and title.*

*William Demski spoke on Item 23. He discussed his mother in law and the property taxes in the city. He asked why their taxes go up and the city gives the money to the Coyotes. He spoke about the purchase of the land around Camelback Ranch. He talked about the money being paid to the City of Phoenix for that land.*

*Ms. Fischer said the city is obligated pursuant to the IGA with the city of Phoenix. She said it is a contractual obligation and if the city did not follow through with that agreement, the city would be in default.*

*Mr. Demski asked why was the purchase of this extra land necessary.*

*Mr. Bailey said there is an existing agreement and the acquisition of the land is just a part of that agreement. He said other aspects of the agreement include construction of Ballpark Blvd. and the land is located in the city of Phoenix. He said there are other aspects at the time of the agreement that they believed was in the best interests of the city in hopes of future development.*

*Mayor Weiers said this agreement was done long before most of the Councilmembers were in office. He said the economy did not stay strong and staff is also looking at attempting to solve some of these problems.*

*Mr. Demski said these agreements can't keep going and going. The city does not have the money.*

**16.** **14-269** AUTHORIZATION TO ENTER INTO A CONTRACT CHANGE ORDER TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-90-X103 - DIAL-A-RIDE AND GUS BUS REPLACEMENT AND MAINTENANCE

Staff Contact: Jack Friedline, Director, Public Works

*RESOLUTION NO. 4860 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X103 RELATING TO TRANSIT SERVICES.*

**This agenda item was approved.**

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

Staff Contact: Jack Friedline, Director, Public Works

*RESOLUTION NO. 4861 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CHANGE ORDER NO. 3 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-37-X017 RELATING TO TRANSIT SERVICES.*

**This agenda item was approved.**

**18.** **14-309** AUTHORIZATION TO ENTER INTO A CONTRACT CHANGE ORDER TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-57-X013 - OPERATING ASSISTANCE FOR THE TAXI PROGRAM

Staff Contact: Jack Friedline, Director, Public Works

*RESOLUTION NO. 4862 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-57-X013 RELATING TO TRANSIT SERVICES.*

**This agenda item was approved.**

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

Staff Contact: Jack Friedline, Director, Public Works

*RESOLUTION NO. 4863 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X109 RELATING TO TRANSIT SERVICES.*

**This agenda item was approved.**

**20. 14-271** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC DATA COLLECTORS AT KEY LOCATIONS THROUGHOUT GLENDALE

Staff Contact: Jack Friedline, Director, Public Works

*RESOLUTION NO. 4864 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF TWENTY-FOUR COUNT STATIONS AND FIFTY-SIX TRAVEL TIME DATA COLLECTORS AT KEY INTERSECTIONS IN GLENDALE.*

**This agenda item was approved.**

**21. 14-272** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS ALONG 51st, OLIVE AND NORTHERN AVENUES

Staff Contact: Jack Friedline, Director, Public Works.

*RESOLUTION NO. 4865 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF EIGHT CONDUIT FIBER OPTIC CABLE COMMUNICATIONS EQUIPMENT AND SEVEN CCTV CAMERAS AT VARIOUS LOCATIONS IN GLENDALE.*

**This agenda item was approved.**

**22. 14-273** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR OVERHEAD LANE CONTROL SIGNS ALONG MARYLAND AVENUE, BETWEEN 95th AND 99th AVENUES

Staff Contact: Jack Friedline, Director, Public Works

*RESOLUTION NO. 4866 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION OF FOUR LANE CONTROL SIGNAL BRIDGES WITH OVERHEAD SIGNS FOR DYNAMIC ASSIGNMENT OF LANES FOR BOTH EAST AND WESTBOUND TRAFFIC*

*CONTROL ALONG MARYLAND AVENUE BETWEEN 95TH AND 99TH AVENUES IN GLENDALE.*

**This agenda item was approved.**

**23. 14-290** AMENDMENT TO THE IGA AND THE PURCHASE AGREEMENT WITH THE CITY OF PHOENIX RELATING TO PROPERTY ADJACENT TO CAMELBACK RANCH
Staff Contact: Michael Bailey, City Attorney

*RESOLUTION NO. 4867 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT CONCERNING CERTAIN RESPONSIBILITIES FOR CAMELBACK RANCH; AND AUTHORIZING AND DIRECTING THE ENTERING INTO OF A FIRST AMENDMENT TO THE REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITIES OF PHOENIX AND GLENDALE RELATING TO PROPERTY ADJACENT TO CAMELBACK RANCH.*

**This agenda item was approved.**

**24. 14-302** AUTHORIZATION TO ACCEPT THE FY2015 VICTIMS' RIGHTS PROGRAM AWARD FOR THE GLENDALE CITY PROSECUTOR'S OFFICE AND ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL
Staff Contact: Michael Bailey, City Attorney

*RESOLUTION NO. 4868 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER IN THE APPROXIMATE AMOUNT OF $10,100 (TEN THOUSAND, ONE HUNDRED DOLLARS) FROM THE STATE OF ARIZONA, OFFICE OF THE ATTORNEY GENERAL, FOR THE VICTIMS' RIGHTS PROGRAM, ON BEHALF OF THE GLENDALE PROSECUTOR'S OFFICE.*

**This agenda item was approved.**

**25. 14-308** AUTHORIZATION TO ACCEPT THE FISCAL YEAR 2015 VICTIMS' RIGHTS PROGRAM AWARD FOR THE GLENDALE POLICE DEPARTMENT AND ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL
Staff Contact: Debora Black, Police Chief

*RESOLUTION NO. 4869 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER IN THE APPROXIMATE AMOUNT OF $83,600 (EIGHTY-THREE THOUSAND, SIX HUNDRED DOLLARS) FROM THE STATE OF ARIZONA, OFFICE OF THE ATTORNEY GENERAL, FOR THE VICTIMS' RIGHTS PROGRAM, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.*

**This agenda item was approved.**

**26. 14-277** AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF

INVESTIGATION PHOENIX FIELD OFFICE TO PARTICIPATE IN A HUMAN TRAFFICKING TASK FORCE
Staff Contact: Debora Black, Police Chief

*RESOLUTION NO. 4870 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION TO JOIN THE HUMAN TRAFFICKING TASK FORCE.*

**This agenda item was approved.**

**27. 14-278** AUTHORIZATION TO ENTER INTO CONTRACT 2015-PT-015 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM OVERTIME EXPENSES
Staff Contact: Debora Black, Police Chief

*RESOLUTION NO. 4871 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR SELECTIVE TRAFFIC ENFORCEMENT OVERTIME (STEP) FOR THE SUPPORT OF PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE SPEED ENFORCEMENT THROUGHOUT THE CITY OF GLENDALE.*

**This agenda item was approved.**

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

*RESOLUTION NO. 4872 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE OCCUPANT PROTECTION ENFORCEMENT AND EDUCATION THROUGHOUT THE CITY OF GLENDALE.*

**This agenda item was approved.**

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

*RESOLUTION NO. 4873 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR SELECTIVE TRAFFIC ENFORCEMENT OVERTIME (STEP)*

*FOR CAPITAL OUTLAY TO ENHANCE SPEED ENFORCEMENT AND EDUCATION THROUGHOUT THE CITY OF GLENDALE.*

**This agenda item was approved.**

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

*RESOLUTION NO. 4874 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR THE SUPPORT OF PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE DUI/HIGH VISIBILITY ENFORCEMENT THROUGHOUT THE CITY OF GLENDALE.*

**This agenda item was approved.**

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

*RESOLUTION NO. 4875 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR THE PURCHASE OF TWO FULLY-EQUIPPED MOTORCYCLES TO ENHANCE DUI/IMPAIRED DRIVING ENFORCEMENT AND EDUCATION THROUGHOUT THE CITY OF GLENDALE.*

**This agenda item was approved.**

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

*RESOLUTION NO. 4876 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHOENIX POLICE DEPARTMENT AND GLENDALE POLICE DEPARTMENT FOR PARTICIPATION IN THE NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK FOR THE PURPOSE OF ENHANCING THE EFFORTS TO COMBAT, LINK, AND SOLVE VIOLENT CRIMES INVOLVING FIREARMS.*

**This agenda item was approved.**

**A motion was made by Councilmember Sherwood, seconded by Vice Mayor Knaack, to approve Consent Resolution Items 16-32. The motion carried by the following vote:**

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

## PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

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

*Mr. Froke said this was opportunity for the city to start annexation in the Loop 303 corridor. He said this land is located at Olive Avenue and Citrus Road. Mr. Froke provided a vicinity map and photographs to assist in describing the land in question. He said there would be both a commercial component and as single family residential component. He said staff recommends this area be annexed for future growth and retail opportunities for the city.*

*Mayor Weiers opened the public hearing.*

*Robin Berryhill, an Ocotillo resident, said this area is served by a private water company, Epcor. She said it was her understanding that the city legally does not have to provide water to these residents because they have entered into these agreements. She asked what would happen if these private water companies go out of business, what will the city do for these residents. She also asked how is the city going to make sure they have a 100 year water supply.*

*Mr. Johnson said west of 115 Avenue, there are 8 certified water supply companies. He said all the companies are regulated by the Arizona Corporation Commission. He said if there is a water shortage for some reason, they have to take any concerns to the Arizona Corporation Commission. Also, before annexations are approved, they have to provide a certificate of 100 year assured water supply to city staff. This assures adequate water supply.*

*Mayor Weiers closed the public hearing.*

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

*Mr. Froke explained this is an annexation request for property along 99th Avenue, between Bethany Home Road and Missouri Avenue. Mr. Froke provided a vicinity map and several aerial photos. He said one of the provisions of an IGA entered into by the city with Maricopa County, was the city would work to annex this portion of 99th Avenue and bring it into the city limits. He said staff recommends the area be annexed.*

*Mayor Weiers opened the public hearing on this item. There were no speakers for this item. Mayor Weiers closed the public hearing.*

## LAND DEVELOPMENT ACTIONS

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

*Mr. Froke said this is a request by K. Hovnanian Homes for final plat approval for a subdivision located at 8645 W. Glendale, known as Catania. He said this is a gated community consisting of 79 lots and this development will need water meters at this site.*

**A motion was made by Councilmember Chavira, 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 Alvarez, Councilmember Chavira, Councilmember Hugh, Councilmember Martinez, and Councilmember Sherwood

**ORDINANCES**

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

*ORDINANCE NO. 2905 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING,AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE A GLENDALE MUNICIPAL AIRPORT RESTAURANT LEASE AGREEMENT WITH SOMETHING SPECIAL EVENTS LLC FOR OPERATING A RESTAURANT IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.*

*Mr. Friedline said this item was to operate a restaurant at the Glendale Municipal Airport. He said the term of the initial lease is 5 years and they hope to be open by November 3, 2014.*

*Vice Mayor Knaack commented she was glad that another restaurant has opened at this location and hoped the public would support this restaurant.*
*Councilmember Martinez said there have been several restaurants open at that location that have not been successful. He asked if the terms of this particular agreement were about the same as prior restaurant agreements.*

*Mr. Friedline said he believed the rent is a little bit higher, but they are excited about this business. He said they also do catering for airlines and this will make them a long term lessee at the restaurant.*

*Mayor Weiers clarified that this business does catering for smaller, charter airlines.*
*Mr. Friedline agreed.*

*Mayor Weiers asked if the economy improves, if they will try and keep longer hours.*

*Mr. Friedline said the business owner is excited to expand this for private parties. He said based on their record at Scottsdale Airport, he felt this would be a great deal.*

*Councilmember Chavira said the catering business is a very difficult business and wanted to thank Ms. Robinson for bringing her business to the city and to the airport.*

*Mayor Weiers asked if she had any intentions of getting a liquor license.*

*Ms. Robinson said for private events, it is something they would be interested in.*

*Councilmember Sherwood said Council will do what they can to steer business there.*

*Ms. Robinson said they would like to host both private and public events.*

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

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

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

*ORDINANCE NO. 2906 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING,AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A NON-EXCLUSIVE EASEMENT IN FAVOR OF ROOSEVELT IRRIGATION DISTRICT AT APPROXIMATELY 99TH AVENUE NORTH OF GLENDALE AVENUE FOR USE, OPERATION, MAINTENANCE AND/OR REPAIR OF THE IRRIGATION FACILITIES; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.*

*Mr. Friedline said this was a request to adopt an easement in the right of way at 99 Avenue and Desert River Blvd for an irrigation line.*

**A motion was made by Vice Mayor Knaack, 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 Alvarez, Councilmember Chavira, Councilmember Hugh, Councilmember Martinez, and Councilmember Sherwood

**38. 14-159** ADOPT AN ORDINANCE REPEALING GLENDALE CITY CODE, CHAPTER 2, ARTICLE VIII, DIVISION 7, AUDIT COMMITTEE
Staff Contact: Tom Duensing, Director, Finance and Technology

*ORDINANCE NO. 2907 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING,AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 2 (ADMINISTRATION), ARTICLE VIII (BOARDS, COMMISSIONS, ETC.), DIVISION 7 (AUDIT COMMITTEE) BY REPEALING IT IN ITS ENTIRETY.*

*Mr. Duensing requested Council adopted an ordinance repealing Glendale City Code, Chapter 2, Article VIII, Division 7, Audit Committee. He said the purpose of the Audit Committee was to develop the audit plan, review the city's financial statements, review results of the external audit, and develop a follow up plan. He said they are having the Council serve in this capacity. He said the results of 2013 audit were presented last year and the results of any external audit will be presented to the full Council at a workshop. So, the Audit Committee is no longer necessary.*

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

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

**39. 14-297** FISCAL YEAR 2013-2014 BUDGET AMENDMENTS
Staff Contact: Tom Duensing, Director, Finance and Technology

*ORDINANCE NO. 2908 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING,AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2013-2014 BUDGET.*

*Mr. Duensing explained there were two types of budget amendments before Council this evening, cash transfers and appropriation transfers. He explained the number of transfers has been significantly reduced. He said the requested cash transfers are primarily to close out the general fund subfunds. He explained the concept of subfunds moving forward is going away. He said in the future, the subfunds will be combined with the general fund as it is a best practice and is much easier to understand. He provided highlights of several transfers. He said all the items presented are administrative in nature. He said appropriation transfers are for the benefits trust fund. He said this is transfer of budget funds to cover expenditures that have already been made. He also spoke about Council rollover funds, rolling the funds from FY13 to FY14.*

**A motion was made by Councilmember Sherwood, 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 Alvarez, Councilmember Chavira, Councilmember Hugh, Councilmember Martinez, and Councilmember Sherwood

## REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

**A motion was made by Vice Mayor Knaack, seconded by Councilmember Hugh, to hold the next regularly scheduled City Council Workshop on Tuesday, October 21, 2014, at 1:30 p.m., in Room B-3 of the City Council Chambers, to be followed by an executive session pursuant to ARS Sec. 13-431.03. The motion carried unanimously.**

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

## CITIZEN COMMENTS

*William Demski, a Sahuaro resident, spoke about Cabela's. He said this is one of many schemes benefitting the rich taxpayer. He spoke about the costs to purchase and development of this land. He said Cabela's pays no property taxes because the city owns the property. He asked again if the contracts can be renegotiated.*

*Robin Berryhill, an Ocotillo resident, spoke about several items, including the HURF funds, and protections for citizens about water issues in new annexations. She also*

*spoke about her request for an explanation of why the city has two assistant city managers. She asked again for a reason why the city has two assistant city managers. She also addressed the workshop and citizen components of urban irrigation. She spoke about an interaction with Mr. Johnson.*

## COUNCIL COMMENTS AND SUGGESTIONS

*Councilmember Sherwood wanted to bring attention to the city's new bond rating, which rated the city's financial situation as stable. He recognized Mr. Duensing and his staff for bringing better practices into the finance department. He thanked Ms. Fischer for steering the ship in a positive way to get a stable bond rating. He also thanked the employees as well. He also thanked the Councilmembers who voted to continue the sales tax. He referenced Ms.Berryhill and the Assistant City Managers. He said that was answered and it was Council's position to get that answer to her. He said he will take care of that tomorrow.*

*Councilmember Alvarez said they were not supposed to provide any answers to citizen comments from the public.*

*Mayor Weiers said comments were allowed, there was just no back and forth discussion.*

*Councilmember Alvarez said that is not what has happened before. She said they don't comment at the meeting then respond to the constituent in private. She also said thought they were in A3 not A2 on the bond rating. She said they went from negative to stable.*

*Councilmember Hugh reminded everyone in Cactus District on October 23rd, there is a district meeting open house at Manistee Ranch at 5:30.*

*Councilmember Martinez said he has a meeting for the Cholla district on October 22nd at the Foothill Aquatics Center at 6 p.m.*

*Vice Mayor Knaack said on Saturday, the Kiwanis Club is holding its annual steak fry at Sahuaro Ranch Park. There will also be entertainment and a silent auction. Every penny raised goes back to the kids.*

*Mayor Weiers said they are not going to have a Council meeting in two weeks.*

*Ms. Fischer said there is a meeting on October 28th. There was discussion about when the other meetings were going to be held.*

*Mayor Weiers asked everyone to go vote. He thanked all the candidates for caring about the city.*

## ADJOURNMENT

*There being no further business, the meeting was adjourned at 7:38 p.m.*

# Legislation Description

**File #:** 14-311, **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.

**Aviation Advisory Commission**

| | | | | |
|---|---|---|---|---|
| Leonard Escudero | Ocotillo | Reappointment | 11/24/2014 | 11/24/2016 |
| Quentin Tolby | Cactus | Reappointment | 11/24/2014 | 11/24/2016 |
| Quentin Tolby - Chair | Cactus | Appointment | 11/24/2014 | 11/24/2015 |

**Citizens Transportation Oversight Commission**

| | | | | |
|---|---|---|---|---|
| Roberta Podzius | Cholla | Appointment | 11/25/2014 | 11/25/2016 |
| James Grose - Chair | Cholla | Appointment | 11/25/2014 | 03/26/2015 |
| Jennifer Cameron - Vice Chair | Barrel | Appointment | 11/25/2014 | 03/26/2015 |

**General Plan Steering Committee**

| | | | | |
|---|---|---|---|---|
| Barbara Lentz | Sahuaro | Appointment | 10/28/2014 | 01/01/2016 |

**Glendale Municipal Property Corporation**

| | | | | |
|---|---|---|---|---|
| Ron Cantrell | Yucca | Reappointment | 12/01/2014 | 12/01/2015 |
| Art Dobbelaere | Cholla | Reappointment | 12/01/2014 | 12/01/2015 |
| Donald Knafels | Barrel | Reappointment | 12/01/2014 | 12/01/2015 |
| Leland Peterson | Cactus | Reappointment | 12/01/2014 | 12/01/2015 |
| Roger Schwierjohn | Sahuaro | Reappointment | 12/01/2014 | 12/01/2015 |
| Leland Peterson - Chair | Cactus | Reappointment | 12/01/2014 | 12/01/2015 |

**Judicial Selection Advisory Board**

| | | | | |
|---|---|---|---|---|
| Terrance Mead - Chair | AZ State Bar | Reappointment | 10/28/2014 | 11/29/2015 |
| Randall Warner - Vice Chair | Presiding Judge Of Superior Court | Reappointment | 10/28/2014 | 11/29/2015 |

**Library Advisory Board**

| | | | | |
|---|---|---|---|---|
| Paula Wilson - Vice Chair | Mayoral | Appointment | 10/28/2014 | 9/26/2015 |

**Personnel Board**

| | | | | |
|---|---|---|---|---|
| Stephen Gilman | Yucca | Reappointment | 12/22/2014 | 12/22/2016 |
| Bud Zomok | Ocotillo | Reappointment | 12/22/2014 | 12/22/2016 |
| Bud Zomok - Chair | Ocotillo | Appointment | 12/22/2014 | 12/22/2015 |
| Stephen Gillman - Vice Chair | Yucca | Appointment | 12/22/2014 | 12/22/2015 |

**Water Services Advisory Commission**

| | | | | |
|---|---|---|---|---|
| Ron Short - Chair | Cactus | Reappointment | 10/28/2014 | 09/10/2015 |
| Jonathan Liebman - Vice Chair | Cholla | Reappointment | 10/28/2014 | 09/10/2015 |

# Legislation Description

**File #:** 14-369, **Version:** 1

**RECOGNIZING THE 10 YEARS OF SERVICE AND CONTRIBUTIONS OF ED SHARPE AND THE GLENDALE DAILY PLANET**
Staff Contact: Mayor's Office
Accepted By: Ed Sharpe, Glendale Daily Planet

## Purpose and Recommended Action

This is a request for City Council to recognize Ed Sharpe and the Glendale Daily Planet for 10 years of service to the community. This proclamation will celebrate the numerous awards of Mr. Sharpe and remind the City of his contributions to Glendale.

Mr. Sharpe will be present to accept the proclamation.

## Background

On October 5, 2004, Mr. Sharpe launched the Glendale Daily Planet, the parent organization of KKAT-TV. Originally focused primarily on downtown Glendale, Mr. Sharpe quickly expanded his news coverage to the greater West Valley and beyond.

Mr. Sharpe has been present to record such important news stories as the revitalization of downtown Glendale, State of the City addresses, and the rise of Glendale's sports and entertainment district. During this time, Mr. Sharpe has received many awards ranging from a Rocky Mountain Emmy Award to the Arizona Media Diversity Award.

## Community Benefit/Public Involvement

Recognizing the service and contributions of Mr. Sharpe and the Glendale Daily Planet demonstrates Glendale's commitment towards recognizing and celebrating those individuals who have shown a strong and long-standing commitment to improving the quality of life for residents in our community.

**File #:** 14-333, **Version:** 1

**APPROVE LIQUOR LICENSE NO. 5-14633, NEW EASY TRIP**
Staff Contact: Susan Matousek, Revenue Administrator

**Purpose and Recommended Action**

This is a request for City Council to approve a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for New Easy Trip located at 5059 West Olive Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076588) was submitted by Manish Bista.

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

**Background Summary**

The location of the establishment is in the Cactus District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 19,092. New Easy Trip is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

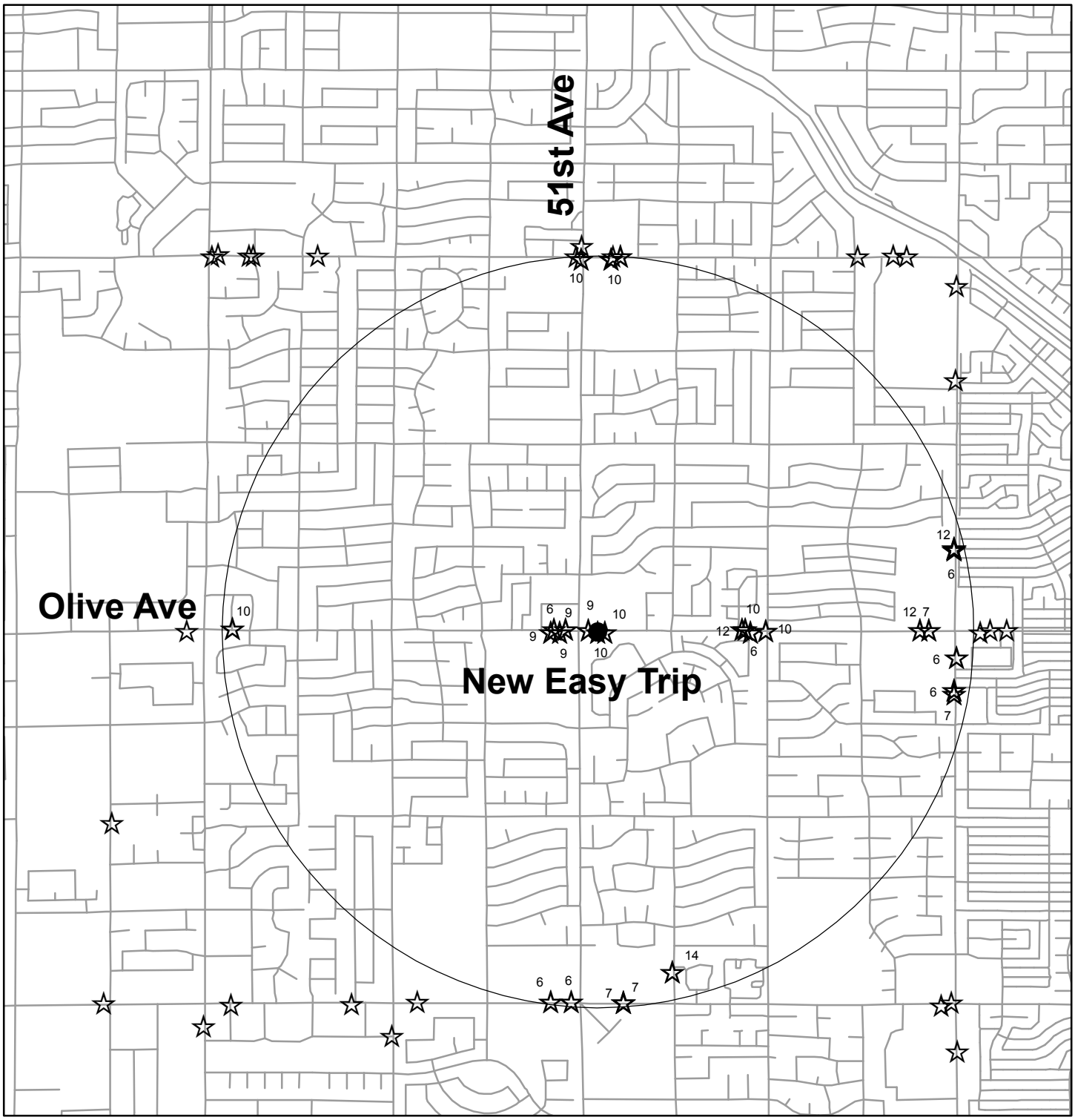
| Series | Type | Quantity |
|---|---|---|
| 06 | Bar - All Liquor | 7 |
| 07 | Bar - Beer and Wine | 4 |
| 09 | Liquor Store - All Liquor | 4 |
| 10 | Liquor Store - Beer and Wine | 7 |
| 12 | Restaurant | 3 |
| 14 | Private Club | 1 |
| | **Total** | **26** |

In accordance with A.R.S. § 4-201(G), except for a location that has been licensed within the last two years, the applicant bears the burden of showing City Council that the public convenience requires and that the best interest of the community will be substantially served by the issuance of a license. Council, when considering this new, non-transferable series 10 license, may take into consideration the applicant's capability, qualifications, and reliability.

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

**Community Benefit/Public Involvement**

No public protests were received during the 20-day posting period, September 19 through October 9, 2014.




**BUSINESS NAME:** New Easy Trip

**LOCATION:** 5059 W. Olive Avenue

**ZONING:** C-2

**APPLICANT:** Manish Bista

**APPLICATION NO:** 5-14633

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

N
W E
S

14-143

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **09-23-14**

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

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

Application Type: **New License**

Definition: New License

Business Name: **New Easy Trip**

Business Address: **5059 W. Olive Ave**

**Applicant/s Information**

Name: **Bista, Manish**
Name:
Name:
Name:

**Background investigation of applicant/s completed.**

| Calls for Service History: | Call history for location beginning: 9/23/2009 | Other Suites | New ownership call history beginning: 9/15/2014 |
|---|---|---|---|
| Liquor Related | | | |
| Vice Related | | | |
| Drug Related | | | |
| Fights / Assaults | 3 | | |
| Robberies | 4 | | |
| Burglary / Theft | 12 | | |
| 911 calls | | | |
| Trespassing | 15 | | |
| Accidents | 1 | | |
| Fraud / Forgery | 3 | | |
| Threats | | | |
| Criminal damage | | | |
| Other non-criminal* | 39 | | |
| Other criminal | | | |
| Total calls for service | 77 | N/A | 0 |

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

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet



## Applicant Background Synopsis:

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

## Current License Holder:

Amir Salman Alyas (Agent)
Easy Trip LLC (Owner)

There are no known concerns with the current license holder.

## Location History:

No significant Calls for Service history at this location.

## Special Concerns:

None found.

## Background investigation complete:

Police Department recommendation has No Cause for Denial.

| | | Date |
|---|---|---|
| Investigating Officer – M. Ervin | M. ERVIN | 9-25-14 |
| CID Lieutenant or Commander | | |
| Deputy City Attorney | | |
| Chief of Police or designee | | 9/25/2014 |

**File #:** 14-342, **Version:** 1

**AUTHORIZATION TO EXTEND AGREEMENT TERMS, APPROVE EXPENDITURE OF FUNDS, AND RATIFY EXPENDITURES FOR THE PURCHASE OF HYDROGEN PEROXIDE FROM US PEROXIDE, LLC**
Staff Contact: Craig Johnson, P.E., Director, Water Services

## Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to extend the agreement terms and approve expenditure of funds in an amount not to exceed $130,000 through December 7, 2014, and to ratify the expenditure of funds in the approximate amount of $350,000 for purchases made between July 1, 2014 to October 27, 2014 for the purchase of hydrogen peroxide from US Peroxide, LLC.

## Background

Glendale has 707 miles of sewer lines ranging in size from 6 inches to 54 inches in diameter. These sewer lines are designed to collect wastewater from residences and businesses, and convey it to the three reclamation and treatment plants in an environmentally safe manner. Within this collection system, there are seven hydrogen peroxide stations to control odor and reduce corrosion.

## Analysis

Materials Management issued a Request for Proposal on September 14, 2009 to supply this chemical. Council awarded the contract to US Peroxide, LLC for a one-year term through December 7, 2010 with the option for four one-year extensions. Amendment numbers 1, 2 and 3 to the agreement for the term extension and annual price adjustment were administratively approved. Staff is seeking Council approval of the pricing of $2.097 per gallon through December 7, 2014 and ratification of the fiscal-year-to-date expenditure of funds.

## Previous Related Council Action

On December 8, 2009, Council approved the award of RFP 09-27 to US Peroxide, LLC for the purchase of hydrogen peroxide.

## Community Benefit/Public Involvement

The odor control program enhances the quality of the environment by reducing nuisance odors within the community and corrosion within the wastewater collection system.

## Budget and Financial Impacts

Funding is available in the Water Services FY 2014-15 operating budget as follows:

| Cost | Fund-Department-Account |
|---|---|
| **$480,000** | **2420-17630-524600, Wastewater Collection** |

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

# AMENDMENT NO. 4

## REQUEST FOR PROPOSAL (Contract No. C-7140)
## City of Glendale Solicitation No. RFP 09-27

This Amendment to the Request for Proposal is made this 26th day of August, 2014 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and US Peroxide, a Delaware limited liability company authorized to do business in Arizona ("Contractor").

## RECITALS

A. City and Contractor previously entered into a Request for Proposal, Contract No. C-7140, dated December 8, 2009 ("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 herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

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

2. **Term.** The term of the Agreement is extended for a one year period from December 8, 2013 through December 7, 2014, unless otherwise terminated or canceled as provided by the Agreement.

3. **Compensation.** Contractor's compensation is amended as of the Effective Date of this Amendment and Exhibit B of the original Agreement is amended as set forth in Exhibit B-Amendment No. 4, attached hereto.

4. **Insurance Certificate.** The existing insurance certificate is current as of June 27, 2014 and will expire on July 1, 2015.

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

CITY OF GLENDALE, an Arizona municipal corporation

Brenda S. Fischer, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

US PEROXIDE, LLC, a Delaware limited liability company

By: Andrew J. Hanlard

Its: Assistant Secretary U.S. Peroxide, LLC.

EXHIBIT B-AMENDMENT NO. 4

AMENDED COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

See attached.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $1,298,788.

# EXHIBIT B

| GLENDALE | **Contract Amendment No. Four (4)<br>RFP #09-27<br>Hydrogen Peroxide Supply, Service and Maintenance** | CITY OF GLENDALE<br>Materials Management<br>5850 West Glendale Avenue,<br>Suite 317<br>Glendale, Arizona 85301 |
|---|---|---|

In accordance with the Special Terms and Conditions and, the above referenced contract is amended as follows:

The option to extend the term of the agreement is exercised this 25th day of November 2013. The term of the contract is hereby extended from **December 8, 2013** through **December 7, 2014**, unless terminated, canceled or extended as provided within the contract. All other provisions of the contract shall remain in their entirety.

With the extension of this agreement, a current insurance certificate is required. The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.

The price increase of $0.04 per gallon of 27% Hydrogen Peroxide shall be implemented beginning with this Agreement. The new price will be $2.097/gallon.

Please email the signed amendment to Barbara McFarlane, at bmcfarlane@glendaleaz.com.

In witness whereof, the parties hereto have executed this amendment to be effective the date first written above.

Contractor hereby acknowledges receipt of and is in agreement with the amendment. A signed copy must be filed with the City of Glendale Materials Management office. Please provide current information if the address has changed.

Peter Huhn, Program Manager
US Peroxide
900 Circle 75 Parkway NW, Suite 1330
Atlanta, Georgia 30339
Phone: 951-216-4326
Email: phuhn@h202.com

Authorized Signature — Date: 12/10/2013

Andrew Nardand — Assistant Secretary US Peroxide, LLC
Printed Name and Title

**File #:** 14-349, **Version:** 1

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

**Purpose and Recommended Action**

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

**Background**

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

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

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

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

As the city moves forward, it is prudent to reassess the current structure and opportunities for realignment to better prepare the city for the future.

When the Community Services Department was re-organized effective 7-1-14 it was determined that two Park Manager positions were needed to provide adequate coverage and would be divided into North and South areas of responsibility. Reclassifying an existing vacant position to a Park Manager will allow the department to accomplish this objective. A recruitment will then be conducted to fill the vacant Park Manager position.

**Analysis**

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

**Previous Related Council Action**

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

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

**Community Benefit/Public Involvement**

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

**Budget and Financial Impacts**

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

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**Positions Recommended for Reclassification**
**October 28, 2014**

| Position Number | Department | Fund # | Fund Name | Previous Title | New Title | Description of Request | Effective Date of Action | Estimated Base Cost for Remainder of FY |
|---|---|---|---|---|---|---|---|---|
| 1724 | Community Services | 1000 | General | Park Ranger | Park Mgr | Review position as part of department restructuring. | 11/1/2014 | $0.00 |

**File #:** 14-340, **Version:** 1

**EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF EQUIPMENT FROM PROFORCE MARKETING, INC. FOR THE GLENDALE POLICE DEPARTMENT**
Staff Contact: Rick St. John, Assistant Police Chief

**Purpose and Recommended Action**

This is a request for City Council to authorize the expenditure of funds in an amount not to exceed $105,000 for the purchase of equipment from ProForce Marketing, Inc., dba ProForce Law Enforcement (ProForce) for the Glendale Police Department.

**Background**

The Glendale Police Department (GPD) has identified the need to purchase additional Tasers and Taser Cartridges in the approximate amount of $49,500. Items of this nature are purchased annually to supply new officers with required equipment, to replace existing equipment in the field that is damaged or expired, and for use in training. Tasers are a non-lethal weapon carried by GPD officers as piece of required equipment. Taser Cartridges are necessary for the operation of the Taser in the field, and are also utilized during Taser training. Two cartridges per year per officer must be deployed to meet the required training standards.

Tasers have a 5-year warranty, with no extended warranty option, so regular replacement is required. Purchases of equipment from ProForce this Fiscal Year (FY) combined with the additional Tasers and Taser cartridges that need to be purchased in the remainder of FY 2014-15 will equal an amount exceeding the $50,000 expenditure authority limit to any single vendor and therefore requires Council approval.

**Analysis**

The purchase of the Tasers and cartridges is a sole source procurement defined by the Purchasing Ordinance as a procurement in which competition is not available and there is only one (1) known source for the supply or service. Materials Management has reviewed the selection of ProForce for this procurement and has made a written determination that ProForce is the sole source for Tasers and Taser Cartridges.

Staff is requesting that Council authorize the expenditure of funds in an amount not to exceed $105,000 for the purchase of equipment from ProForce for the GPD. The total expenditure authority requested includes an allowance for taxes and contingencies.

**Previous Related Council Action**

On February 25, 2014 Council awarded IFB 14-25 to ProForce Marketing, Inc., dba ProForce Law Enforcement

and authorized the purchase of Glock firearms in an amount not to exceed $74,438.

**Budget and Financial Impacts**

Funding for GPD necessary equipment expenditures is budgeted and was included in the FY 2014-15 Council adopted budget.



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**File #:** 14-329, **Version:** 1

**AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH BAS, INC. FOR LANDFILL GENERAL ENGINEERING SERVICES**

Staff Contact: Jack Friedline, Director, Public Works

## Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a professional services agreement with Tetra Tech BAS, Inc. for general engineering services for the City of Glendale Municipal Landfill (landfill) in an amount not to exceed $150,000 annually; and to authorize the City Manager to renew the agreement, at her discretion, for an additional four years, in one-year increments, in an amount not to exceed $750,000 over the full five-year period.

## Background

The landfill uses professional engineering services to provide routine and special project support on an on-call basis for landfill development and operations. These services include general engineering support, design services, mapping and survey services, environmental compliance support, construction administration services, landfill development planning and permit preparation, and regulatory agency interaction.

## Analysis

A Request for Proposals (RFP) to provide general engineering services was sent out on May 14, 2014. Four consultants submitted a Statement of Qualifications (SOQ) in response to the RFP. An evaluation panel consisting of representatives from the Public Works Field Operations and Engineering Divisions reviewed the proposals and interviewed three of the four consultants. The panel determined that Tetra Tech BAS, Inc. was the strongest candidate and the best fit for the city, specifically in relation to their field and technical expertise to handle regulatory compliance issues, air quality issues, and environmental monitoring.

## Previous Related Council Action

On September 25, 2012, Council approved a professional services agreement with Tetra Tech BAS, Inc. for landfill general engineering services. This agreement expired on September 25, 2014.

## Community Benefit/Public Involvement

The landfill is a responsible, progressive and environmentally sound long-term solution to solid waste management essential to the future health, welfare and prosperity of Glendale residents.

## Budget and Financial Impacts

Funding is available in the fiscal year 2014-15 Landfill Enterprise fund operating and maintenance budget. Expenditures with Tetra Tech BAS, Inc. are not to exceed $150,000 annually, and in an amount not to exceed $750,000 over the full five-year period with Council budget approval.

| Cost | Fund-Department-Account |
|---|---|
| $150,000 | 2440-17710-515000, Landfill Enterprise Fund |

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



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C-

# PROFESSIONAL SERVICES AGREEMENT
GENERAL ENGINEERING LANDFILL
CONSULTING SERVICES

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Tetra Tech BAS, Incorporated, a California Corporation, authorized to do business in the State of Arizona,("Consultant") as of the _____ day of _____, 2014 ("Effective Date").

## RECITALS

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

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

## AGREEMENT

The parties hereby agree as follows:

**1. Key Personnel; Other Consultants and Subcontractors.**

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

1.2 Project Team.

a. Project Manager.

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

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

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

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

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

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

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

**4. Compensation for the Project.**

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $150,000 per fiscal year, or a maximum of $750,000 if the City exercises all renewal options contemplated in Section 13 (Term) of this agreement, as specifically detailed in **Exhibit D** ("Compensation").

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

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

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

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

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

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

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

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

**5. Billings and Payment.**

5.1 Applications.

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

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

5.2 Payment.

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

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

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

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

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

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

**6. Termination.**

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

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

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

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

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

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

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

8. **Insurance.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per 8ccident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.6 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

**9. Immigration Law Compliance.**

9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not

deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

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

a. The Notice is in writing; and

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

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

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

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

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

Keith A. Johnson, P.E.
Tetra Tech BAS, Incorporated
3822 E. University Drive Suite 2
Phoenix, AZ 85034

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

City of Glendale
c/o Ernie Ruiz Jr., Solid Waste Superintendent LF-MRF
6210 W. Myrtle, Suite 111
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

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

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

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

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

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

**12. Entire Agreement; Survival; Counterparts; Signatures.**

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

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

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

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

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

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

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

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

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

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

**13.** **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a substantial factor in the City's decision whether to renew the Agreement. There are no automatic renewals of this Agreement.

**14.** **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

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

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

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Tetra Tech BAS Incorporated,
a California Corportaion

By: Jeff Williams
Its: Controller

**EXHIBIT A**
**Professional Services Agreement**

PROJECT

(Cover Page)

**Professional Services Agreement - Exhibit A**

**PROJECT DESCRIPTION**

The Consultant shall provide general engineering services including design services, engineering support, environmental compliance support and construction administration services. Activities under this contract are specific to the City of Glendale Landfill, and will be identified within separate task orders of varying size and complexity. Task orders will be individually managed, with independent schedules, budgets, objectives and deliverables.

**EXHIBIT B**
**Professional Services Agreement**

SCOPE OF WORK

(Cover Page)

**PROFESSIONAL SERVICES AGREEMENT - EXHIBIT B**

**SCOPE OF WORK**

## Consulting Services Description:

The following is a list of landfill engineering task categories that may be requested by the city. This list is not comprehensive and the city reserves the right to add related engineering services as necessary.

1. Planning and evaluation related to master plan development, cost analysis, waste modeling and statistical evaluations, landfill operation, closure / post-closure and financial assurance, facility management, equipment optimization and utilization techniques, and environmental regulatory compliance.
2. Standard calculations for landfill operation and optimization such as waste quantity estimates (e.g. tonnage, volume, air space), soil to waste ratios, waste densities, and environmental/air quality emissions.
3. Routine design activities including geotechnical and hydrological studies, construction cost projections and management oversight on designed projects such as waste cell sequencing, leachate collection and pumping, storm water management and landfill gas.
4. Document preparation including permit applications and modifications, construction plans, design reports, cost estimates, feasibility studies, facility plans and environmental plans, demonstrations and bid documents and specifications.
5. Meetings and presentations including attendance and/or representation of the client at various public and governmental agency meetings.
6. Regulatory agency interaction and liaison requiring robust knowledge of federal, state and local agency policies, guidelines and regulations.

Scope of Work

The following information is a general description of the scope of work that the Consultant will be required to perform. The services listed in this scope of work may include, but are not limited to, the following:

A. Planning, study, design, GIS/mapping/survey services:
   1. Attend project meetings as necessary to maintain the project budget and schedule. Meetings may include;
      a. Meetings with Field Operations and/or City Engineering Department's Project Team to determine scope of work, and deliverables.
      b. Meetings required for obtaining permits.
      c. Meetings with utility companies.
      d. Meetings with general public, property and business owners, etc.
   2. Assist with the coordination of private, public and City utilities (i.e., APS, SRP, Qwest, Southwest Gas, Cox Communications, City Information Technology Department, Water and Sewer Services Department, etc.) regarding standard utility issues;
   3. Prepare and maintain a design plan and schedule;
   4. Assist in the permitting processes;
   5. Preparation of Design Concept Reports or Project Studies;
   6. Field work as necessary to support reports, studies, designs or regulated environmental compliance programs;
   7. Prepare bid documents for construction;
   8. Advise the City regarding use of construction materials;
   9. Coordinate the review of plans or studies with appropriate local, State, and Federal authorities, including adjoining municipalities and other authorities having jurisdiction.

B. Post-Design and Pre-Construction Services:
   1. Perform as lead to acquire necessary construction permits from authorities having jurisdiction;
   2. Provide support for pre-bid and bidding phases including attendance at pre-bid and preconstruction conference(s) with the City and other interested parties;
   3. Review, research and comment on bidder's responses including recommendation of award;

4. Attend project meetings as necessary to maintain the project budget and schedule. Meetings may include;
    a. Meetings with Field Operations and/or City Engineering Department's Project Team to review schedule and deliverables.
    b. Meetings required for obtaining permits.

C. Construction Administrative Services:
1. Provide Resident Engineer, project management and appropriate project controls for construction oversight;
2. Provide on-site personnel using customary methods for observation and reporting of daily contractor activities;
3. Submit all questions regarding the plans and specifications to the City of Glendale Engineering Department. If appropriate, make recommendations regarding requests for substitutions;
4. Coordinate with various City departments and other agencies, including Arizona Department of Environmental Quality, Maricopa County Department of Environmental Services and utility companies;
5. Coordinate the installation of any materials/items provided or not provided under the construction contract;
6. Schedule and manage contractor operations (special permits will be required for work during non-standard work hours);
7. Provide all quality assurance controls and testing for both on-site and off-site work;
8. Ensure that all federal, state and local permits required for construction (i.e., AZPDES, etc.) are obtained;
9. Address all construction deficiencies in the work or materials as directed by the City Engineering Department;
10. Attend all periodic (e.g. weekly) construction project meetings;
11. Provide value engineering proposals that may accelerate the construction schedule or reduce construction costs;
12. Maintain a running deficiency list during the course of the project. Address all deficiencies before requesting a final inspection;
13. Maintain the record as-built drawings. The record as-built drawings may be reviewed each month by the City Engineering Department. The monthly progress payment will not be approved until the City Engineering Department approves or waives review in writing of the current record as-built drawings;
14. Submit the required number of project closeout documents for the City Engineering Department's review. The project will not be closed out until the City receives the required record as-built drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required. The City Engineering Department will review the final project closeout documents.

**EXHIBIT C**
**Professional Services Agreement**

SCHEDULE

(Cover Page)

## PROFESSIONAL SERVICES AGREEMENT - EXHIBIT C

### SCHEDULE

The Consultant shall provide services by task order as described in Exhibit A. Each task order will have a separate schedule of completion, to be determined prior to commencing work on the task order.

**TETRA TECH BAS, INC.**
**1422 N 44th Street, Suite 208**
**Phoenix, Arizona 85008**
**(602) 257-0336**

## SCHEDULE OF CHARGES

| PERSONNEL | HOURLY RATE |
|---|---|
| Principal (P) | $180 |
| Principal Engineer (PRE) | $170 |
| Division Engineer (DE) | $166 |
| Chief Engineer (CE) | $157 |
| Senior Project Manager (SM) | $157 |
| Project Manager (PM) | $138 |
| Senior Regulatory Compliance Specialist (SRS) | $128 |
| Senior Project Engineer (SPE) | $138 |
| Project Engineer (PE) | $114 |
| Engineer I (E-I) | $93 |
| Project Geologist (G) | $73 |
| Sr. Electrical Engineer (SEE) | $138 |
| Electrical Engineer (EE) | $111 |
| Senior LFG Designer (SLD) | $147 |
| LFG Designer (LD) | $104 |
| Construction Manager (CM) | $119 |
| Environmental Specialist Supervisor (ESS) | $116 |
| Environmental Specialist II (ES-II) | $98 |
| Environmental Specialist I (ES-I) | $93 |
| Engineering Technician V (ET-V) | $73 |
| Engineering Technician II (ET-II) | $54 |
| Engineering Technician I (ET-I) | $52 |
| Project Coordinator (PC) | $86 |
| Administrative Assistant (ADA) | $61 |
| Office Services Clerk (OS) | $55 |
| Chief of Survey Parties (CSP) | $123 |
| 2-Man Survey Party (SP-2M) | $224 |
| 1-Man Survey Party with GPS (1M-GPS) | $172 |
| Court Appearance (Expert Witness, Deposition, etc) | 1.5 x hourly rate |

Overtime Premium is 50% of Personnel Hourly Rate
Effective July 1, 2014 to June 30, 2015

**TETRA TECH BAS, INC.**
**1422 N. 44th Street, Suite 208**
**Phoenix, Arizona 85008**
**(602) 257-0336**

## REIMBURSABLE CHARGES

**(Effective July 1, 2014 - June 30, 2015)**

In addition to the above charges for professional services (including routine expenses), we require reimbursement for the following items:

### A. IN-HOUSE EXPENSES

| | | |
|---|---|---|
| Reproduction/Plotting: | Xerox Copies | $0.10/page |
| | Color Copies | $0.50/page |
| | Wide Format Copies | $0.30/sq. ft. |
| | Blueprints | $0.50/sq. ft. |
| | Bond Plotting -- Black & W | $2.00/sq. ft. |
| | Bond Plotting -- Color | $4.00/sq. ft. |
| | Vellum Plotting | $4.00/sq. ft. |
| | Mylar Plotting | $5.00/sq. ft. |
| Telefax (Outgoing only): | | $2.00/page |
| Mileage: | Personal Vehicle | $0.60/mile |
| | Company Vehicle | $0.70/mile |

**OR**

5% OF TOTAL PERSONNEL FEES

### B. OTHER EXPENSES

| | |
|---|---|
| Company Vehicles | $15.00/hour |
| Survey Vehicles | $15.00/hour |
| Other Out-of-Pocket Expenses/Supplies/Travel | Cost + 15% |
| Equipment Usage | See Attached Schedule |
| Consultants/Outside Services | Cost + 15% |
| Construction Services | Cost + 15% |
| Per Diem for Living Expenses | Federal Rates |
| CADD Computer Usage | $10.00/hour |
| Field Computer Services | $40.00/week |

**TETRA TECH BAS, INC.**
**1422 N 44th Street, Suite 109**
**Phoenix, Arizona 85008**
**(602) 257-0336**

**EQUIPMENT RENTAL RATES**
**(Effective July 1, 2014 - June 30, 2015)**

| TYPE OF EQUIPMENT | DAY | WEEK | MONTH |
|---|---|---|---|
| 4 Gas Range Meter CH4, H2S, CO, O2 (Sentinel 44) | $75 | $200 | $500 |
| Alpha - 1 Personal Sampling Pump | $75 | $200 | $500 |
| Disposable Bailer | $20/each | n/a | n/a |
| CO2 Calorimetric Analysis Tubes | $40 | $125 | $250 |
| Downhole Camera | $75/hr | n/a | n/a |
| Dupont Dosimeter Mark-3 (Personal Sample Pump) | $50 | $150 | $300 |
| Flow Calibrator (Gilian) | $50 | $150 | $300 |
| Gas Extraction Monitor (GEM 500 / 2000 / 2000 Plus) | $125 | $350 | $900 |
| Lung Sampler (Nutech 218) | $100 | $300 | $800 |
| Mini-Ram Data Logger | $40 | $125 | $250 |
| Mini-Ram Dust Meter | $50 | $150 | $300 |
| Organic Vapor Analyzer (OVA128) | $125 | $400 | $1,000 |
| Photo Ionization Detector (OVM580B) | $125 | $400 | $1,000 |
| Sample Train (Gas Extraction Pump) | $50 | $150 | $300 |
| Soil Auger/Sampler | $30 | $90 | $180 |
| Sounder (Liquid Level Indicator) | $40 | $125 | $250 |
| Horiba Meter | $50 | $200 | $400 |
| MiniRae 2000 | $75 | $200 | $500 |
| GT Surveyor | $75 | $200 | $500 |
| Groundwater Samping Equipment | $30/hour | n/a | n/a |
| Company Vehicle | $120 | $480 | $1,250 |
| Field Sampling Supplies: | 100/day | n/a | n/a |
| **LEVEL C (Per Person)**<br>Respirator with Cartridge (full or half faced)<br>Tyvek Coveralls<br>Outer Gloves<br>Glove Liners<br>Neoprene Boots | $150 | n/a | n/a |

**EXHIBIT D**
**Professional Services Agreement**

COMPENSATION

## METHOD AND AMOUNT OF COMPENSATION

Compensation shall be Hourly Rate plus reimbursable expenses under Section 4 of the Agreement for Consultant and all Sub-consultants. Documentation including monthly status report must be included with each Payment Application.

## NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $150,000 per fiscal year, or a maximum of $750,000 if the City exercises all renewal options contemplated in Section 13 (Term) of this Agreement..

## DETAILED PROJECT COMPENSATION

(Not Applicable).

**EXHIBIT E**
**Professional Services Agreement**

DISPUTE RESOLUTION

**1. Disputes.**

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

**File #:** 14-332, **Version:** 1

**AUTHORIZATION TO PURCHASE TWO INDUSTRIAL FORKLIFTS FOR THE MATERIALS RECOVERY FACILITY FROM NAUMANN/HOBBS MATERIAL HANDLING CORPORATION II, INC.**

Staff Contact: Jack Friedline, Director, Public Works

## Purpose and Recommended Action

This is a request for City Council to award Invitation for Bid (IFB) 14-40 and authorize the purchase of two industrial forklifts from Naumann/Hobbs Material Handling Corporation II, Inc. (Naumann/Hobbs) in an amount not to exceed $61,600 for the City of Glendale Materials Recovery Facility (MRF).

## Background

The Glendale MRF provides recycling processing services to residential and commercial customers. The MRF uses and maintains a fleet of four industrial forklifts for daily operations. The two industrial forklifts to be replaced have been in service for over 5 years and have reached the end of their serviceable life. The two new replacement industrial forklifts are necessary for the MRF to maintain operations and deliver a high level of service to city customers.

Materials Management issued IFB 14-40 in May of 2014 for Industrial Forklifts. Four bids were received, and Naumann/Hobbs submitted the lowest responsible and responsive bid.

## Analysis

Public Works Department staff considered an alternative option of refurbishing the two industrial forklifts in lieu of replacement. Based on age and extensive wear on the engine, chassis and hydraulic components, rebuilding either forklift is not an option. Staff determined it is more financially and operationally prudent to replace the forklifts.

Staff recommends the purchase from Naumann/Hobbs in an amount not to exceed $61,600 for the two industrial forklifts.

## Community Benefit/Public Involvement

Approval of this request will allow a seamless transition of industrial forklifts without interruption to residential and commercial recycling customers.

## Budget and Financial Impacts

Funds for this purchase are available in the fiscal year 2014-15 capital improvement plan (CIP) budget of the

Landfill Enterprise Fund.

| Cost | Fund-Department-Account |
|---|---|
| **$61,600** | **2440-78509-551400, CIP Landfill-MRF Forklifts** |

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



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GLENDALE

# BID TABULATION SHEET

**FINANCE**

**IFB NAME: INDUSTRIAL FORKLIFTS**

**IFB NO.: 14-40**

**DUE DATE: May 15, 2014**

**CONTRACT ANALYST: Elmer Garcia**

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY (A) | UNIT OF MEASURE | Reliable Forklift Sales, LLC | | Arnold Machinery Company (Primary Bid) | | Arnold Machinery Company (Alternate Bid) | | Naumann Hobbs Material Handling | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | UNIT PRICE (B) | EXTENDED PRICE (A X B) | UNIT PRICE (B) | EXTENDED PRICE (A X B) | UNIT PRICE (B) | EXTENDED PRICE (A X B) | UNIT PRICE (B) | EXTENDED PRICE (A X B) |
| 5.1 | Industrial Forklift as per Specifications | 2 | Each | $31,307.00 | $62,614.00 | $35,888.60 | $71,777.20 | $35,928.60 | $71,857.20 | $30,800.00 | $61,600.00 |
| | | | | | | | | | | | |
| | **GRAND TOTAL** | | | | **$62,614.00** | | **$71,777.20** | | **$71,857.20** | | **$61,600.00** |

**Award Determination:**

Award is recommended to: Naumann Hobbs for Item 5.1

Naumann Hobbs is deemed to be the lowest responsible and responsive bidder whose bid conforms in material respects to the requirements and criteria set forth in the Invitation for Bids.

Legislation Description

**File #:** 14-327, **Version:** 1

**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FLOOD CONTROL DISTRICT FOR A RECREATION EASEMENT AT SKUNK CREEK AND BELL ROAD**
Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with Maricopa County Flood Control District (MCFCD) to grant the city a non-motorized non-exclusive recreation easement at Skunk Creek and Bell Road.

**Background**

In April 2011, the construction of the Skunk Creek Multi-Use path at Bell Road was completed. The new multi-use path crosses a parcel owned by MCFCD. The city paid the easement fee of $46,131 to MCFCD during the construction phase of the project and is finalizing the process of obtaining the easement by entering into this intergovernmental agreement. This easement will allow the city access to maintain the multi-use path at this location.

**Analysis**

- Staff recommends approval of the MCFCD intergovernmental agreement granting the city a non-exclusive non-motorized recreation easement.
- There will be no additional impact on city departments, staff or service levels as a result of this action.
- The easement fee was paid during the construction phase of the project and there are no additional costs associated with this action.

**Community Benefit/Public Involvement**

The easement allows the city access for the maintenance and operation of the trail system in this area for the use and enjoyment of the general public for hiking, equestrian use, walking and other non-motorized uses.

RESOLUTION NO. 4877 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED "NON-EXCLUSIVE NON-MOTORIZED RECREATION EASEMENT" WITH THE MARICOPA COUNTY FLOOD CONTROL DISTRICT GRANTING THE CITY OF GLENDALE AN EASEMENT IN SKUNK CREEK, SOUTH OF THE BELL ROAD BRIDGE, AT APPROXIMATELY THE 73RD AVENUE ALIGNMENT FOR THE ACDC MULTI-USE PATH PROJECT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement entitled "Non-Exclusive Non-Motorized Recreation Easement" with the Maricopa County Flood Control District (Permit: 2008P069) granting the City of Glendale an easement in Skunk Creek, south of the Bell Road Bridge, at approximately the 73rd Avenue alignment for the ACDC multi-use path project 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_mcfcd_park paseo

When recorded, return to:
Flood Control District of
Maricopa County
2801 West Durango Street
Phoenix, AZ 85009 (NWC)

**EXEMPT ARS § 11-1134, A3**
1999R016

**NON-EXCLUSIVE NON-MOTORIZED RECREATION EASEMENT**

Project:ACDC
FCD Parcel #: T-017-02E
APN: Portion of 200-52-019J
Permit: 2008P069

**THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**, a municipal corporation and political subdivision of the State of Arizona, **GRANTOR**, and its successors and assigns, for and in consideration of **Forty Six Thousand One Hundred and Thirty-One and no/100 Dollars ($46,131.00)**, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF GLENDALE**, an Arizona municipal corporation, **GRANTEE**, and its successors and assigns, a Non-Exclusive Non-Motorized Recreation Easement ("Easement") over and across the premises hereinafter shown as:

See EXHIBIT "A"
Attached hereto and incorporated herein

1. The **GRANTEE** shall have an unrestricted, non-exclusive right, including the right of ingress and egress, along and across the Easement, for (a) access and use for construction, maintenance and operation of trails, landscaping, fencing, signage and other related appurtenant structures or improvements; and (b) for the use and enjoyment by the general public for hiking, equestrian use, walking and other non-motorized uses.

2. Prior to any construction being undertaken in accordance with Paragraph 1 above, **GRANTEE** shall submit plans for **GRANTOR'S** approval. **GRANTOR** agrees to complete the review of said plans in a timely fashion and in accordance with the **GRANTOR'S** then applicable permit approval process.

3. This Easement is, at all times, subject to and subordinate to the rights of **GRANTOR** to have unrestricted access to the subject property for the purpose of operating and maintaining the flood control project within said Easement. At all times, **GRANTOR** shall endeavor to operate and maintain the flood control project in a manner which will not unreasonably interfere with the **GRANTEE'S** right of access to its Easement. **GRANTEE** assumes all risk of damage to its improvements resulting from the property functioning as a flood control project except damage that results from **GRANTEE'S** intentional conduct or gross negligence.

**4.** The rights and privileges granted herein are granted to the **GRANTEE** only. **GRANTEE** may not assign or grant these rights and privileges to any other person, except as provided herein, and may not grant any rights or privileges in the Easement greater than those granted to **GRANTEE** herein. **GRANTEE** may make no other use of the Easement without prior written permission from the **GRANTOR.**

**5.** The **GRANTEE** agrees:

A. To maintain and repair the property subject to the Easement for damage caused by GRANTEE'S right to access and use the Easement, including without limitation the removal of graffiti, trash and debris from the property subject to the Easement. **GRANTEE**, however, is not required to maintain or repair any fixtures, structures or improvements associated with the flood control project constructed, installed, operated or maintained by **GRANTOR** in the Easement.

B. To provide appropriate law enforcement monitoring and response activities to ensure the safety and security of persons accessing and using the property subject to the Easement.

6. In the event **GRANTEE** fails to comply with the terms and conditions of this Easement, **GRANTOR** may notify **GRANTEE** in writing that the terms and conditions of this Easement have been violated and request that **GRANTEE** take corrective action to remedy such violation within thirty (30) days, or such longer time as **GRANTOR** deems appropriate, of receipt of such notice. Should **GRANTEE** fail to return to compliance within such time period proscribed by **GRANTOR'S** notice, **GRANTOR** may revoke this Easement and record such revocation in the public records of Maricopa County. Unless and until such revocation is recorded by **GRANTOR**, this Easement shall remain in full force and effect. Nothing contained in this Easement, however, shall be construed to limit the ability of the **GRANTOR** to take any action necessary to address damage to or interference with the flood control structures or operations caused by **GRANTEE** or to demand that **GRANTEE** address any damage to or interference with the flood control structures or operations caused by **GRANTEE**. **GRANTOR** may also request that **GRANTEE** pay any costs related to damage or interference with flood control structures of the **GRANTOR**.

**7.** Should **GRANTEE** fail to perform its obligations in accordance with Paragraph 5 A and B herein, **GRANTOR** reserves the right to perform such obligations and seek reimbursement from **GRANTEE** for all costs attributable to **GRANTEE'S** failure to perform. Nothing in this Paragraph prevents or prohibits **GRANTOR**, in its sole unreviewable discretion, from waiving or declining to seek reimbursement of some or all of the costs incurred to perform **GRANTEE'S** obligations under Paragraph 5 A or B.

8. The **GRANTEE** agrees to indemnify, defend, save and hold harmless the **GRANTOR**, its agents, officers, employees, directors, successors or assigns against any and all claims, actions, costs or expenses for any loss or expense incurred and all property damage, personal injuries or death related to **GRANTEE's** exercise of the rights granted herein, unless such damage, injury or death is caused by a fixture, structure or improvement associated with the flood control project constructed, installed, operated or maintained by **GRANTOR** in the Easement or otherwise caused by **GRANTOR's** willful, intentional or grossly negligent conduct.

**9.** As to any claims arising from the **GRANTEE** allowing access to the Easement for lawful uses by the general public, the **GRANTEE** shall, to the extent permissible by law, indemnify, defend and save harmless the **GRANTOR**, including agents, officers, directors, governors and employees thereof, from any loss or expense incurred as a result of such a claim or suit, unless such claim or suit arises from the sole fault of the **GRANTOR**. Such indemnification obligation is intended to be a specific indemnity obligation rather than the general indemnity obligations set forth in the previous paragraph and shall encompass any personal injury, death or property damage, reasonable attorney's fees, court costs, and other expenses relating to the defense of such claims or litigation.

**ACCEPTED BY:**

**CITY OF GLENDALE,** an Arizona municipal corporation

_____

Brenda S. Fischer Date
City Manager

ATTEST:

_____

Pamela Hanna Date
City Clerk

APPROVED AS TO FORM:

_____

Michael Bailey Date
City Attorney

**RECOMMENDED FOR APPROVAL:**

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**

William D. Wiley, P.E. Date
Chief Engineer and General Manager

Michael D. Wilson, SR/WA Date
Manager, Public Works Real Estate Division

**APPROVED AND ACCEPTED:**

**BOARD OF DIRECTORS OF FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**

Chairman of the Board Date

ATTEST:

Clerk of the Board

Date: _____

STATE OF ARIZONA )
)ss
COUNTY OF MARICOPA )

Before me, _____, Notary Public in and for said County, State of Arizona, on this day personally appeared _____, known to me to be the person whose name is subscribed to the forgoing instrument as Chairman of the Board of the Political Subdivision and Municipal Corporation in the foregoing instrument.

Given under my hand and seal of the office this ____ day of _____, 2014.

APPROVED AS TO FORM and within the powers and authority granted under the laws Of the State of Arizona and Maricopa County

Flood Control District General Counsel Date

**Parcel No. 200-52-019J**
**ARIZONA CANAL DIVERSION CHANNEL REACH 1**

**Item No. T-17-REC**
**MULTI-USE PATH EASEMENT**

**EXHIBIT "A"**

An easement lying within a portion Section 1, T3N,R1E and of that certain property as described in Document 1984-0520931, Recorded in Official Records of Maricopa County. Said easement is more particularly described in two parcels as follows:

PARCEL "A":

**COMMENCING** at the North quarter corner of said Section 1, from which the Northwest corner bears South 89°57'09" West, a distance of 2641.91 feet; thence South 89°57'09" West along the North line of said Section 1, a distance of 278.62 feet; thence South 32°27'07" West along the Northwesterly line of the Final Plat of "PARK PASEO", as recorded at Book 543, Page 02, Maricopa County Records, a distance of 88.55 feet to the **POINT OF BEGINNING**; thence continuing South 32°27'07" West, a distance of 566.92 feet to a point hereon known as "Point X"; thence North 03°08'12" West a distance of 180.00 feet; thence North 34°00'47" East a distance of 360.14 feet; thence North 89°55'45" East a distance of 112.60 feet to the **POINT OF BEGINNING.** Containing 46,487 square feet or 1.0672 acres more or less.

Cont'd



Registered Land Surveyor
CERTIFICATE NO.
22260
KENNETH W.
GREEN
3-19-2014
Date Signed
ARIZONA U.S.A.

EXPIRES 12/31/2014

| FLOOD CONTROL DISTRICT OF MARICOPA COUNTY | | |
|---|---|---|
| Prelim: 3-14-2014 | Chk: 3/18/2014 @ | Appr: |
| Rev: | | |
| Maricopa County Public Works -Real Estate Division | | |

**GRANTOR**_____ **DATE**_____

**Parcel No. 200-52-019J**
**ARIZONA CANAL DIVERSION CHANNEL REACH 1**

**Item No. T-17-REC**
**MULTI-USE PATH EASEMENT**

**EXHIBIT "A"**

PARCEL "B":

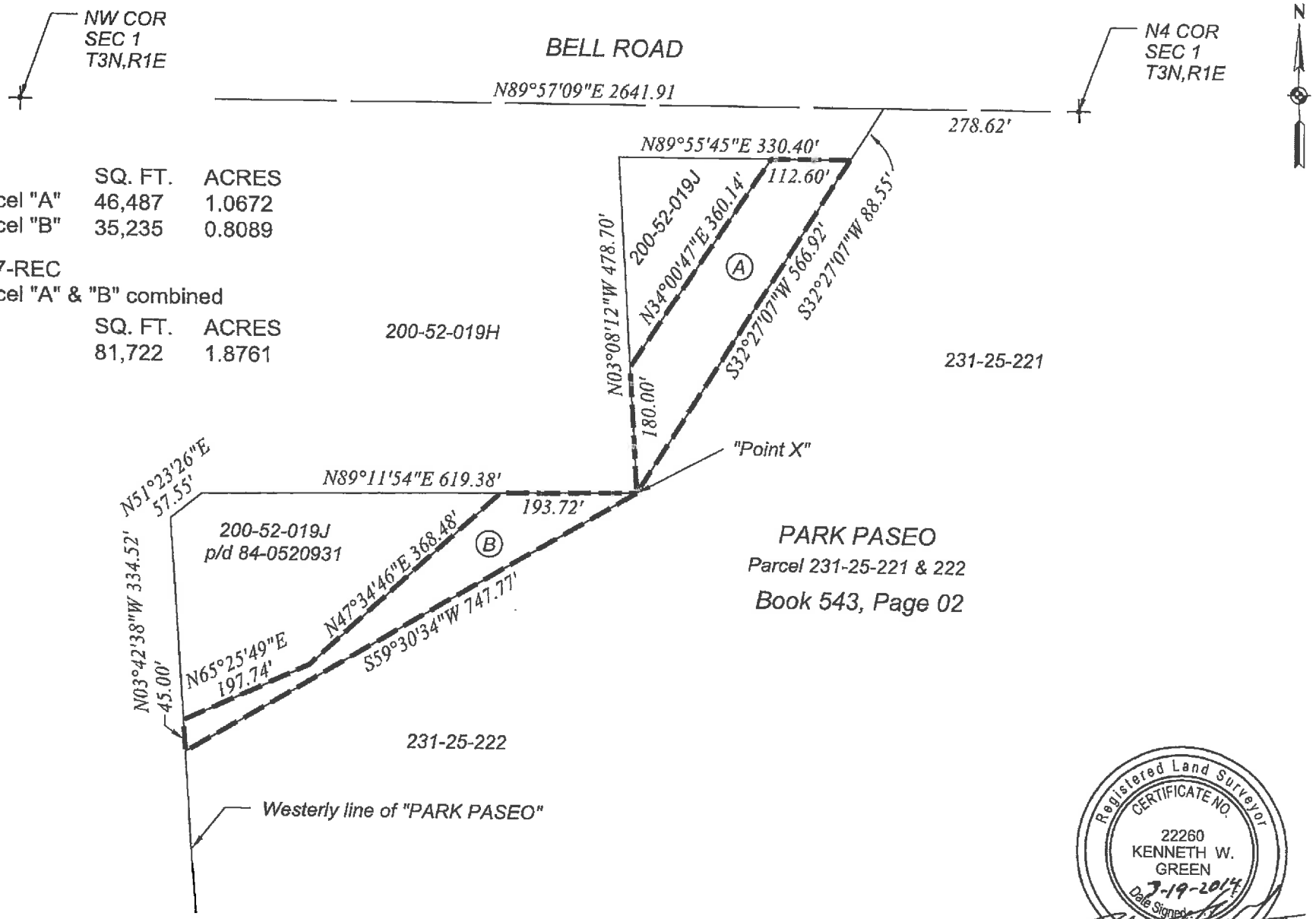
**BEGINNING** at said "Point X"; thence South 59°30'34" West along the Northwesterly line of said "PARK PASEO", a distance of 747.77 feet; thence North 03°42'38" West a distance of 45.00 feet; thence North 65°25'49" East a distance of 197.74 feet; thence North 47°34'46" East a distance of 368.48 feet; thence North 89°11'54" East a distance of 193.72 feet to the **POINT OF BEGINNING**. Containing 35,235 square feet of 0.8089 acres more or less.

The above described parcels combined contain 81,722 square feet or 1.8761 acres more or less.

EXPIRES 12/31/2014

| FLOOD CONTROL DISTRICT OF MARICOPA COUNTY | | |
|---|---|---|
| Prelim: 3-14-2014 | Chk: | Appr: |
| Rev: | | |
| Maricopa County Public Works -Real Estate Division | | |

**GRANTOR**_____**DATE**_____




| | SQ. FT. | ACRES |
|---|---|---|
| Parcel "A" | 46,487 | 1.0672 |
| Parcel "B" | 35,235 | 0.8089 |

T-17-REC
Parcel "A" & "B" combined

| SQ. FT. | ACRES |
|---|---|
| 81,722 | 1.8761 |

Registered Land Surveyor
CERTIFICATE NO.
22260
KENNETH W.
GREEN
3-19-2014
Date Signed
ARIZONA U.S.A.

3-18-2014

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

EXPIRES 12 / 31 / 2014

# FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
# NON-EXCLUSIVE NON-MOTORIZED RECREATION EASEMENT

GLENDALE

Legislation Description

**File #:** 14-328, **Version:** 1

**AUTHORIZATION TO ENTER INTO A JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL SURVEY FOR STORMWATER TESTING SERVICES**
Staff Contact: Jack Friedline, Director, Public Works

## Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a five year Joint Funding Agreement with the United States Department of the Interior U.S. Geological Survey (USGS) to provide storm water quality sample collection and subsequent analysis services in an amount not to exceed $482,856.

## Background

Since 1999 the city has been issued permits from the U.S. Environmental Protection Agency through the State of Arizona Department of Environmental Quality (ADEQ) for the discharge of storm water from the city's separate storm water system to Waters of the U.S. The city has completed annual reports since that time to demonstrate compliance with the permit. The monitoring of the city's five storm water collection stations is performed by the USGS. During any storm event, when there are measurable amounts of storm water runoff at the five stations located in Glendale, the USGS collects and documents storm water samples then submits the samples to a chemical laboratory qualified to test the samples. The USGS completes quarterly reports on sampling activities, provides analysis of the labs test reports, maintains the monitoring stations as needed, and provides reports necessary for the permit annual report.

## Analysis

ADEQ requires station monitoring and sampling retrieval immediately after storm events and subsequent water quality testing as part of permit compliance. Staff considered other options to facilitate the service using past experiences and costs with the USGS and polling discussions with other Maricopa County cities. Utilizing the USGS for monitoring, maintaining and sampling eliminates the need for internal skilled staff, equipment, and liability for these services and provides the required deliverables to ADEQ.

## Previous Related Council Action

On October 13, 2009, City Council approved a Joint Funding Agreement with the USGS for monitoring and analysis to be completed over the period October 2009 through September 2014.

On October 26, 2004, City Council approved a Joint Funding Agreement with the USGS for monitoring and analysis to be completed over the period October 2004 through June 2009.

**Community Benefit/Public Involvement**

Entering into a continued agreement with the USGS allows the city to monitor storm water runoff to check for hazardous pollutants. Maintenance of the storm water monitoring stations will help meet the requirements of the permit and help protect the Waters of the U.S.

**Budget and Financial Impacts**

This agreement would cover a span of five fiscal years. Funds are available in the FY2010-2019 adopted Capital Improvement Plan. There are no operating costs associated with this project.

| Cost | Fund-Department-Account |
|---|---|
| $93,151 | FY2014-15 AZDES Permit, Account No. 2180-79006-551200 |
| $93,151 | FY2015-16 AZDES Permit, Account No. 2180-79006-551200 |
| $95,945 | FY2016-17 AZDES Permit, Account No. 2180-79006-551200 |
| $98,822 | FY2017-18 AZDES Permit, Account No. 2180-79006-551200 |
| $101,787 | FY2018-19 AZDES Permit, Account No. 2180-79006-551200 |

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



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RESOLUTION NO. 4878 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF INTERIOR, U.S. GEOLOGICAL SURVEY, FOR WATER RESOURCES INVESTIGATIONS OF THE CHEMICAL COMPOSITION OF URBAN STORMWATER.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Joint Funding Agreement for Water Resources Investigations with the U.S. Department of the Interior, U.S. Geological Survey 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 all necessary documents 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_eng_doi

Form 9-1366
(Oct. 2005)

# U.S. DEPARTMENT OF THE INTERIOR
# GEOLOGICAL SURVEY

## JOINT FUNDING AGREEMENT

| | |
|---|---|
| Customer #: | 6000000834/AZ071 |
| Agreement #: | 15WSAZ00300 |
| Project #: | ZF009GJ |
| TIN #: | 86-6000247 |
| Fixed Cost Agreement | YES |

FOR

WATER RESOURCES INVESTIGATIONS

**THIS AGREEMENT is entered into as of the, 3rd day of September, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF GLENDALE, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program to determine factors that influence the chemical composition of urban stormwater in Glendale, AZ as described in the attached workplan herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00

   (a) by the party of the first part during the period

| Amount | Date | to | Date |
|---|---|---|---|
| $0.00 | October 1, 2014 | | September 30, 2019 |

   (b) by the party of the second part during the period

| Amount | Date | to | Date |
|---|---|---|---|
| $482,856.00 | October 1, 2014 | | September 30, 2019 |

   Total = $482,856.00

   (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

   (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

| | **U.S. Geological Survey<br>United States<br>Department of the Interior** | | City of Glendale<br>Water Services Department |
|---|---|---|---|
| | **USGS Point of Contact** | | **Customer Point of Contact** |
| Name: | James M. Leenhouts | Name: | Tom Kaczmarowski |
| Address: | 520 N. Park Ave., Suite 221<br>Tucson, AZ 85719 | Address: | 5850 W. Glendale Ave., Suite 315<br>Glendale, AZ 85301 |
| Telephone: | 520-670-6671 x278 | Telephone: | 623-930-3630 |
| Email: | leenhout@usgs.gov | Email: | tkaczmarowski@glendaleaz.com |

**Signatures and Date**

| | | | |
|---|---|---|---|
| Signature: | Date: 09/03/14 | Signature: | Date: |
| Name: | James M. Leenhouts | Name: | |
| Title: | Director | Title: | |
| Signature: | Date: | Signature: | Date: |
| Name: | | Name: | |
| Title: | | Title: | |
| Signature: | Date: | Signature: | Date: |
| Name: | | Name: | |
| Title: | | Title: | |

# Chemical Composition of Urban Stormwater, Glendale, Arizona

A Workplan Prepared for

City of Glendale

Prepared by

U.S. Geological Survey, Tempe, AZ

# Executive Summary

**Title:** Chemical Composition of Urban Stormwater, Glendale, AZ

**Cooperating Agency:** City of Glendale, AZ

**Project Chief:** Kenneth Fossum

**Problem:** Urban runoff is a known source of pollutants which are carried into receiving waters. Municipalities are required to monitor these pollutant loads and report the results to the Arizona Department of Environmental Quality (ADEQ) in accordance with an Arizona Pollutant Discharge Elimination System (AZPDES) permit. In November, 1990, the Environmental Protection Agency (EPA) recommended U.S. Geological Survey (USGS) involvement in the collection of stormwater information. Since 1991, the USGS, in cooperation with the Flood Control District of Maricopa County (FCDMC), has collected, analyzed, and interpreted urban stormwater information from selected basins throughout the Maricopa County metropolitan area. Water-resource managers and policy makers are expected to use this information to develop and test management strategies designed to mitigate pollutant loads. The basins monitored during the first phase of the investigation are generally categorized by land use type. This approach has aided in determining the effect of land use type on the variability of pollutant loads discharged from basins during storms.

**Objective:** The objective of this study is to collect rainfall, runoff, and runoff water quality data to characterize stormwater quality from representative urban land uses at five urban monitoring stations in the City of Glendale. This study will be conducted during years 6 through 10 of Glendale's AZPDES permit.

**Approach:** The USGS will collect stormwater samples during representative storm events at five urban basins located in the metropolitan Glendale area. These samples will be analyzed to determine the basin characteristics and factors that contribute to the variability of urban runoff quality for selected land use types. Two samples will be collected and analyzed annually for each of the urban sites. One sample will be collected during the winter months and one sample will be collected during the summer months. Grab samples as required by Glendale's current permit will be collected at the site by sampling personnel as soon as possible after the beginning of a storm event. Automatic samplers already installed at the sites will be utilized for sample collection of the flow-weighted composite samples. Samples will be analyzed by a City of Glendale contract laboratory to measure concentrations of pollutants discharged from the drainage basins.

**Relevance and Benefits:** The collection, compilation, and analysis of urban stormwater information as outlined in this proposal will result in advanced knowledge of the chemistry of urban stormwater runoff in a major metropolitan area of a semiarid region. Because of the many municipal entities involved in the process of characterizing the chemistry of stormwater runoff in Maricopa County, the information gathered and relationships developed by the USGS will provide a substantial database and resource that the communities can use for planning and operation purposes. Finally, because the USGS is collecting similar stormwater chemistry information for major metropolitan areas throughout the United States, this study will contribute information to national databases that can be used to advance the understanding of regional variations in hydrologic conditions.

# Chemical Composition of Urban Stormwater, Glendale, Arizona

## Introduction

Urban runoff is a known source of pollutants which are carried into receiving waters. Municipalities are required to monitor these pollutant loads and report the results to the Arizona Department of Environmental Quality (ADEQ), in accordance with an Arizona Pollutant Discharge Elimination System (AZPDES) permit. The City of Glendale currently operates under an AZPDES permit (AZS000019-2010) issued in August 2010. The permit and authorization to discharge expires on August 26, 2015, unless the permit is administratively continued or renewed. For the purpose of this proposal, it is assumed that existing permit conditions will remain effective through 2019 (years 6 through 10).

In November, 1990, the Environmental Protection Agency (EPA) recommended U.S. Geological Survey (USGS) involvement in the collection of stormwater information[1]. Since 1991, the USGS, in cooperation with the Flood Control District of Maricopa County (FCDMC), has collected, analyzed, and interpreted urban stormwater information from selected basins throughout the Maricopa county metropolitan area (Lopes and others, 1995, and Fossum and Davis, 1996, Fossum and others, 2001). Water-resource managers and policy makers are expected to use this information to develop and test management strategies designed to mitigate pollutant loads. The basins monitored during the first phase of the investigation are generally categorized by land use type. This approach has aided in determining the effect of land use type on the variability of pollutant loads discharged from basins during storms.

## Benefits

The collection, compilation, and analysis of urban stormwater information as outlined in this proposal will result in advanced knowledge of the chemistry of urban stormwater runoff in a major metropolitan area of a semiarid region. Because of the many municipal entities involved in the process of characterizing the chemistry of stormwater runoff in Maricopa County, the information gathered and relationships developed by the USGS will provide a substantial database and resource that the communities can use for planning and operation purposes. Finally, because the USGS is collecting similar stormwater chemistry information for major metropolitan areas throughout the United States, this

[1] Federal Register, Volume 55, Number 122, Friday, November 16, 1990, Page 48051, 40CFR Parts 122, 123, 124 - "EPA is working with the USGS to evaluate the availability of USGS technical assistance to municipalities through cooperative funding programs to aid in collecting representative quantitative data of storm water discharges from municipal systems. USGS data collection programs with municipalities typically include storm water discharge samples obtained at various times during a storm hydrograph event. Various USGS field procedures can be used to obtain discharge data for pipes, culverts, etc., typically found in urban areas. Pollutant models can be calibrated

study will contribute information to national databases that can be used to advance the understanding of regional variations in hydrologic conditions.

## Objectives

The objective of this study is to collect rainfall, runoff, and runoff water quality data to characterize stormwater quality from representative urban land uses at five urban monitoring stations in the City of Glendale. This study will be conducted during years 6 through 10 of Glendale's AZPDES permit.

## Approach

The USGS will collect stormwater samples during representative storm events at five urban monitoring locations located in the metropolitan Glendale area (figure 1). Grab and flow-weighted composite stormwater samples will be collected twice per year per site - one sample during summer season and one sample during winter season. Field analysis of stormwater samples include pH, temperature, specific conductance, and dissolved oxygen. Grab samples as required by the permit will be collected at the site by sampling personnel as soon as possible after the beginning of a storm event. Automatic samplers already installed at the sites will be utilized for sample collection of the composite samples. The flow-weighted composite samples will be analyzed for the parameters listed in the current AZPDES permit by a City of Glendale contract laboratory.

Quality assurance and quality control for stormwater samples will consist of concurrent replicate samples, equipment blanks, and VOC trip blanks. Concurrent replicate samples will be collected at one site per year. This site will be chosen on a rotating basis. The replicate sample collected will be analyzed for the same constituents as the stormwater samples. Equipment blanks will be collected once per year at one site, also on a rotating basis. The equipment blank will be collected using inorganic free water for the inorganic constituents and organic free water for the VOC's and other organic constituents. Trip blanks will accompany any VOC samples to check for contamination in the sampling process and in shipment to the lab.

All sampling will be conducted in accordance with the most recent versions of the following publications, or any versions that supercede them:

1. Code of Federal Regulations, Title 40, Part 136.
2. U. S. Environmental Protection Agency, NPDES Stormwater Sampling Guidance Document.
3. Flood Control District of Maricopa County, Field Sampling Protocol.
4. Flood Control District of Maricopa County, Stormwater Sampling Management Plan.

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with data and long-term rainfall records to simulate the quality of system discharges and compared to other storm water models."

Quality assurance for the laboratory analyses will be accomplished through the Office of Water Quality, SRS Blind Sample Program. All data provided by the contract laboratory will then be entered and stored in the NWIS database. Biannual reports will be produced for the City of Glendale.

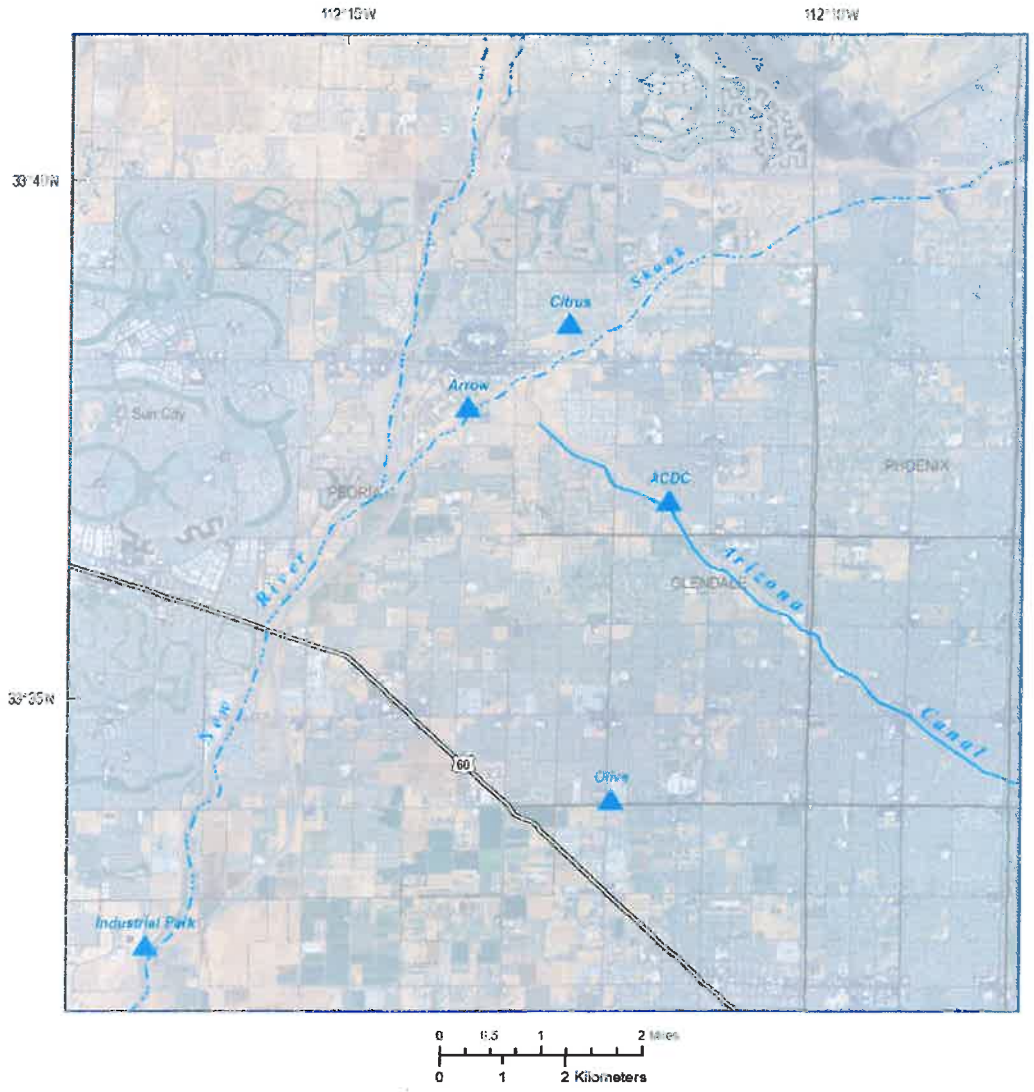



**Figure 1.** Study area and stormwater-monitoring stations, City of Glendale, Arizona.

## Reports

Biannual reports will be provided to the City of Glendale including station status, failure analyses, post-storm activities, chain of custody forms, calibration and maintenance records, and water quality, rainfall, and runoff data and hydrographs. The reports will be provided in October and April of each year. The AWSC will enter the data provided by the contract laboratory into the NWIS database.

## Budget

The costs associated with collecting two samples annually at five urban sites, costs associated with maintenance of the monitoring stations, supplies, vehicles, and utilities (phone charges), are contained in the tables below (Tables 1 and 2). The City of Glendale will be billed quarterly for operation and maintenance and sampling costs. The City of Glendale will also be billed for any equipment repair or replacement costs. Costs for sample analysis are not included in this proposal; the City of Glendale is responsible for direct payment to the contract laboratory.

## References Cited

Fossum, K.D., and Davis, R.G., 1996, Physical, chemical, biological, and toxicity data from the study of urban stormwater and ephemeral streams, Maricopa County, Arizona, Water Years 1992-95: U.S. Geological Survey Open-File Report 96-394, 71 p.

Lopes, T.J., Fossum, K.D., Phillips, J.V., and Monical, J.E., 1995, Statistical summary of selected physical, chemical, and microbial characteristics, and estimates of constituent loads in urban stormwater, Maricopa County, Arizona: U.S. Geological Survey Water-Resources Investigations Report 94-4240, 62 p.

Fossum, K. D., O' Day, C. M., Wilson, B. J., and Monical, J. E., 2001, Statistical summary of selected physical, chemical, and toxicity characteristics and estimates of annual constituent loads in urban stormwater, Maricopa County, Arizona: U.S. Geological Survey Water-Resources Investigations Report 01-4088, 33 p.

**Table 1.** Itemized costs of urban sampling at City of Glendale sites for a sampling term from October 1, 2014 to September 30, 2019 (Costs are held constant for FY2015 and FY2016, and then are adjusted by a 3% inflation rate for each year after FY2016). Amounts in black are fixed costs and amounts in red are to be added as needed for equipment repair and replacement.

| Cost Item | FY2015 | FY2016 | FY2017 | FY2018 | FY2019 |
|---|---|---|---|---|---|
| **Labor – O and M (Table 3)** | 50,215 | 50,215 | 51,721 | 53,273 | 54,871 |
| **Supplies-Equipment:** Tubing, Water Quality meters, Miscellaneous Supplies | 7,000 | 7,000 | 7,210 | 7,426 | 7,649 |
| **Utilities:** Phones | 5,000 | 5,000 | 5,150 | 5,304 | 5,463 |
| **Vehicles** (1 Vehicle) | 7,000 | 7,000 | 7,210 | 7,426 | 7,649 |
| **Sampling Labor – (8 hours/sample) (2 people/sample) (12 samples) ($83.00 hourly rate)**<br><br>**(2 samples/site) (5 sites) + 2 QA samples = 12 total samples** | 15,936 | 15,936 | 16,414 | 16,906 | 17,413 |
| **Subtotal** | 85,151 | 85,151 | 87,705 | 90,335 | 93,045 |
| **Contingency costs (to be used as needed):**<br>• **Equipment repair and replacement** | 8,000 | 8,000 | 8,240 | 8,487 | 8,742 |
| **Project Total** | $93,151 | $93,151 | $95,945 | $98,822 | $101,787 |

**Table 2.** – Itemized Operation and Maintenance Labor Costs (for the first year; FY2015).

| Labor | hours | Visits per Year | Number of Stations | Hourly Rate | Approximate Costs |
|---|---|---|---|---|---|
| Semi-annual routine maintenance | 5 | 2 | 5 | $83.00 | $4,150 |
| Administrative work related to station O&M | 25 | N/A | 5 | 83.00 | 10,375 |
| Downloading data after storm event | 2 | 4 | 5 | 83.00 | 3,320 |
| Cleaning and resetting samplers | 3 | 4 | 5 | 83.00 | 4,980 |
| Other O&M repair activities | 20 | N/A | 5 | 83.00 | 8,300 |
| Database management and biannual report compilation | 230 | N/A | N/A | 83.00 | 19,090 |
| **Labor Total** | | | | | **$50,215** |

**JOB HAZARDS ANALYSIS**

**Job Hazard *Analysis For New Projects***

- Check the numbered box(s) for all significant safety concerns this project should address. Significant safety concerns are commonly those that require training, purchase of safety equipment, or specialized preparation to address potentially hazardous conditions.
- Identify any unlisted safety concerns at bottom of the page.
- Provide details on the back of this page.

Proposal Number AZ05E
Project Title (Short): Urban Runoff Chemistry, Glendale, AZ
Project Chief or Proposal Author: Kenneth Fossum

| √ | **Safety Concerns** |
|---|---|
| 1. √ | Wading, bridge, boat, or cableway measurements or sampling |
| 2. | Working on ice covered rivers or lakes |
| 3. √ | Measuring or sampling during floods |
| 4. | Well drilling; borehole logging |
| 5. | Electrical hazards in the work area |
| 6. | Construction |
| 7. | Working in remote areas, communication, office call in procedures |
| 8. | Ergonomics, carpal tunnel syndrome |
| 9. √ | Field Vehicles appropriate for task?- Safety screens, equipment restraints. |
| 10. | All terrain vehicles, snowmobiles |
| 11. | Helicopter or fixed wing aircraft usage |
| 12. √ | Site access |
| 13.√ | Hypothermia or heat stroke |
| 14. | Hantavirus, Lyme Disease, Histoplasmosis, Pfiesteria, Others? |
| 15. √ | Contaminated water with sanitary, biological, or chemical concerns |
| 16. √ | Immunizations |
| 17.√ | Laboratory or mobile laboratory. Chemical hygiene plan. |
| 18. | Hazardous waste disposal |
| 19. | Hazardous waste site operations |
| 20. | Confined space |
| 21. | Radioactivity |
| 22. | Respiratory protection |
| 23. | Scuba Diving |
| 24. | Electrofishing |
| 25. | Explosives |

| Site Safety Plan and Job Hazard Analysis for Work Sites: | | Urban Runoff Chemistry, Glendale, AZ |
|---|---|---|
| **Safety items required by site personnel and visitors as appropriate:** | Eye and foot protection, and personal floatation devices. Rubber gloves when appropriate. | |
| **Site specific needs:** | NONE | |
| **Nearest Hospital:** | 911 | |
| **Emergency Numbers (Police, Fire, Ambulance)** | 911 | 911 |
| | 911 | |
| **Cooperator Contacts:** | City of Glendale Environmental Resources : 623-930-4133 | |
| **Job Steps and Procedures** | **Potential Accidents and Hazards** | **Recommended Safe Job Practices** |
| Loading and unloading equipment | Pinching fingers, crushing toes, back strain. | Wear gloves, use proper lifting techniques (use legs not back), and get assistance if necessary. |
| Transporting equipment to site | Unsecured equipment hitting vehicle occupants in accident. | Secure equipment/load. Vehicle has safety screen installed. |
| Walking around site | Loose rocks, steep slopes, muddy slopes. | Discuss ground hazards (rocks, muddy and steep slopes) Create safe passage to all gage equipment. |
| Wading in swift or deep water | Slipping on slick or slippery banks or river beds. | Use hip boots or chest waders. Wear personal floatation devices for all deep or swift streams. |
| Working in the heat of summer | Sunburn, heat exhaustion, heat stroke. | Always use sunscreen and carry ample amounts of water and electrolytes. |
| Water sample collection and sample preservation. | Stormwater contamination and possible acid burns from sample preservation. | Have all required immunizations. Always wear rubber gloves for sample collection and preservation. Dispose of acid ampules in an approved container. |

**File #:** 14-330, **Version:** 1

**AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7606 WEST BELL ROAD**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city streetlight within public right-of-way located at 7606 West Bell Road.

**Background**

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to acquire and install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

**Analysis**

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and is being charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.

**Community Benefit/Public Involvement**

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

**Budget and Financial Impacts**

The revenue generated from this agreement during the first 10 years of the associated licenses, including the 3% annual increase is projected at $40,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 4879 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LICENSE AGREEMENT WITH VERIZON WIRELESS LLC, DBA VERIZON WIRELESS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF A SMALL CELL WIRELESS COMMUNICATIONS FACILITY LOCATED WITHIN PUBLIC RIGHT-OF-WAY AT 7606 WEST BELL ROAD IN GLENDALE, ARIZONA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager or her designee is hereby authorized to execute and deliver a Communications Site License Agreement with Verizon Wireless (VAW) LLC, dba Verizon Wireless, for the purpose of installation and maintenance of a small cell wireless communications facility located within public right-of-way at 7606 West Bell Road in Glendale, Arizona. Said license agreement is now on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

l_verizon_7606 bell

**STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE AGREEMENTS**

| Category 1-DAS with antenna(s) mounted on an existing vertical element or pole. | | | |
|---|---|---|---|
| Cubic feet/ground equipment | Antenna base fee | Equipment base fee | Total annual fee |
| 1-50 | Included | Included | $3,368 |
| 51-200 | $3,368 | $6,271 | $9,639 |
| 201-300 | $3,368 | $9,390 | $12,758 |
| 301-400 | $3,368 | $12,493 | $15,861 |
| 401 or more | $3,368 | $15,649 | $19,017 |
| Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available. | | | |
| Cubic feet/ground equipment | Antenna base fee | Equipment base fee | Total annual fee |
| 1-50 | Included | Included | $3,564 |
| 51-200 | $3,564 | $6,271 | $9,835 |
| 201-300 | $3,564 | $9,390 | $12,954 |
| 301-400 | $3,564 | $12,493 | $16,057 |
| 401 or more | $3,564 | $15,649 | $19,213 |
| Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance. | | | |
| Cubic feet/ground equipment | Antenna base fee | Equipment base fee | Total annual fee |
| 1-50 | Included | Included | $4,810 |
| 51-200 | $4,810 | $6,271 | $11,081 |
| 201-300 | $4,810 | $9,390 | $14,200 |
| 301-400 | $4,810 | $12,493 | $17,303 |
| 401 or more | $4,810 | $15,649 | $20,459 |

# COMMUNICATIONS SITE LICENSE AGREEMENT FOR VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS, IN CITY OF GLENDALE RIGHT-OF-WAY

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way ("Agreement") is executed to be effective this _____ day of _____, 2014 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless ("Licensee").

## RECITALS

A. The City is the owner of certain right-of-way located in the City ("Licensed Area"), as more particularly described in the attached Exhibit A.

B. Licensee desires to install, maintain and operate a "small cell" wireless communications facility ("Small Cell") in the City's right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee's Small Cell facilities as shown in Exhibit A (collectively, the "Facilities").

C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Project Manager, whose approvals shall not be unreasonably withheld.

## AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 7606 West Bell Road, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way. The communications facilities of Licensee in the Licensed Area and in any Public Utility Easement are attendant to its equipment and communications facilities used to provide communications services and uses incidental thereto, and to connect to electric, fiber, optic, cable, and telephone utilities.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.

B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth ($10^{th}$) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than two successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.

C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.

D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and

encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of $3,368.00 for one (1) street light attachment, including ground equipment with a "footprint" of up to fifty (50) cubic feet, for Licensee's Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof ("Pole Attachment Fee").

B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.

C. The "Commencement Date" shall be defined as the first day of the month immediately following the Effective Date of this Agreement. Licensee shall pay all fees due for the current year in advance on the first business day of each month. If the Effective Date is not on the first day of a month, the Licensee's fees will be prorated accordingly. The first installment of the annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual installments paid on or before the first day of the applicable month.

D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City's Community Development Fee Schedule.

F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is not a utility, but is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.

B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City's prior written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.

D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.

E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.

F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.

G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.

H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):

i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;

ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;

iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;

v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;

vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;

vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and

viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;

iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;

iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;

v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;

vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;

vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals

and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;

viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;

x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and

xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.

B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance,

permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

12. ASSIGNMENT.

A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform

under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.

B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars ($2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.

B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:

i) Any Rent, including Base Rent, or other sum in default;

ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and

iii) Any expense, loss, or damage that City may suffer because of Licensee's default.

C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

A. The Licensee shall upon request provide to the City:

i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;

ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:

i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.

ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.

iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.

B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay

the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.

C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.

D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

A. This Agreement may be terminated for any of the following reasons:

i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.

ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.

iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.

iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement

beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:

i) Commercial general liability insurance in the minimum amount of $2,000,000 combined single limit per occurrence for bodily injury and property damage, $5,000,000 aggregate.

ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.

B. Insurance shall:

i) Be from a company rated at least A- by AM Best;

ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;

iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and

iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.

C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers, employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:

i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.

ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.

iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.

iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.

v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed

Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post- termination removal operations.

21. NOTICE.

A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Project Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.

C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.

B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not

unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.

C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.

C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution

Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

*[Signatures on the following pages.]*

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Brenda S. Fischer
City Manager

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____
Brian Mecum
Its: Area Vice President Network
Date: _____

EXHIBIT A

*(see attached)*

verizon wireless

# SITE NAME: PHO_ARROWHEAD-CROSSING_SC

## SITE PHOTO

### SHEET INDEX


- T-1 PROJECT INFORMATION AND DATA
- T-1 SURVEY
- T-1 SITE PLAN
- Z-2 ENLARGED SITE PLAN
- Z-3 SOUTH ELEVATION
- Z-4 WEST ELEVATION


### CLIENT

VERIZON WIRELESS
126 W. GEMINI DR.
TEMPE, ARIZONA, 85283
CONTACT: TERRY SKULA
PHONE: (602) 350-1027

### PROPERTY OWNER

CITY OF GLENDALE
6850 W GLENDALE AVE
GLENDALE, AZ 85301
CONTACT: MARK BIBSON
PHONE: (623) 930-3020

### SITE ACQUISITION

SMARTLINK, L.L.C.
605 W. KNOX ROAD, SUITE 210
TEMPE, AZ 85284
CONTACT: BRYAN SARGHI
PHONE: (602) 734-4373

### ARCHITECT

YOUNG DESIGN CORP.
10245 E. VIA LINDA, SUITE 211
SCOTTSDALE, ARIZONA, 85258
CONTACT: RONALD C. YOUNG
PHONE: (480) 451-9609
FAX: (480) 451-9608

### SURVEYOR

RLF CONSULTING
1835 E. 6TH STREET, SUITE 24
TEMPE, ARIZONA, 85281
CONTACT: RYAN FIDLER
PHONE: (480) 445-9199

### PROJECT DATA

| | |
|---|---|
| LESSEE: | VERIZON WIRELESS<br>126 W. GEMINI DR.<br>TEMPE, ARIZONA, 85283 |
| ZONING: | R-O/M (RIGHT-OF-WAY) |
| APN: | [illegible] |
| JURISDICTION: | CITY OF GLENDALE |
| BUILDING CODES: | 2012 I.R.C.<br>2011 N.E.C.<br>2012 I.M.C.<br>2012 I.F.C. |

### PROJECT DESCRIPTION

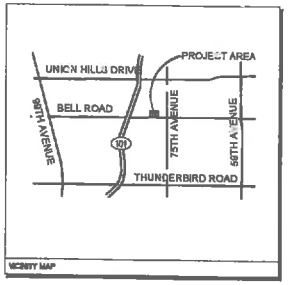
THE PROJECT CONSISTS OF THE INSTALLATION OF (2) ANTENNAS & (1) MICROWAVE DISH ON A REPLACEMENT STREET LIGHT POLE AND THE INSTALLATION OF A GROUND MOUNTED EQUIPMENT CABINET ON A PRE-CAST CONCRETE SLAB. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

### SITE COORDINATES

| | |
|---|---|
| LATITUDE: | 33° 38' 18.[illegible]" N |
| LONGITUDE: | 112° 13' 22.[illegible]" W |
| GROUND ELEVATION: | 1,205.6' A.M.S.L. |

### SITE DIRECTIONS

FROM VERIZON SITE IN TEMPE, HEAD WEST ON W. GEMINI DR TOWARD S. ASH AVE. TURN LEFT ONTO S. ASH AVE. TURN RIGHT ONTO W. GUADALUPE RD. TAKE THE 1ST RIGHT ONTO S. KYRENE RD. TURN LEFT ONTO W. SAGELINE RD. TURN RIGHT TO MERGE ONTO I-101 TOWARD PHOENIX / US-60 W. TAKE EXIT 133B TO MERGE ONTO AZ-101 LOOP N. TAKE EXIT 41 TOWARD BELL RD. KEEP RIGHT AT FORK, FOLLOW SIGNS FOR BELL RD E. MAKE A U-TURN AT 75TH AVE. SITE IS LOCATED ON THE NORTH SIDE OF BELL RD, JUST WEST OF 75TH AVE.




VICINITY MAP

NORTH

CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

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ARCHITECT
13101
RONALD C. YOUNG
9/30/14
ARIZONA, U.S.A.

EXP. 12/31/14

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PRELIMINARY UNLESS SIGNED

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 6/23/14 | SUBMITTAL |
| 2 | 6/30/14 | CITY COMMENTS |
| | | |
| | | |

ARCHITECTS JOB NO.
YDC-5956

PROJECT INFORMATION

PHO_ARROWHEAD-CROSSING_SC
SMALL CELL
7606 W BELL RD
GLENDALE, AZ 85308

SHEET TITLE
TITLE SHEET

JURISDICTION APPROVAL

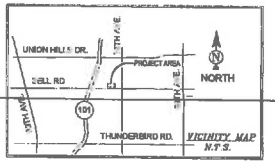
SHEET NUMBER
T-1

## SURVEYOR NOTES

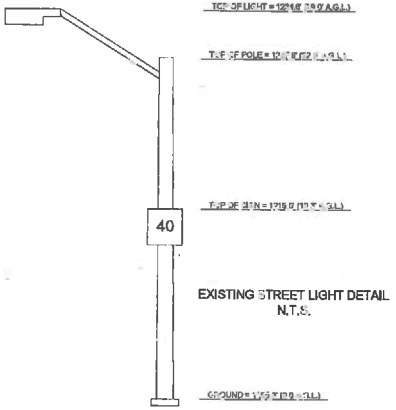
1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

## LESSOR'S LEGAL DESCRIPTION

CITY OF GLENDALE RIGHT-OF-WAY



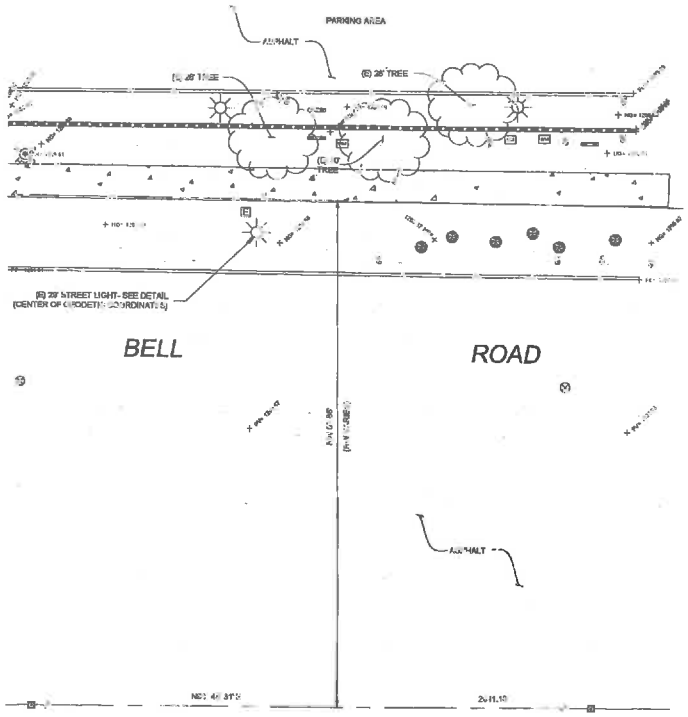

VICINITY MAP
N.T.S.




EXISTING STREET LIGHT DETAIL
N.T.S.

## POSITION OF GEODETIC COORDINATES

LATITUDE 33° 36' 16.304" NORTH (NAD83)
LONGITUDE 112° 13' 29.049" WEST (NAD83)
ELEVATION @ GROUND= 1295.5' (NAVD88)




## LEGEND

| | |
|---|---|
| NG | NATURAL GRADE |
| FC | FACE OF CURB |
| R/W | RIGHT OF WAY |
| PAV | ASPHALT |
| SW | SIDEWALK |
| CMU | CONCRETE MASONRY UNIT |
| C | CONCRETE |
| 1111.11 | SPOT ELEVATION |
| WM | WATER METER |
| WV | WATER CONTROL VALVE |
| FH | FIRE HYDRANT |
| SL | STREET LIGHT W/MAST |
| E | ELECTRICAL PULL BOX |
| | BREAKLINE |
| | POSITION OF GEODETIC COORDINATES |
| | PROPERTY LINE |
| | PROPERTY LINE (OTHER) |
| | CENTERLINE |
| | EASEMENT LINE |
| OHE | OVERHEAD ELECTRIC LINE |
| E | UNDERGROUND ELECTRIC LINE |
| T | UNDERGROUND TELECOMMUNICATIONS LINE |
| FO | UNDERGROUND FIBER OPTIC LINE |
| G | UNDERGROUND GAS LINE |
| SS | SANITARY SEWER LINE |
| W | WATER LINE |
| | TREE |
| | SHRUB |
| | PALM TREE |
| | CONCRETE |
| | GRASS |
| | DECOMPOSED GRANITE |

## PROJECT META DATA

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN *NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD'88)* ESTABLISHED FROM GPS DERIVED ELLIPTOID HEIGHTS. APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
2. BEARINGS SHOWED HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM *ARIZONA STATE PLANE COORDINATE ZONE CENTRAL*, DETERMINED BY GPS OBSERVATIONS.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 04/03/14.

NORTH
10° 41'
MAGNETIC
DECLINATION

GRAPHIC SCALE

10 0 5 10 20 40

( IN FEET )
1 inch = 10 ft.

EXPIRES 03/31/15

verizonwireless
126 W. GEMINI DR.
TEMPE, AZ 85283

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9605 fax 480 451 9608
e mail: corp@ydcoffice.com

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| | |
|---|---|
| FIELD BY: | JMM |
| DRAWN BY: | RJD |
| CHECKED BY: | RLF |

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 06/09/14 | PRELIMINARY |

rlf Consulting, llc
Land Surveying & Mapping Solutions
1675 East 6th Street, Suite 7C
Tempe, AZ 85281
p. 480.445.9101 | f. 480.445.9102
www.rlfconsulting.com

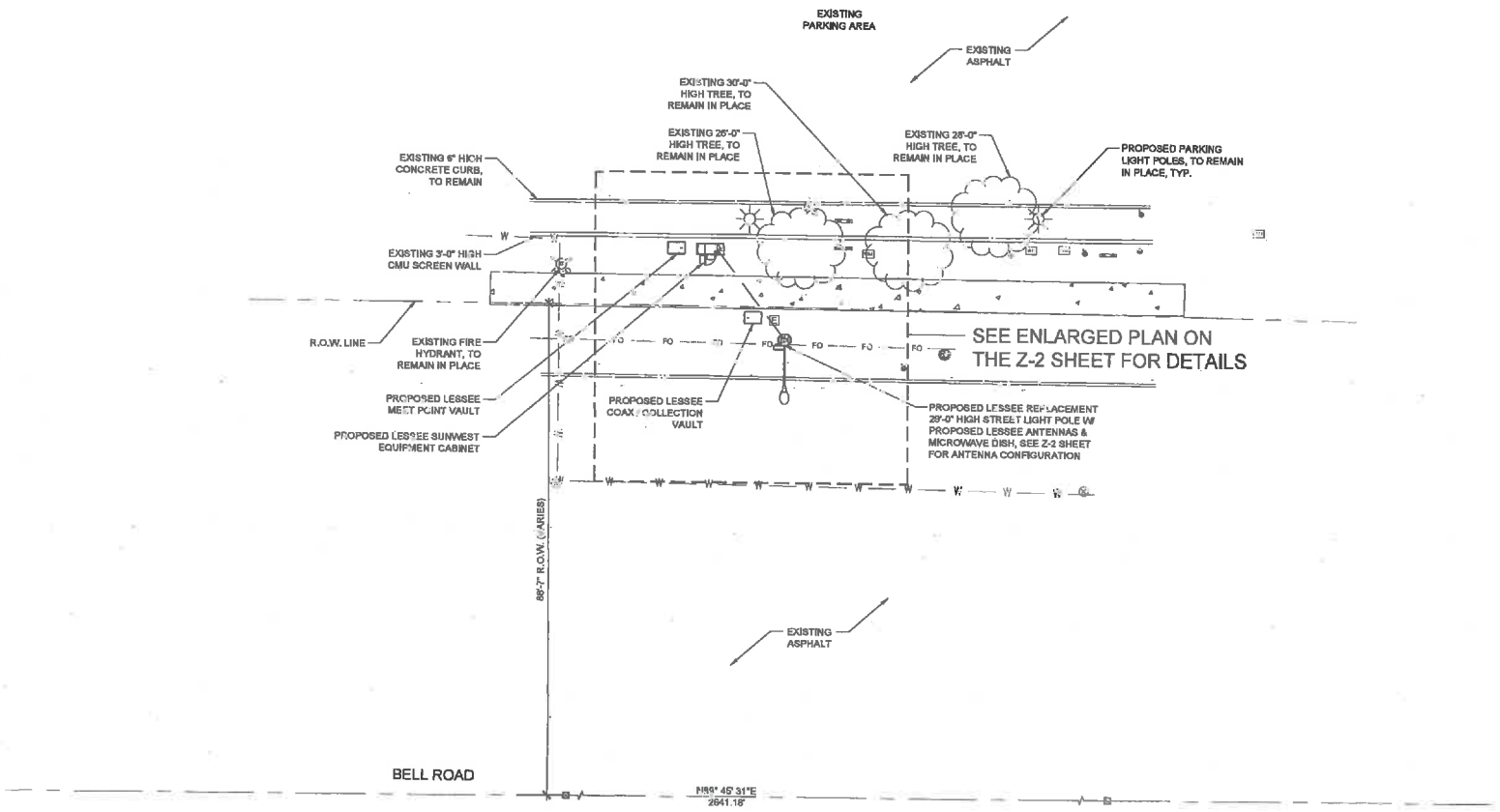
PROJECT No.
09006648

SITE NAME:
PHO_ARROWHEAD-CROSSING_SC

SITE ADDRESS:
7606 W BELL RD
GLENDALE, AZ 85308

SHEET TITLE:
SITE SURVEY

| SHEET NO. | REVISION: |
|---|---|
| LS-1 | |




NORTH

1 / Z-1 SITE PLAN

SCALE: 1" = 10'-0"

0 5' 10' 20'

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

PLANS PREPARED BY

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RONALD C. YOUNG

EXP. 12/31/14

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| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 6/23/14 | SUBMITTAL |
| 2 | 6/30/14 | CITY COMMENTS |
| | | |
| | | |

ARCHITECTS JOB NO.
YDC-5956

PROJECT INFORMATION

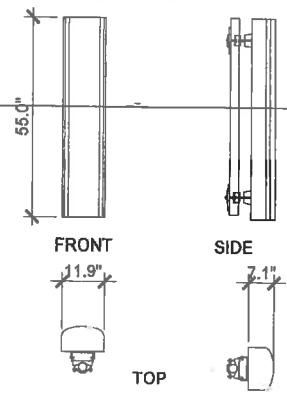
PHO_ARROWHEAD-CROSSING_SC
SMALL CELL

7606 W BELL RD
GLENDALE, AZ 85308

SHEET TITLE
SITE PLAN

JURISDICTION APPROVAL

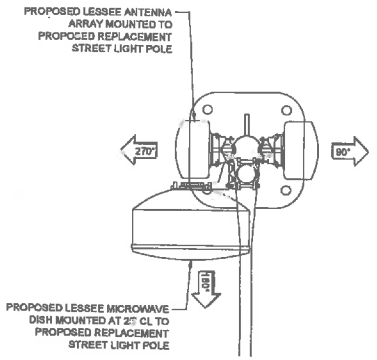
SHEET NUMBER
Z-1



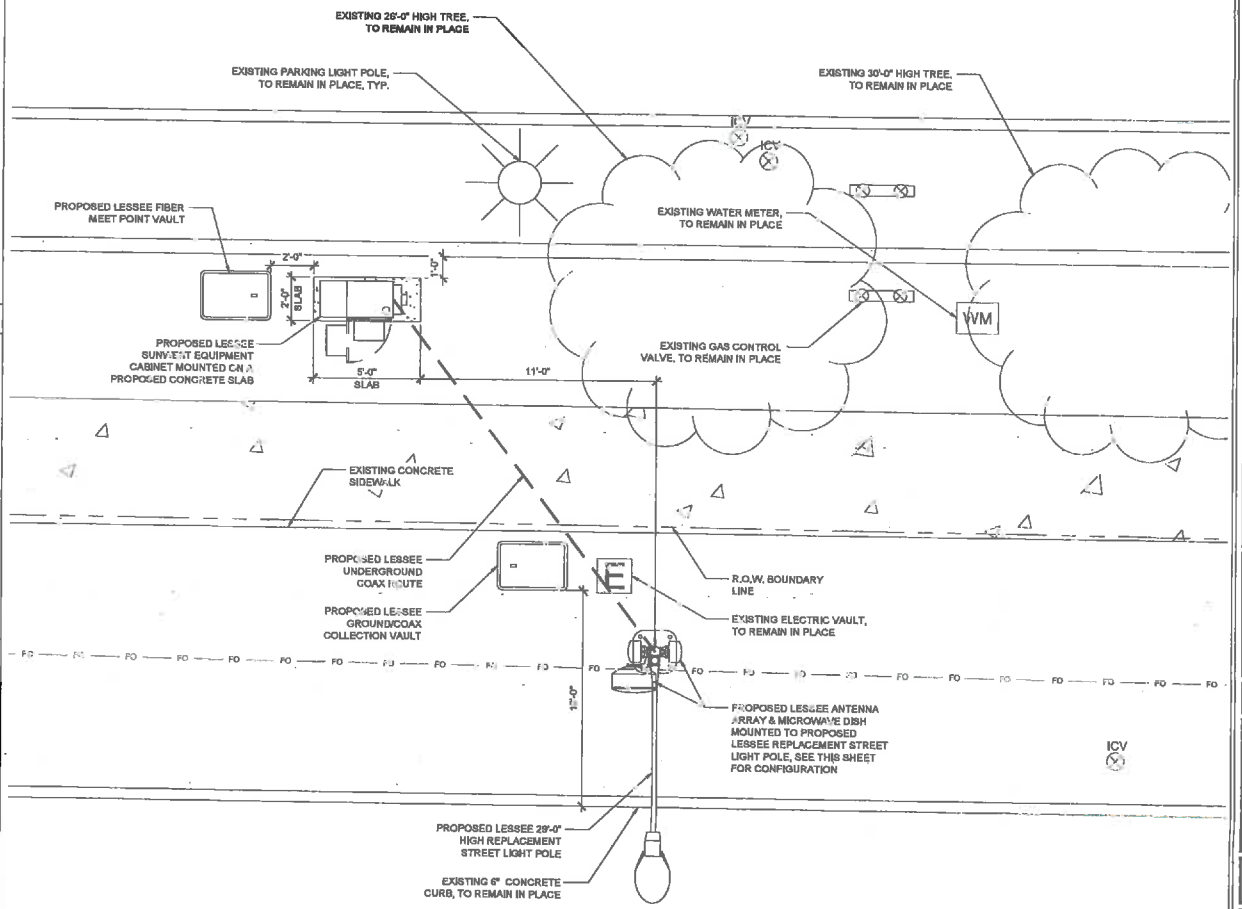

PROPOSED ANTENNA DETAIL | 4

| COAXIAL CABLE TABLE | | | | | |
|---|---|---|---|---|---|
| SECTOR | AZIMUTH | LENGTH | NO. | SIZE | TYPE |
| ALPHA | 90° | ±29'-0" | 2 | [illegible] | T.B.D. |
| BETA | [illegible] | [illegible] | 2 | [illegible] | T.B.D. |
| MW | [illegible] | ±33'-0" | 2 | [illegible] | [illegible] |

COAX CABLE INFORMATION | 3




NEW ANTENNA CONFIGURATION | 2




NORTH

1 / Z-2 ENLARGED SITE PLAN

SCALE, 3/8" = 1'-0"

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

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19382 RONALD C. YOUNG

EXP. 12/31/14

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| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 6/23/14 | SUBMITTAL |
| 2 | 6/30/14 | CITY COMMENTS |

ARCHITECTS JOB NO.
YDC-5956

PROJECT INFORMATION

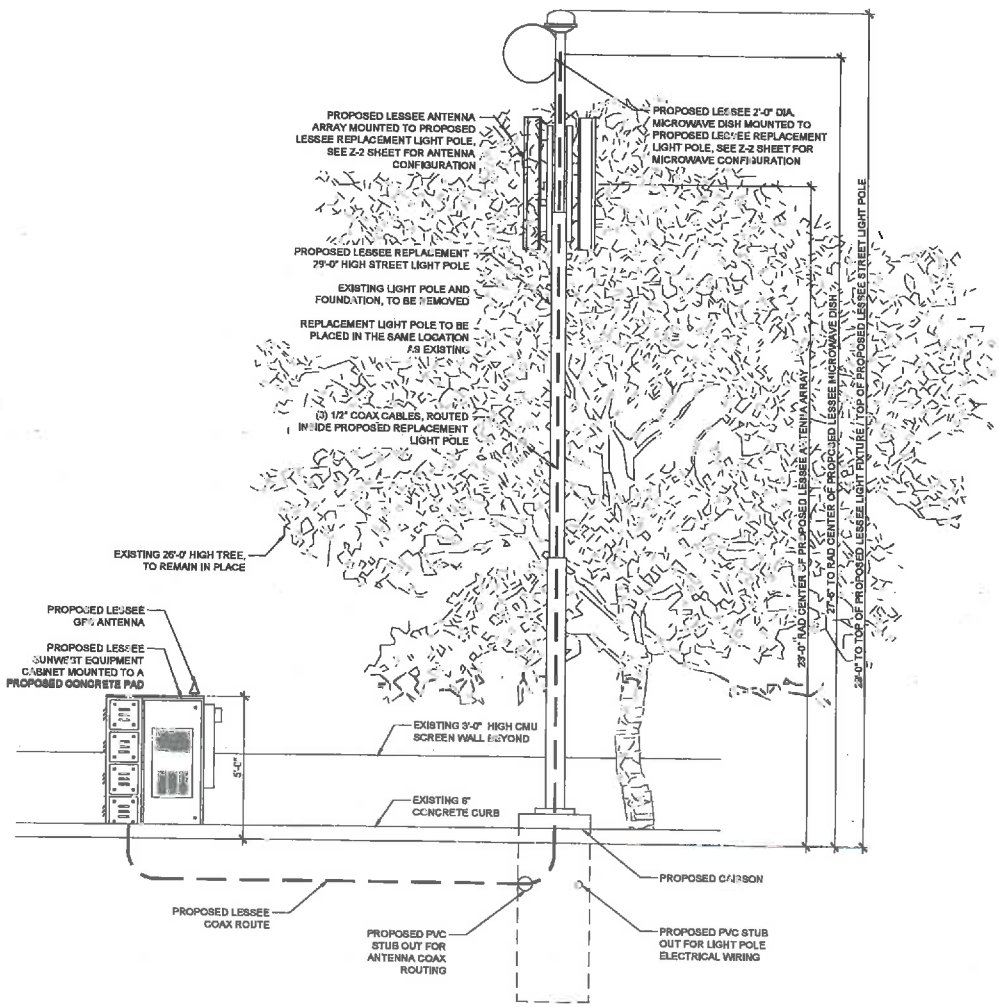
PHO_ARROWHEAD-CROSSING_SC
SMALL CELL

7606 W BELL RD
GLENDALE, AZ 85308

SHEET TITLE
ENLARGED SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER
Z-2




1 / Z-3 SOUTH ELEVATION

SCALE: 1/2" = 1'-0"

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

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RONALD C YOUNG
EXP. 12/01/14

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|---|---|---|
| 1 | 6/23/14 | SUBMITTAL |
| 2 | 6/30/14 | CITY COMMENTS |
| | | |
| | | |

ARCHITECTS JOB NO.
YDC-5956

PROJECT INFORMATION

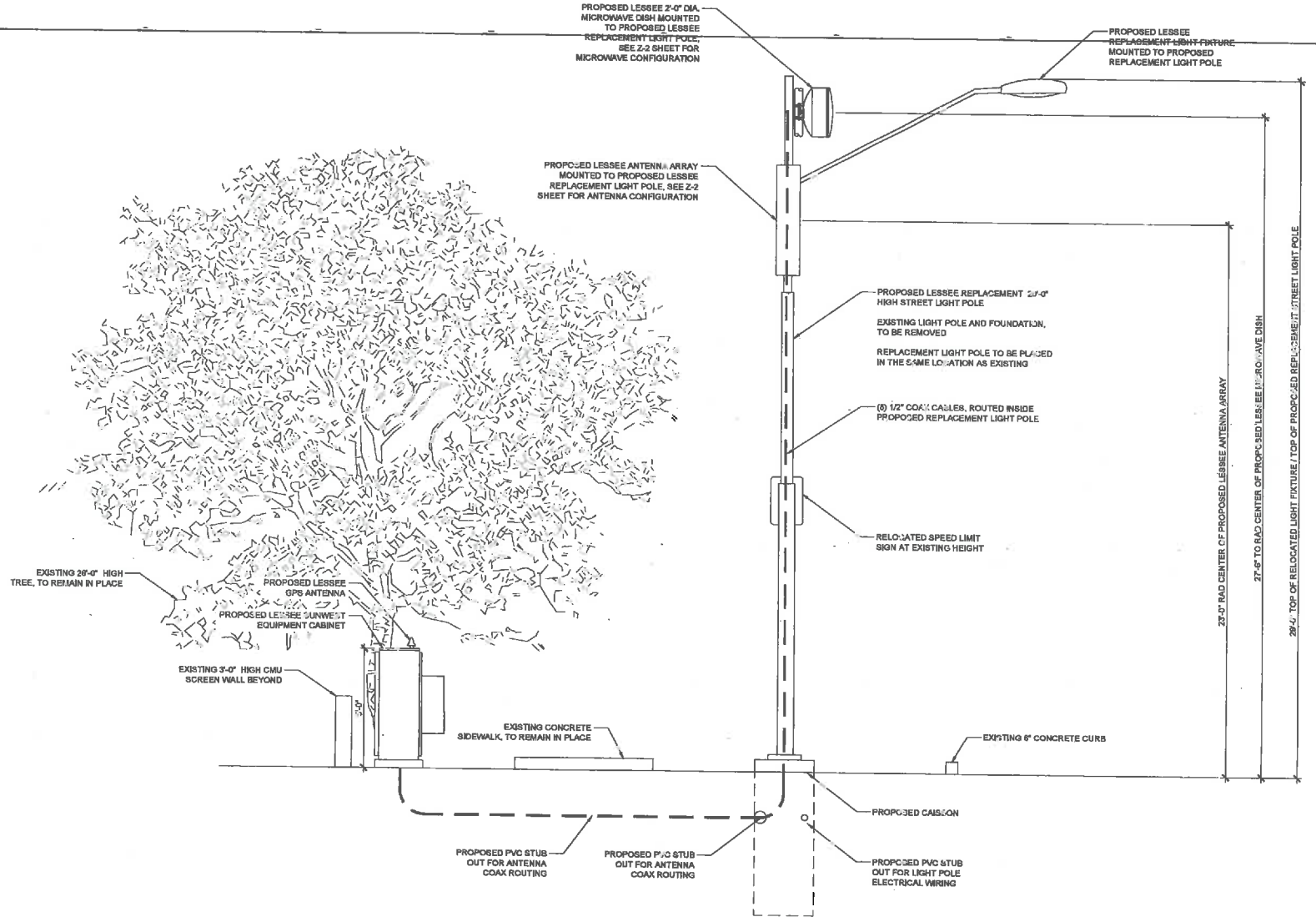
PHO_ARROWHEAD-CROSSING_SC
SMALL CELL

7606 W BELL RD
GLENDALE, AZ 85308

SHEET TITLE
SOUTH ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER
Z-3




CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

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| 2 | 6/30/14 | CITY COMMENTS |
| | | |
| | | |

ARCHITECT'S JOB NO
YDC-5958

PROJECT INFORMATION

PHO_ARROWHEAD-CROSSING_SC
SMALL CELL

7606 W BELL RD
GLENDALE, AZ 85308

SHEET TITLE

WEST ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER

Z-4

LOOKING NORTH

**PHO_ARROWHEAD-CROSSING SC**
7606 BELL ROAD
GLENDALE, AZ 85308

EXISTING VIEW -

PHOTOGRAPHIC SIMULATION -

verizonwireless

young design corp
architecture project management

YOUNG DESIGN CORP. - 10245 E. VIA LINDA, STE. 211
SCOTTSDALE, AZ 85258 - (480) 451-9609

PROPOSED INSTALLATION OF LESSEE ANTENNA ARRAY AND MICROWAVE DISH MOUNTED TO 29' REPLACEMENT UTILITY POLE. ADDITION OF SUNWEST EQUIPMENT CABINET.

**File #:** 14-331, **Version:** 1

**AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 17530 NORTH 75TH AVENUE**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city streetlight within public right-of-way located at 17530 North 75th Avenue.

**Background**

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to acquire and install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

**Analysis**

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and is being charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.

**Community Benefit/Public Involvement**

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

**Budget and Financial Impacts**

The revenue generated from this agreement during the first 10-years of the associated licenses, including the 3% annual increase is projected at $40,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 4880 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LICENSE AGREEMENT WITH VERIZON WIRELESS LLC, DBA VERIZON WIRELESS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF A SMALL CELL WIRELESS COMMUNICATIONS FACILITY LOCATED WITHIN PUBLIC RIGHT-OF-WAY AT 17530 NORTH 75TH AVENUE IN GLENDALE, ARIZONA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager or her designee is hereby authorized to execute and deliver a Communications Site License Agreement with Verizon Wireless (VAW) LLC, dba Verizon Wireless, for the purpose of installation and maintenance of a small cell wireless communications facility located within public right-of-way at 17530 N. 75th Avenue in Glendale, Arizona. Said license agreement is now on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

l_verizon_17350 75

**STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE AGREEMENTS**

| Category 1-DAS with antenna(s) mounted on an existing vertical element or pole. | | | |
|---|---|---|---|
| Cubic feet/ground equipment | Antenna base fee | Equipment base fee | Total annual fee |
| 1-50 | Included | Included | $3,368 |
| 51-200 | $3,368 | $6,271 | $9,639 |
| 201-300 | $3,368 | $9,390 | $12,758 |
| 301-400 | $3,368 | $12,493 | $15,861 |
| 401 or more | $3,368 | $15,649 | $19,017 |
| Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available. | | | |
| Cubic feet/ground equipment | Antenna base fee | Equipment base fee | Total annual fee |
| 1-50 | Included | Included | $3,564 |
| 51-200 | $3,564 | $6,271 | $9,835 |
| 201-300 | $3,564 | $9,390 | $12,954 |
| 301-400 | $3,564 | $12,493 | $16,057 |
| 401 or more | $3,564 | $15,649 | $19,213 |
| Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance. | | | |
| Cubic feet/ground equipment | Antenna base fee | Equipment base fee | Total annual fee |
| 1-50 | Included | Included | $4,810 |
| 51-200 | $4,810 | $6,271 | $11,081 |
| 201-300 | $4,810 | $9,390 | $14,200 |
| 301-400 | $4,810 | $12,493 | $17,303 |
| 401 or more | $4,810 | $15,649 | $20,459 |

**COMMUNICATIONS SITE LICENSE AGREEMENT FOR VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS, IN CITY OF GLENDALE RIGHT-OF-WAY**

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way ("Agreement") is executed to be effective this ___day of _____, 2014 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless ("Licensee").

RECITALS

A. The City is the owner of certain right-of-way located in the City ("Licensed Area"), as more particularly described in the attached Exhibit A.

B. Licensee desires to install, maintain and operate a "small cell" wireless communications facility ("Small Cell") in the City's right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee's Small Cell facilities as shown in Exhibit A (collectively, the "Facilities").

C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 17530 North 75th Avenue, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to

the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.

B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth ($10^{th}$) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.

C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.

D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of $3,368.00 for one (1) street light attachment, including ground equipment with a "footprint" of up to fifty (50) cubic feet, for Licensee's Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof ("Pole Attachment Fee").

B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.

C. The "Commencement Date" shall be defined as the first day of the month immediately following the Effective Date of this Agreement. Licensee shall pay all fees due for the current year in advance on the first business day of each month. If the Effective Date is not on the first day of a month, the Licensee's fees will be prorated accordingly. The first installment of the annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual installments paid on or before the first day of the applicable month.

D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City's Community Development Fee Schedule.

F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.

B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City's prior written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.

D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.

E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.

F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.

G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.

H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably

cooperate with Licensee to ensure that Licensee's use and operation of the Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):

i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;

ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;

iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;

v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;

vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;

vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and

viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;

iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;

iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;

v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;

vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;

vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;

viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to

review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;

x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and

xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.

B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City

may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

12. ASSIGNMENT.

A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.

B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City

shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars ($2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.

B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:

i) Any Rent, including Base Rent, or other sum in default;

ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and

iii) Any expense, loss, or damage that City may suffer because of Licensee's default.

C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

A. The Licensee shall upon request provide to the City:

i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;

ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:

i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.

ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.

iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.

B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.

C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.

D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

A. This Agreement may be terminated for any of the following reasons:

i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.

ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.

iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.

iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as

"Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:

i) Commercial general liability insurance in the minimum amount of $2,000,000 combined single limit per occurrence for bodily injury and property damage, $5,000,000 aggregate.

ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.

B. Insurance shall:

i) Be from a company rated at least A- by AM Best;

ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;

iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and

iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.

C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers, employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:

i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.

ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.

iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.

iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.

v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post- termination removal operations.

21. NOTICE.

A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Project Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.

C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area

under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.

B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.

C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.

C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing

herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

[*Signatures on the following pages.*]

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Brenda S. Fischer
City Manager

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____
Brian Mecum
Its: Area Vice President Network
Date: _____

EXHIBIT A

*(see attached)*

**PHO_ARROWHEAD-CROSSING 2 SC**
17530 N. 75TH AVENUE
GLENDALE, AZ 85308

LOOKING WEST

EXISTING VIEW -

PHOTOGRAPHIC SIMULATION -

PROPOSED INSTALLATION OF LESSEE ANTENNA ARRAY AND MICROWAVE DISH MOUNTED TO 29' REPLACEMENT UTILITY POLE. ADDITION OF LOW-PROFILE SUNWEST EQUIPMENT CABINET, WITH PERFORATED SHEET METAL SCREENING.

verizonwireless

young design corp
architecture project management

YOUNG DESIGN CORP. - 10245 E. VIA LINDA, STE. 211
SCOTTSDALE, AZ 85258 - (480) 451-9609

verizon wireless

# SITE NAME: PHO_ARROWHEAD-CROSSING_2_SC

SITE PHOTO

**SHEET INDEX**


- T-1 PROJECT INFORMATION AND DATA
- L-1 SURVEY
- Z-1 SITE PLAN
- Z-2 ENLARGED SITE PLAN
- Z-3 EAST ELEVATION
- Z-4 SOUTH ELEVATION
- Z-5 DETAILS
- Z-6 DETAILS


**CLIENT**

VERIZON WIRELESS
126 W. GEMINI DR.
TEMPE, ARIZONA, 85283
CONTACT: TERRY SKULA
PHONE: (602) 350-1007

**PROPERTY OWNER**

CITY OF GLENDALE
5850 W GLENDALE AVE
GLENDALE, AZ 85301
CONTACT: MARK GIBSON
PHONE: (623) 930-[illegible]

**SITE ACQUISITION**

SMARTLINK, L.L.C.
605 W. KNOX ROAD, STE 2[illegible]
TEMPE, AZ 85284
CONTACT: BRYAN [illegible]
PHONE: (480) [illegible]

**ARCHITECT**

YOUNG DESIGN CORP.
10245 E. VIA LINDA, SUITE 211
SCOTTSDALE, ARIZONA, 8526[illegible]
CONTACT: RONALD C. YOUNG
PHONE: (480) 451-86[illegible]
FAX: (480) 451-8606

**SURVEYOR**

RLF CONSULTING
18[illegible] E. 6TH STREET, SUITE 24
TEMPE, ARIZONA 85281
CONTACT: [illegible] FIDLER
PHONE: (480) 445-9189

**PROJECT DATA**

| | |
|---|---|
| LEASE | VERIZON WIRELESS<br>126 W. GEMINI DR.<br>TEMPE, ARIZONA, 85283 |
| ZONING | R.O.W. (RIGHT OF WAY) |
| APN | N/A |
| JURISDICTION | CITY OF GLENDALE |
| BUILDING CODES | 2012 I.B.C.<br>2011 N.E.C.<br>2012 I.M.C.<br>2012 I.F.C. |

**PROJECT DESCRIPTION**

THE PROJECT CONSISTS OF THE INSTALLATION OF (3) ANTENNAS & (1) MICROWAVE DISH ON A REPLACEMENT STREET LIGHT POLE AND THE INSTALLATION OF A GROUND MOUNTED EQUIPMENT CABINET ON A PRE-CAST CONCRETE SLAB WITH A PERFORATED SHEET METAL SCREENING WALL. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

**SITE COORDINATES**

| | |
|---|---|
| LATITUDE | 33° 36' 2[illegible].414" N |
| LONGITUDE | 112° 13' 13.[illegible]" W |
| GROUND ELEVATION | 1,211.7 A.M.S.L. |

**SITE DIRECTIONS**

FROM VERIZON SITE IN TEMPE, HEAD WEST ON W. GEMINI DR TOWARD [illegible] AVE. TURN LEFT ONTO [illegible] ASH AVE. TURN RIGHT ONTO [illegible] GUADALUPE RD. TAKE THE 1ST RIGHT ONTO [illegible] KYRENE RD. TURN LEFT ONTO [illegible] BASELINE RD. TURN RIGHT TO MERGE ONTO I-10 W TOWARD PHOENIX / US-60 W. TAKE EXIT 133B TO MERGE ONTO AZ-101 LOOP N. TAKE EXIT 41 TOWARD BELL RD. KEEP RIGHT AT FORK. FOLLOW SIGNS FOR BELL RD E. TURN LEFT ONTO 75TH AVE. SITE IS LOCATED ON THE WEST SIDE OF 75TH AVE. JUST NORTH OF BELL RD.

VICINITY MAP

NORTH

CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

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PRELIMINARY FOR REVIEW ONLY

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 8/27/2014 | PRELIMINARY REVIEW |
| 2 | 8/27/2014 | RF COMMENTS |
| 3 | 9/3/2014 | CITY COMMENTS |

ARCHITECTS JOB NO.
YDC-5957

PROJECT INFORMATION

PHO_ARROWHEAD-CROSSING_2_SC
SMALL CELL
17530 N 75TH AVE
GLENDALE, AZ 85308

SHEET TITLE
TITLE SHEET

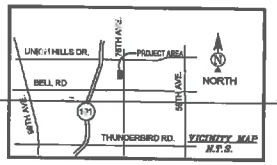
JURISDICTION APPROVAL

SHEET NUMBER
T-1

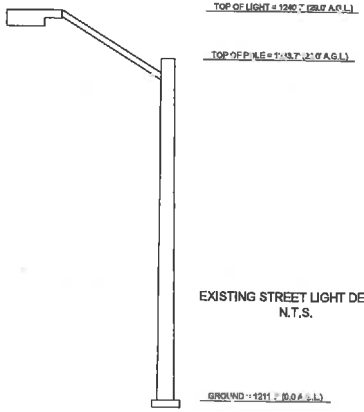
**SURVEYOR NOTES**

1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

**LESSOR'S LEGAL DESCRIPTION**
CITY OF PEORIA RIGHT-OF-WAY

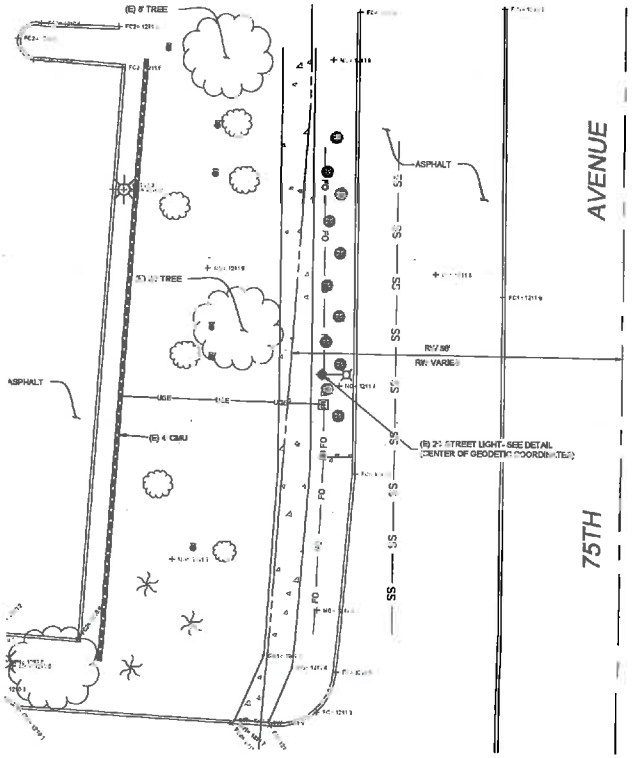


VICINITY MAP
N.T.S.



EXISTING STREET LIGHT DETAIL
N.T.S.

**POSITION OF GEODETIC COORDINATES**
LATITUDE 33° 33' 19.44" NORTH (NAD83)
LONGITUDE 112° 13' 13.568" WEST (NAD83)
ELEVATION @ GROUND= 1211.7' (NAVD88)




**LEGEND**

| | |
|---|---|
| NG | NATURAL GRADE |
| FC | FACE OF CURB |
| R/W | RIGHT OF WAY |
| | ASPHALT |
| S/W | SIDEWALK |
| CMU | CONCRETE MASONRY UNIT |
| C | CONCRETE |
| | SPOT ELEVATION |
| WM | WATER METER |
| WV | WATER CONTROL VALVE |
| W | FIRE HYDRANT |
| | STREET LIGHT W/MAST |
| EB | ELECTRICAL PULL BOX |
| | BREAKLINE |
| | POSITION OF GEODETIC COORDINATES |
| | PROPERTY LINE |
| | PROPERTY LINE (OTHER) |
| | CENTERLINE |
| | EASEMENT LINE |
| OHP | OVERHEAD ELECTRIC LINE |
| E | UG ELECTRIC LINE |
| T | UG TELECOMMUNICATIONS LINE |
| FO | UG FIBER OPTIC LINE |
| G | UG GAS LINE |
| SS | SANITARY SEWER LINE |
| W | WATER LINE |
| | TREE |
| | SHRUB |
| | PALM TREE |
| | CONCRETE |
| | GRASS |
| | DECOMPOSED GRANITE |

**PROJECT META DATA**

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 09 ELEVATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
2. BEARINGS SHOWED HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM, ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 08/03/14.

NORTH
10° 41'
MAGNETIC
DECLINATION

GRAPHIC SCALE
10 0 5 10 20 40
( IN FEET )
1 inch = 10 ft

RYAN L. FISLER
EXPIRES 03/31/15

verizonwireless
126 W. GEMINI DR.
TEMPE, AZ 85283


pung design corp
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| | |
|---|---|
| FIELD BY: | JMM |
| DRAWN BY: | RJG |
| CHECKED BY: | RLF |

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 08/10/14 | PRELIMINARY |


rlf Consulting, llc
Land Survey & Mapping Solutions
1031 East 6th Street, Suite 24
Tempe, AZ 85281
p 480.967.9189 | f 480.447.1185
www.rlfconsulting.com

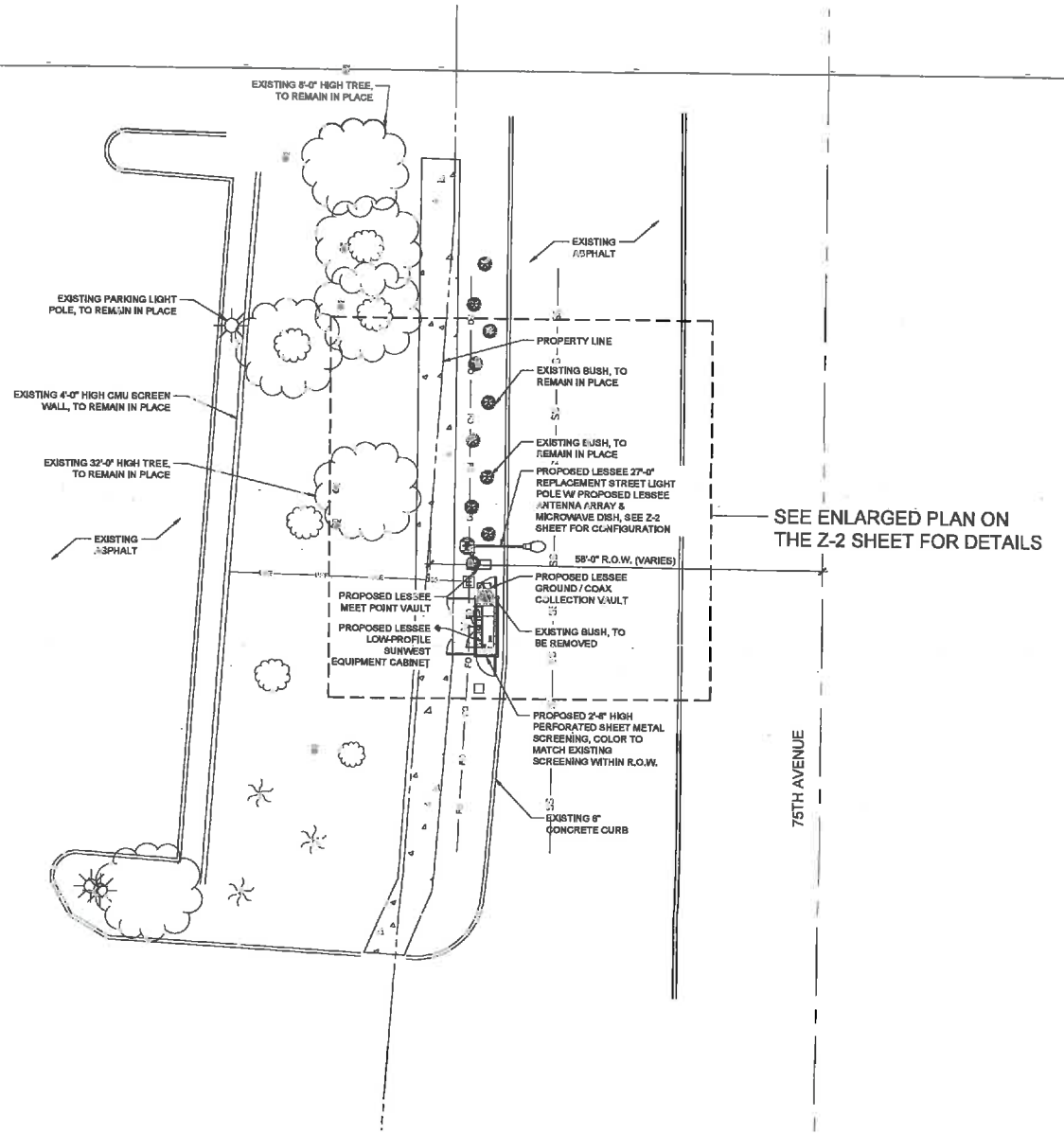

PROJECT No.
09006649

SITE NAME:
PHO_ARROWHEAD_CROSSING_2

SITE ADDRESS:
17530 N. 75TH AVE.
GLENDALE, AZ 85308

SHEET TITLE:
SITE SURVEY

| SHEET NO. | REVISION: |
|---|---|
| LS-1 | |

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126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

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|---|---|---|
| 1 | 8/27/2014 | PRELIMINARY REVIEW |
| 2 | 8/27/2014 | RF COMMENTS |
| 3 | 9/3/2014 | CITY COMMENTS |
| | | |

ARCHITECTS JOB NO
YDC-5957

PROJECT INFORMATION

PHO_ARROWHEAD-CROSSING_2_SC
SMALL CELL

17530 N 75TH AVE
GLENDALE, AZ 85308

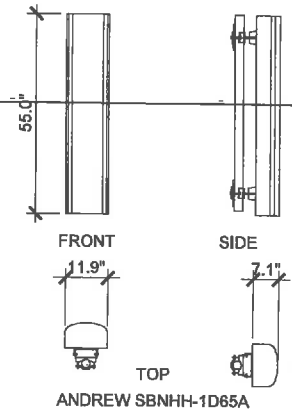
SHEET TITLE

SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER

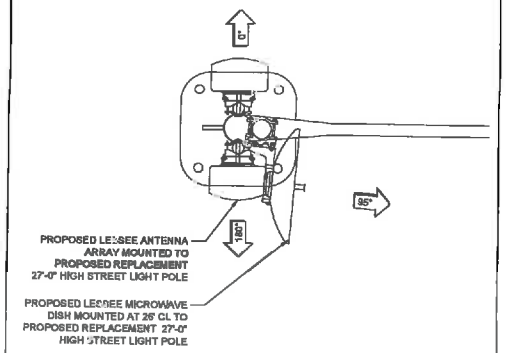
Z-1



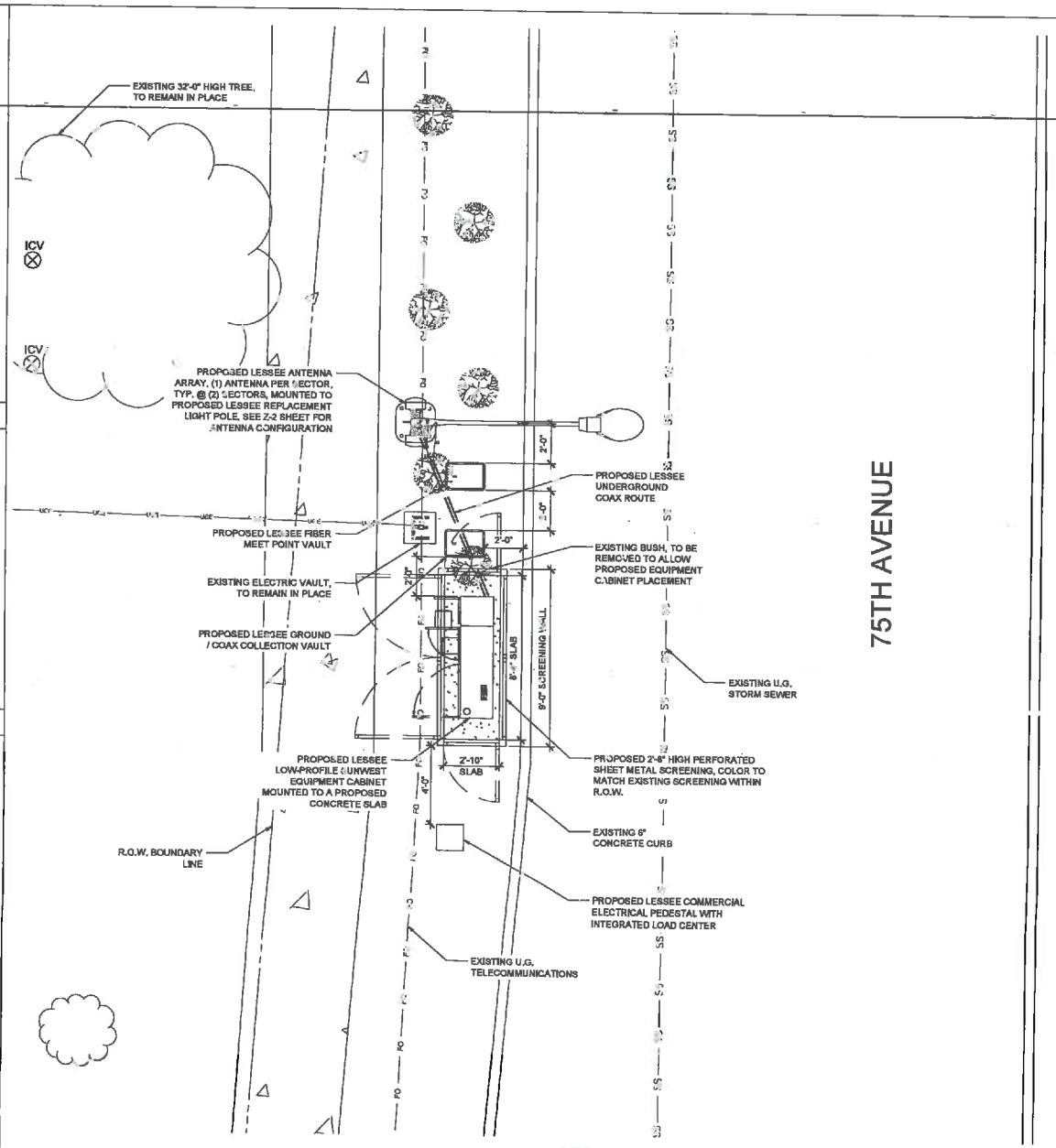

PROPOSED ANTENNA DETAIL | 4

| COAXIAL CABLE TABLE | | | | | |
|---|---|---|---|---|---|
| SECTOR | AZIMUTH | LENGTH | NO. | SIZE | TYPE |
| ALPHA | 0° | ± [illegible]-0" | 4 | [illegible] | T.B.D. |
| BETA | 180° | ± 36'-0" | 4 | 1/2" | T.B.D. |
| MW | 95° | ± [illegible]-0" | 1 | [illegible] | [illegible] |

COAX CABLE INFORMATION | 3




NEW ANTENNA CONFIGURATION | 2

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verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

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e mail: corporate@ydcoffice.com

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| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 8/27/2014 | PRELIMINARY REVIEW |
| 2 | 8/27/2014 | RF COMMENTS |
| 3 | 9/[illegible]/2014 | CITY COMMENTS |

ARCHITECTS JOB NO.
YDC-5957

PROJECT INFORMATION

PHO_ARROWHEAD-CROSSING_2_SC
SMALL CELL

17530 N 75TH AVE
GLENDALE, AZ 85308

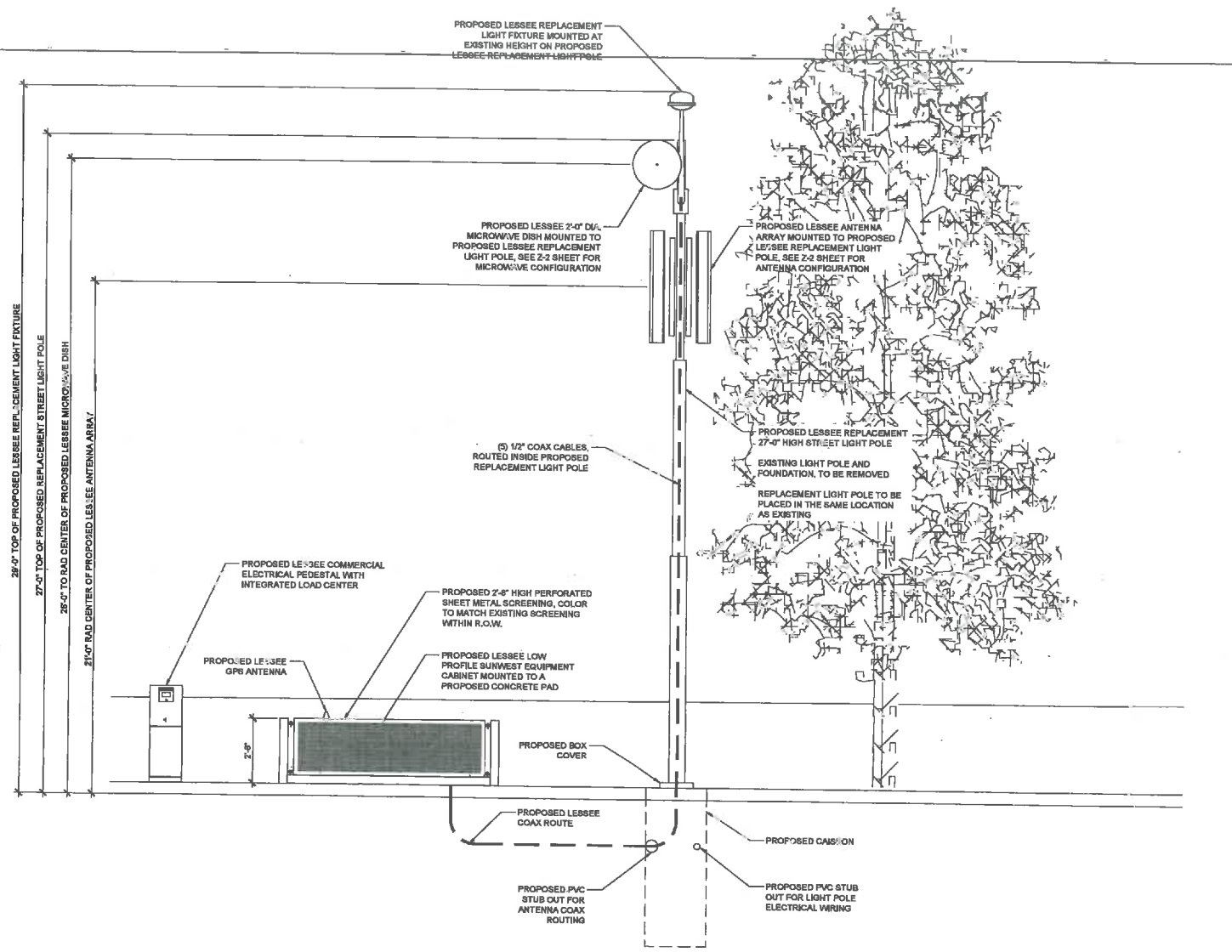
SHEET TITLE

ENLARGED SITE PLAN

JURISDICTION APPROVAL

SHEET NUMBER

Z-2




CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

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| 1 | 8/27/2014 | PRELIMINARY REVIEW |
| 2 | 8/27/2014 | RF COMMENTS |
| 3 | 9/3/2014 | CITY COMMENTS |

ARCHITECTS JOB NO
YDC-5957

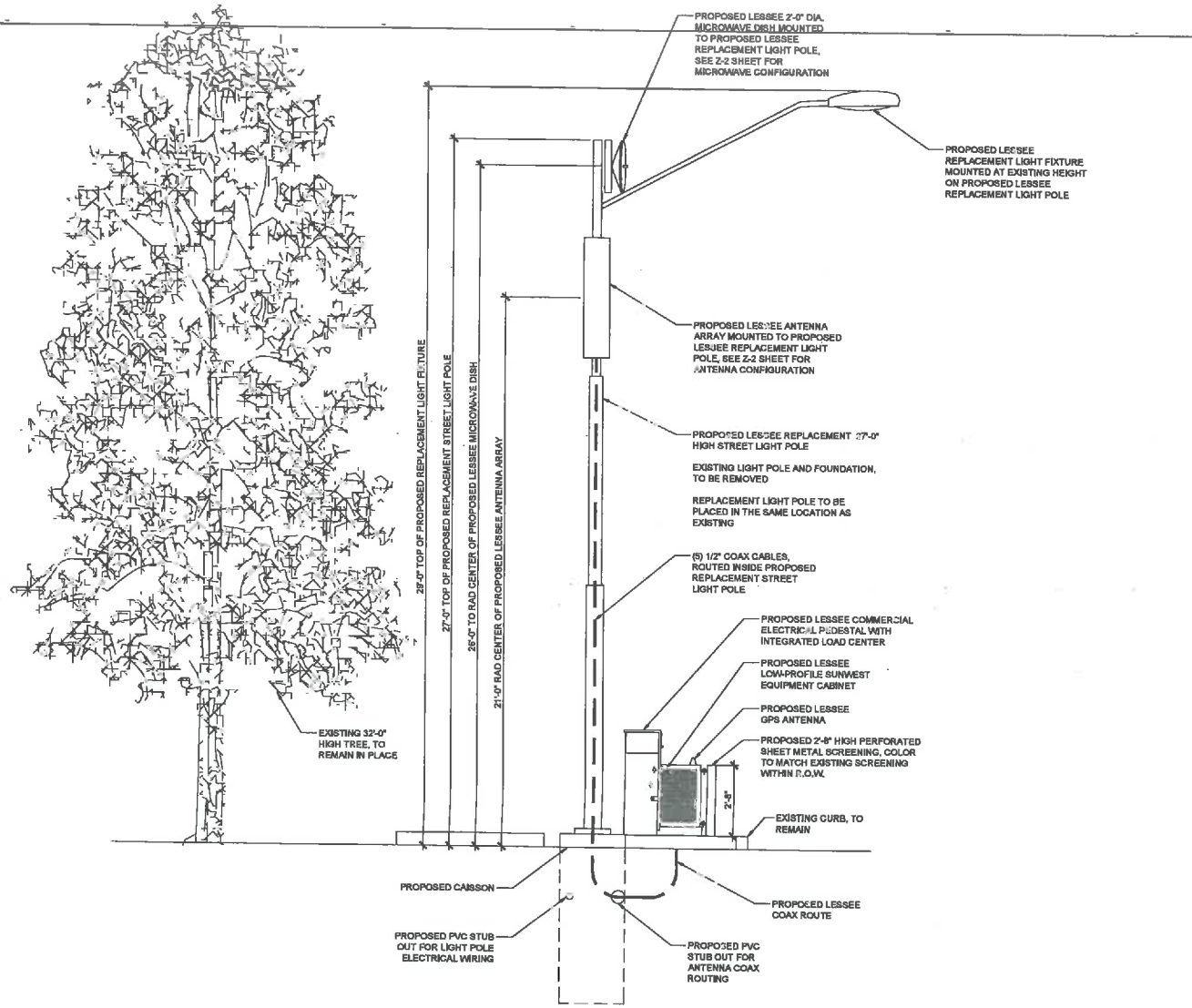
PROJECT INFORMATION

PHO_ARROWHEAD-CROSSING_2_SC
SMALL CELL
17530 N 75TH AVE
GLENDALE, AZ 85308

SHEET TITLE
EAST ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER
Z-3




1 Z-4 SOUTH ELEVATION

SCALE: 1/2" = 1'-0"

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126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

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|---|---|---|
| 1 | 8/27/2014 | PRELIMINARY REVIEW |
| 2 | 8/27/2014 | RF COMMENTS |
| 3 | 9/3/2014 | CITY COMMENTS |
| | | |

ARCHITECTS JOB NO.
YDC-5957

PROJECT INFORMATION

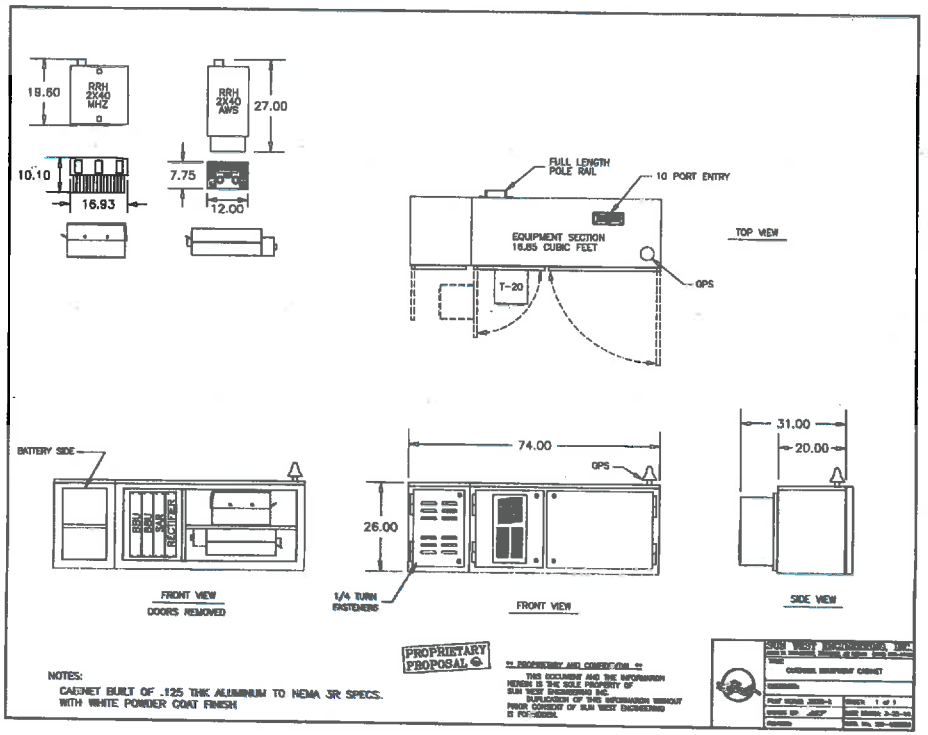
PHO_ARROWHEAD-CROSSING_2_SC
SMALL CELL

17530 N 75TH AVE
GLENDALE, AZ 85308

SHEET TITLE
SOUTH ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER
Z-4




1 / Z-5 CABINET DETAILS

SCALE: N.T.S.

CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

PLANS PREPARED BY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| 3 | 9/3/2014 | CITY COMMENTS |

ARCHITECTS JOB NO.
YDC-5957

PROJECT INFORMATION

PHO_ARROWHEAD-CROSSING_2_SC
SMALL CELL

17530 N 75TH AVE
GLENDALE, AZ 85308

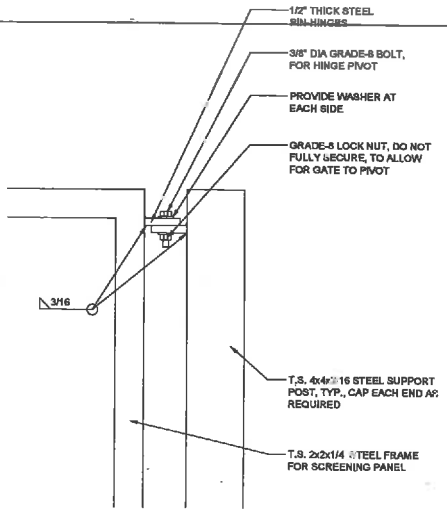
SHEET TITLE
DETAILS

JURISDICTION APPROVAL

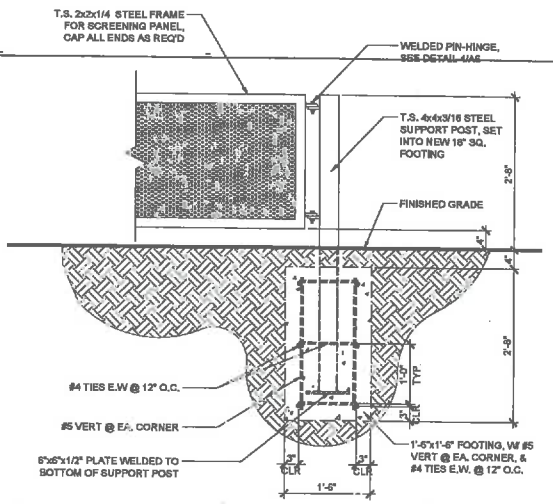
SHEET NUMBER
Z-5

NOT USED | 5

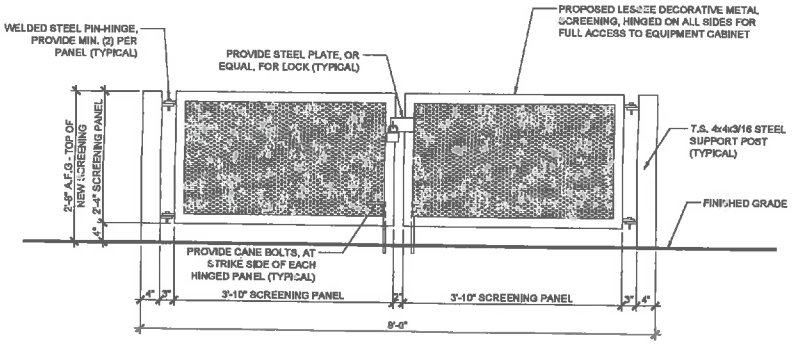
HINGE DETAIL | 4



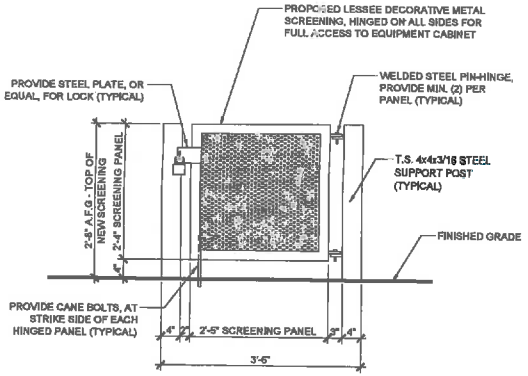

CORNER POST DETAIL | 3




SCREENING ELEVATION DETAILS - FRONT & REAR VIEW | 2




SCREENING ELEVATION DETAILS - SIDE VIEW | 1




CLIENT

verizon wireless

126 W. GEMINI DR.
TEMPE, AZ 85283

| INTERNAL REVIEW | DATE |
|---|---|
| CONSTRUCTION SIGNATURE | |
| RF SIGNATURE | |
| FACILITIES SIGNATURE | |
| REAL ESTATE SIGNATURE | |

PLANS PREPARED BY

young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9508
e mail: corporate@ydcoffice.com

SEAL

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PRELIMINARY FOR REVIEW ONLY

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 8/27/2014 | PRELIMINARY REVIEW |
| 2 | 8/27/2014 | RF COMMENTS. |
| 3 | 9/3/2014 | CITY COMMENTS |

ARCHITECTS JOB NO.
YDC-5957

PROJECT INFORMATION

PHO_ARROWHEAD-CROSSING_2_SC
SMALL CELL
17530 N 75TH AVE
GLENDALE, AZ 85308

SHEET TITLE
SITE DETAILS

JURISDICTION APPROVAL

SHEET NUMBER
A-6

**File #:** 14-334, **Version:** 1

**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE GRAND CANYON STATE LOGO SIGNS PROGRAM**
Staff Contact: Jack Friedline, Director, Public Works

## Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) to allow ADOT to install and maintain "pathfinder" logo signs within Glendale's city limits as part of the Grand Canyon State Logo Signs Program.

## Background

Under the Grand Canyon State Logo Signs Program, businesses are able to lease space on signs owned and maintained by ADOT on which they place their business logos. These signs are located on freeways and let drivers know where they can exit and find those businesses.

The Grand Canyon State Logo Signs Program has been in existence for over 20 years. Previously, the program was only available in rural areas; however, in July 2013, the program was expanded to allow logo signs on urban freeways such as Loop 101. Until 2012, the program was managed by an outside contractor who retained all proceeds. ADOT now operates the program, and revenue is deposited into the State Highway Fund.

## Analysis

The federal Manual of Uniform Traffic Control Devices (MUTCD) provides guidelines for the Grand Canyon State Logo Signs Program. Per the MUTCD, program participation is limited to six categories of qualified businesses: Food, gas, lodging, 24-hour pharmacies, attractions and camping.

Any qualified business that wishes to lease logo sign space must be located within three miles of the freeway, and must be located on the exited road. In this case, only one sign is needed, which is located in ADOT's right-of-way at the exit ramp. The sign indicates to the driver the direction of travel to reach the business.

The program also allows a business located one more turn off the main roadway to participate, but this requires an additional "pathfinder" sign to be erected. These pathfinder signs will need to be placed in city right-of-way. In most cases, pathfinder signs only include one or two logos; however, in locations such as Westgate, where food and lodging businesses are clustered, up to four logos may be included on one sign, and more than one pathfinder sign may be necessary.

This IGA will allow ADOT to install these pathfinder signs in city right-of-way. ADOT will be responsible for all costs for fabrication, installation, maintenance and removal of the pathfinder signs located in city right-of-way. Transportation staff will review the locations of all requests before the signs are installed. This IGA also requires ADOT to obtain an annual blanket, no-fee right-of-way permit for the installation and maintenance of the pathfinder signs.

**Previous Related Council Action**

At the May 20, 2014 Council Workshop, ADOT and Transportation staff presented the Grand Canyon State Logo Signs Program. At that time, Council directed staff to work with ADOT on a process to locate the pathfinder signs in the city's right-of-way.

**Community Benefit/Public Involvement**

This program assists motorists in locating travel-related businesses near urban freeways.

Additional information regarding the Grand Canyon State Logo Sign Program can be found by visiting www.grandcanyonstatelogosigns.com <http://www.grandcanyonstatelogosigns.com>.

**Budget and Financial Impacts**

The minimal impact to the budget will be in staff review time of the sign location requests.



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RESOLUTION NO. 4881 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE GRAND CANYON STATE LOGO SIGNS PROJECT (JPA 14-0004472-I), FOR INSTALLATION AND MAINTENANCE OF PATHFINDER SIGNS WITHIN THE RIGHTS-OF-WAY IN GLENDALE, ARIZONA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the State of Arizona, Department of Transportation, for the Grand Canyon State Logo Signs Project (JPA 14-0004472-I) for installation and maintenance of pathfinder signs within the rights-of-way in Glendale, Arizona 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_adot_logo signs

ADOT CAR No.: IGA /JPA14-0004472-I
AG Contract No.: P001-2014002299
Project: Pathfinder Signs
Section: Within Glendale City Limits
**Federal-aid No.: N/A**
**ADOT Project No.: N/A**
**TIP/STIP No.: N/A**
**CFDA No.: 20.205 Highway Planning and Construction**
**Budget Source Item No.: N/A**

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF GLENDALE

**THIS AGREEMENT** is entered into this date _____, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as the "Parties".

## I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.

3. The State will, as part of the "Grand Canyon State Logo Signs Program", install and maintain "pathfinder" logo signs within Glendale City limits. As background, pathfinder signs are required in any circumstance when a qualified logo sign customer business is not on the exited street but is located on a cross-street and/or in the opinion of ADOT, is not readily visible to the motorist exiting the highway. In such circumstances, the Manual on Uniform Traffic Control Devices (MUTCD) guidelines require a smaller sign (pathfinder) to be placed at or near the intersection of the exited street and the cross street directing the motorist to the qualified business. The purpose of this Agreement is to detail the State's responsibilities for the installation and maintenance of the signs, and the City's review and approval responsibilities associated with the program, hereinafter referred to as the "Project". All work will be accomplished at the State's expense; funded through the, "Grand Canyon Logo Signs Program", the City assumes no financial responsibility for the Project.

4. The Parties hereto agree to and acknowledge the following conditions: 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.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

---

## II. SCOPE OF WORK

1. The State will:

a. Fabricate, install, maintain and remove all pathfinder signs at no cost to the City.

b. Submit for review and approval, to the City, all requests for installation of pathfinder signs on streets located within City limits based on requirements in the MUTCD and City standards. The City's standard submittal process shall be in accordance with Exhibit A.

c. Assume responsibility for the relocation, removal and/or replacement of pathfinder sign(s) and all costs associated with the relocation, removal and/or replacement.

d. Obtain from the City an annual blanket no-fee right-of-way permit for the installation and maintenance of the pathfinder sign(s).

2. The City will:

a. Review and approve the location for each pathfinder sign request submitted by the State, on streets located within City limits. The City reserves the right to limit the number of signs to be placed in the City.

b. Grant to the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all installation, relocation, removal or maintenance related activities for the Project via a blanket no-fee right-of-way permit obtained from the City.

## III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project or termination of this Agreement. All maintenance and removal obligations contained in this Agreement are perpetual unless or until the Agreement is terminated. This Agreement may be cancelled at any time, upon thirty (30) days written notice to the other party. If the program is cancelled by the State, the State shall, at their cost, remove all signs from City right-of-way and restore location to original condition. It is understood and agreed that, in the event the City cancels this Agreement, the State shall have no other obligation to continue with the Project.

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

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. To the extent applicable under law, the provisions set forth in Arizona Revised Statute §§ 35-214 and 35-215 shall apply to this Agreement.

6. 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 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding “Non-Discrimination”.

7. 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.

8. 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.

9. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

10. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

11. 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
Grand Canyon State Logo Signs
Attn: Win Holden, CEO
2039 West Lewis Avenue
Phoenix, AZ 85009 (602) 712-2023
(602) 264-4505 Fax

City of Glendale
Public Works - Transportation
6210 West Myrtle, Suite 112
Glendale, AZ 85301
(623) 930-2941
(623) 915-1029 Fax

12. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party’s legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF GLENDALE**

By _____
**BRENDA S. FISCHER, ICMA-CM**
City Manager

ATTEST:

By _____
**PAMELA HANNA**
City Clerk

**STATE OF ARIZONA**
Department of Transportation

By _____
**WIN HOLDEN**
CEO, Grand Canyon State Logo Signs Program

**JPA 14-0004472-I**

**ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2014

_____

City Attorney

Exhibit A

Grand Canyon Logo Sign Program Pathfinder Submittal Process

Submittal package to include the following:

- Completed project application to the Development Services Department
- Photos of proposed installation site (two sets)
- Location map showing the proposed sign installation(s) and installation details (two sets)
- Excel spreadsheet documenting all sign installations in City rights-of-way (two sets)

**File #:** 14-336, **Version:** 1

**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-90-X131 - BUS FLEET PREVENTIVE MAINTENANCE**
Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Phoenix for acceptance of Federal Transit Administration (FTA) grant funds for transit services.

**Background**

The City of Phoenix is the designated recipient for all federal funds in this region, and this IGA with Phoenix will provide reimbursement toward operating expenses. These grant funds will reduce Glendale's cost for existing transit services. The grant funds will be used for reimbursement of preventive maintenance expenditures on the transit bus fleet.

**Community Benefit/Public Involvement**

Transit services and programs provide a benefit to Glendale residents and visitors. These grant funds will provide operating assistance that will promote the continuation of quality and reliable transit services.

**Budget and Financial Impacts**

The total cost for all projects associated with this grant is $267,116. The grant will provide $213,693 in federal funds toward the costs of preventive maintenance, requiring a local match of $53,423. The receipt of these grant funds will result in a $213,693 reduction in operating costs to the city.

Upon Council approval, an account will be created in Fund 1650, Transportation Grants. Glendale's local match of $53,423 will be paid from Fixed Route and Dial-a-Ride accounts listed below.

| Cost | Fund-Department-Account |
|---|---|
| $15,000 | 1660-16540-532400, Fixed Route |
| $38,423 | 1660-16530-532400, Dial-a-Ride |

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



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RESOLUTION NO. 4882 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 FOR FEDERAL GRANT PASS THROUGH FUNDING (AGREEMENT NO. AZ-90-X131) FOR THE PURPOSE OF PREVENTATIVE MAINTENANCE AND IMPROVING GLENDALE'S TRANSIT SERVICES.

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 City of Phoenix to receive funding for the purpose of improving Glendale's transit services from Grant Pass-through Agreement AZ-90-X131 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

g_transit_phx_90_x131

**AGREEMENT NO. _____**
**CFDA – 20.507**
**INTERGOVERNMENTAL AGREEMENT**
**BETWEEN**
**THE CITY OF PHOENIX**
**AND**
**THE CITY OF GLENDALE**
**Grant Pass-through Agreement**
**Grant No. AZ-90-X131**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and City of Glendale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

## RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, SUB-RECIPIENT has broad statutory and Charter authority to exercise all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (I)t (being) intended that (SUB-RECIPIENT) shall have and may exercise all powers which under the constitution of this state it would be competent for (SUB-RECIPIENT's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, the laws of the state of Arizona authorize municipalities to: (1) "engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation . . ." [A.R.S. Section 9-511 (A)]; (2) to "appropriate and spend public monies" on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . ." [A.R.S. Section 9-500.11 ]; and, (3) to "be vested with all the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them pursuant to their respective charters, or other provisions of law . . ." [A.R.S. Section 9-499.01 ]; and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of preventive maintenance and same was awarded as Grant No. AZ-90-X131 and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

WHEREAS, PHOENIX and SUB-RECIPIENT have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

## AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed $213,693. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

   A. Application for reimbursement of federal share.

      SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment such as cancelled checks or bank statements.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.
5. All reimbursements for staff time must include a verification of all hours billed, including copies of all applicable timecards or other time reporting documentation.
6. Such other documentation as PHOENIX or the FTA may require.
7. All reimbursements for indirect costs must be accompanied by an approved cost allocation plan on file with SUBRECIPIENT'S cognizant federal agency.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B FTA Grant Expenditure Reimbursement Request Application

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.

4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.

5. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Kevin Link
Interim - Transit Manager
City of Glendale
6210 W. Myrtle Ave., Suite S
Glendale, AZ 85301-1700
Telephone: (623) 930.3508
FAX: (623) 931.6960

If intended for PHOENIX:

Maria Hyatt
Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st Ave.; Ste. 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

6. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
Ed Zuercher, City Manager

By_____
Maria Hyatt
Public Transit Director

ATTEST:

_____
City Clerk - PHOENIX

APPROVED AS TO FORM:

_____
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 5-28-2014.

CITY OF GLENDALE, ARIZONA
A Municipal Corporation

By_____

ATTEST:

_____
City Clerk - GLENDALE

APPROVED AS TO FORM:

_____
City Attorney for GLENDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

_____

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

| | |
|---|---|
| Attorney for PHOENIX | Attorney for SUB-RECIPIENT |

**EXHIBIT "A"**

# FEDERAL GRANT PASS THRU AGREEMENT

| | | | | |
|---|---|---|---|---|
| GRANT NUMBER: AZ-90-X131 | | | | |
| GRANT RECIPIENT: CITY OF PHOENIX | | | | |
| GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE | | | | |
| GRANT SUB- RECIPIENT'S ADDRESS:<br>6210 W. Mrytle Ave. Suite S<br>Glendale, AZ 85301 | | | | |
| TOTAL ELIGIBLE PROJECT COST (TEPC): | | $267,116 | | |
| • Federal Share of TEPC: | | $213,693 | | |
| • Local Share/Match of TEPC: | | $53,423 | | |
| | | | | |
| PROJECT(S) DESCRIPTION: | | | | |
| Ali Code: | Project(s) Description: | Local: | Federal: | Total: |
| 11.7A.00 | Preventive Maintenance | $53,423 | $213,693 | $267,116 |

**EXHIBIT "A"**

# EXHIBIT "B"

## FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

| SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS | GRANT AGREEMENT NUMBER | REQUEST NO. |
|---|---|---|
| | REPORTING PERIOD (Dates) FROM: | TO: |

| | TOTAL | LOCAL MATCH | FTA SHARE |
|---|---|---|---|
| TOTAL ELIGIBLE PROJECT COSTS | $ - | $ - | $ - |
| TOTAL PREVIOUS PAYMENTS | $ - | $ - | $ - |
| CURRENT REIMBURSEMENT REQUESTED | $ - | $ - | $ - |
| REMAINING FUNDING | $ - | $ - | $ - |

**REQUIRED SIGNATURES**

**This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).**

**CERTIFICATION**

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

| SIGNATURE OF TRANSIT MANAGER OR DESIGNEE | DATE |
|---|---|
| TYPED OR PRINTED NAME AND TITLE | TELEPHONE |
| SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE | DATE |
| TYPED OR PRINTED NAME AND TITLE | TELEPHONE |

***Instructions***

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

*For PTD use only*

| Date request received: - | Approved for funds availability (signature/date) |
|---|---|

# EXHIBIT "C"

## Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

| REPORT | FREQUENCY | DESCRIPTION |
|---|---|---|
| DBE Reports | As required by PHOENIX | DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports |
| Grant Status Report | Quarterly | Status of each project by grant number |
| NTD Report – Close Out Letter | Annually | Copy for information only |
| Fixed Assets Status Report | Annually | Inventory of all FTA funded assets |
| Single Audit Report | Annually | Copy of federally required audit |
| Drug and Alcohol Reports | Annually | FTA Drug and Alcohol Testing |
| **5310 FTA Grants** | | |
| Grant Performance Information | Annually or as required by FTA | Evaluation of Grant Accomplishments |

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT "C"

# EXHIBIT "D"

## Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United Stated Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.

2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.

3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved aspirational goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.

4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2014 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".

6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.

7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or any combination thereof, in excess of $1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of $250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide an EEO Program Plan.

# EXHIBIT "E"

## Partial List of Applicable Laws

A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

   CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.

3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.

4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.

5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.

6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.

7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.

2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.

4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. In the event of SUB-RECIPIENT"s noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

   a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,

   b) Cancellation, termination or suspension of this Agreement, in whole or in part.

6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 4 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB- RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.

8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. 5333(b), otherwise known as 13(c).

9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:

   18 U.S.C. 1001

   Section 5323(d) of 49 U.S.C. chapter 53

   Section 5323(f) of 49 U.S.C. chapter 53

   Section 5309(i) of 49 U.S.C. chapter 53

   Section 5301 of 49 U.S.C. chapter 53

   Section 5326 of 49 U.S.C. chapter 53

   Section 5329 of 49 U.S.C. chapter 53

   Section 5337 of 49 U.S.C. chapter 53

   Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.

   Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

   Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Subtitle B, Chapter VI et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR Part 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

# EXHIBIT "F"

**UNITED STATES OF AMERICA**
**DEPARTMENT OF TRANSPORTATION**
**FEDERAL TRANSIT**
**ADMINISTRATION**

## MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws that FTA administers.**

**FTA MA(20)**
**October 1, 2013**
**http://www.fta.dot.gov/documents/20-Master.pdf**

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# EXHIBIT "G"

## Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.

2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.

3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.

4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.

5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.

7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.

9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.

10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.

Legislation Description

**File #:** 14-337, **Version:** 1

**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-95-X027 - REPLACEMENT OF TWO GUS BUSES**
Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Phoenix for acceptance of Federal Transit Administration (FTA) grant funds for transit services.

**Background**

The City of Phoenix is the designated recipient for all federal funds in this region, and this IGA with Phoenix will provide reimbursement toward capital purchase expenses, thereby reducing Glendale's cost for existing transit services. These grant funds will be used for the purchase of two replacement GUS buses.

**Community Benefit/Public Involvement**

Transit services and programs provide a benefit to Glendale residents and visitors. These grant funds will be used to update our bus fleet promoting the continuation of quality and reliable services. The purchase of these replacement buses will ensure our fleet replacement program will proceed on schedule.

**Budget and Financial Impacts**

The total cost for all projects associated with this grant is $232,913. The grant will provide $197,976 in federal funds toward the purchase of these buses, requiring a local match of $34,937. The Regional Public Transportation Authority (RPTA) will provide the match funds. No city funds will be required for this grant. Upon Council approval, an account will be created in Fund 1650, Transportation Grants.

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 4883 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 FOR FEDERAL GRANT PASS THROUGH FUNDING (AGREEMENT NO. AZ-95-X027) FOR THE PURCHASE OF TWO THIRTY-FOOT TRANSIT BUSES FOR THE PURPOSE OF ENHANCING GLENDALE'S TRANSIT SERVICES.

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 City of Phoenix to receive funding for the purchase of two thirty-foot transit buses for the purpose of enhancing Glendale's transit services from Grant Pass-through Agreement AZ-95-X027 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

g_transit_phx_95 x027

**AGREEMENT NO. _____**
**CFDA – 20.507**
**INTERGOVERNMENTAL AGREEMENT**
**BETWEEN**
**THE CITY OF PHOENIX**
**AND**
**THE CITY OF GLENDALE**
**Grant Pass-through Agreement**
**Grant No. AZ-95-X027**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and City of Glendale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

## RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, SUB-RECIPIENT has broad statutory and Charter authority to exercise all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (I)t (being) intended that (SUB-RECIPIENT) shall have and may exercise all powers which under the constitution of this state it would be competent for (SUB-RECIPIENT's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, the laws of the state of Arizona authorize municipalities to: (1) "engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation . . ." [A.R.S. Section 9-511 (A)]; (2) to "appropriate and spend public monies" on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . ." [A.R.S. Section 9-500.11 ]; and, (3) to "be vested with all the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them pursuant to their respective charters, or other provisions of law . . ." [A.R.S. Section 9-499.01 ]; and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of purchasing buses and same was awarded as Grant No. AZ-95-X027 and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

WHEREAS, PHOENIX and SUB-RECIPIENT have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

## AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed $197,976. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

   A. Application for reimbursement of federal share.

      SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment such as cancelled checks or bank statements.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.
5. All reimbursements for staff time must include a verification of all hours billed, including copies of all applicable timecards or other time reporting documentation.
6. Such other documentation as PHOENIX or the FTA may require.
7. All reimbursements for indirect costs must be accompanied by an approved cost allocation plan on file with SUBRECIPIENT'S cognizant federal agency.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B FTA Grant Expenditure Reimbursement Request Application

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.

4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.

5. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Kevin Link
Interim - Transit Manager
City of Glendale
6210 W. Myrtle Ave., Suite S
Glendale, AZ 85301-1700
Telephone: (623) 930.3508
FAX: (623) 931.6960

If intended for PHOENIX:

Maria Hyatt
Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st Ave.; Ste. 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

6. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
Ed Zuercher, City Manager

By_____
Maria Hyatt
Public Transit Director

ATTEST:

_____
City Clerk - PHOENIX

APPROVED AS TO FORM:

_____
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 5-28-2014.

CITY OF GLENDALE, ARIZONA
A Municipal Corporation

By_____

ATTEST:

_____
City Clerk - GLENDALE

APPROVED AS TO FORM:

_____
City Attorney for GLENDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

_____

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Attorney for PHOENIX

_____
Attorney for SUB-RECIPIENT

**EXHIBIT "A"**

# FEDERAL GRANT PASS THRU AGREEMENT

| | | | | |
|---|---|---|---|---|
| GRANT NUMBER: AZ-95-X027 | | | | |
| GRANT RECIPIENT: CITY OF PHOENIX | | | | |
| GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE | | | | |
| GRANT SUB- RECIPIENT'S ADDRESS:<br>6210 W. Mrytle Ave. Suite S<br>Glendale, AZ 85301 | | | | |
| TOTAL ELIGIBLE PROJECT COST (TEPC): | $232,913 | | | |
| • Federal Share of TEPC: | $197,976 | | | |
| • Local Share/Match of TEPC: | $34,937 | | | |
| | | | | |
| PROJECT(S) DESCRIPTION: | | | | |
| Ali Code: | Project(s) Description: | Local: | Federal: | Total: |
| 11.12.04 | Purchase bus: <30 foot – 2 replace (GUS) | $34,937 | $197,976 | $232,913 |

**EXHIBIT "A"**

# EXHIBIT "B"

## FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

| SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS | GRANT AGREEMENT NUMBER | REQUEST NO. |
|---|---|---|
| | REPORTING PERIOD (Dates) FROM: | TO: |

| | TOTAL | LOCAL MATCH | FTA SHARE |
|---|---|---|---|
| TOTAL ELIGIBLE PROJECT COSTS | $ - | $ - | $ - |
| TOTAL PREVIOUS PAYMENTS | $ - | $ - | $ - |
| CURRENT REIMBURSEMENT REQUESTED | $ - | $ - | $ - |
| REMAINING FUNDING | $ - | $ - | $ - |

**REQUIRED SIGNATURES**

**This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).**

**CERTIFICATION**

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

| | |
|---|---|
| SIGNATURE OF TRANSIT MANAGER OR DESIGNEE | DATE |
| TYPED OR PRINTED NAME AND TITLE | TELEPHONE |
| SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE | DATE |
| TYPED OR PRINTED NAME AND TITLE | TELEPHONE |

***Instructions***

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

*For PTD use only*

| | |
|---|---|
| Date request received: - | Approved for funds availability (signature/date) |

# EXHIBIT "C"

## Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

| REPORT | FREQUENCY | DESCRIPTION |
|---|---|---|
| DBE Reports | As required by PHOENIX | DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports |
| Grant Status Report | Quarterly | Status of each project by grant number |
| NTD Report – Close Out Letter | Annually | Copy for information only |
| Fixed Assets Status Report | Annually | Inventory of all FTA funded assets |
| Single Audit Report | Annually | Copy of federally required audit |
| Drug and Alcohol Reports | Annually | FTA Drug and Alcohol Testing |
| **5310 FTA Grants** | | |
| Grant Performance Information | Annually or as required by FTA | Evaluation of Grant Accomplishments |

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT "C"

# EXHIBIT "D"

## Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United Stated Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.

2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.

3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved aspirational goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.

4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2014 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".

6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.

7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or any combination thereof, in excess of $1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of $250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide an EEO Program Plan.

**EXHIBIT "D," page 2**

# EXHIBIT "E"

## Partial List of Applicable Laws

A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

   CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.

3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.

4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.

5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.

6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.

7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.

2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.

4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. In the event of SUB-RECIPIENT"s noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

   a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,

   b) Cancellation, termination or suspension of this Agreement, in whole or in part.

6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 4 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB- RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.

8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. 5333(b), otherwise known as 13(c).

9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:

   18 U.S.C. 1001

   Section 5323(d) of 49 U.S.C. chapter 53

   Section 5323(f) of 49 U.S.C. chapter 53

   Section 5309(i) of 49 U.S.C. chapter 53

   Section 5301 of 49 U.S.C. chapter 53

   Section 5326 of 49 U.S.C. chapter 53

   Section 5329 of 49 U.S.C. chapter 53

   Section 5337 of 49 U.S.C. chapter 53

   Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.

   Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

   Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Subtitle B, Chapter VI et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR Part 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

# EXHIBIT "F"

**UNITED STATES OF AMERICA**
**DEPARTMENT OF TRANSPORTATION**
**FEDERAL TRANSIT**
**ADMINISTRATION**

## MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws that FTA administers.**

**FTA MA(20)**
**October 1, 2013**
**http://www.fta.dot.gov/documents/20-Master.pdf**

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# EXHIBIT "G"

## Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.

2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.

3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.

4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.

5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.

7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.

9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.

10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.

**File #:** 14-335, **Version:** 1

**AUTHORIZATION TO ACCEPT THE FEDERAL FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 140803-01 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY**

Staff Contact: Debora Black, Police Chief

## Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the Federal Fiscal Year (FFY) 2014 Homeland Security Grant Program Award on behalf of the Glendale Police Department (GPD) in the approximate amount of $7,326 and enter into grant agreement number 140803-01 with the State of Arizona Department of Homeland Security (AZDOHS).

## Background

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, equipment to enhance communication efforts, preparedness training, and to enhance prevention and intervention programs.

The GPD submitted an application to the AZDOHS for consideration under the Homeland Security Grant Program for the purpose of strengthening intelligence and information sharing capabilities. The project titled "2014 Glendale PD TLO Sustainment" has been funded under the Urban Area Security Initiative for $7,326. The grant performance period is October 1, 2014 through September 30, 2015 and GPD will use this grant award to assist with the Terrorism Liaison Officer (TLO) Sustainment Project.

## Analysis

If approved, a portion of the grant will be used for training that assists with staying current with trends and best practices within the federal grant process as well as law enforcement techniques and case law. The remaining grant funds will be used to maintain equipment to ensure communication capabilities during critical incidents or events involving critical infrastructures. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to accept the FFY 2014 Homeland Security Grant Program Award on behalf of the GPD and enter into an agreement number 140803-01 with the AZDOHS.

## Previous Related Council Action

On September 10, 2013, Council approved the acceptance of 2011 reallocated grant funds from the AZDOHS.

## Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.



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RESOLUTION NO. 4884 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2014 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 140803-01) FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE 2014 GLENDALE PD TLO SUSTAINMENT PROJECT IN THE APPROXIMATE AMOUNT OF $7,326 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FFY 2014 Homeland Security Grant Program Award from the State of Arizona, Department of Homeland Security, on behalf of the Glendale Police Department for the following project:

- Project Title: 2014 Glendale PD TLO Sustainment
  Grant Agreement Number: 140803-01
  Amount: $7,326

SECTION 2. That the City Manager, or her designee, is hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale. The grant agreement and any other documents necessary for the acceptance of the grant are on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_pd_hls

Governor Janice K. Brewer

State of Arizona

# Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Chief Debora Black
Glendale Police Department
6835 North 57th Drive
Glendale, AZ 85301-3218

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140803-01**
Project Title: **2014 Glendale PD TLO Sustainment**

Dear Chief Debora Black:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**2014 Glendale PD TLO Sustainment**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$7,326.** The grant performance period is **October 1, 2014 through September 30, 2015.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide

Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
    - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
    - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
    - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.

- Subgrantees are subject to the AZDOHS Site Monitoring Program.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Lt. Larry Castrovinci

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **140803-01** Sub-Recipient: **Glendale Police Department**

Project Title: **2014 Glendale PD TLO Sustainment**
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Police Department**
   Point of Contact: **Lt. Larry Castrovinci**

   Sub-recipient Address:
   Street: **6835 North 57th Drive**

   City/State/Zip: **Glendale, AZ 85301-3218**

   Head of Agency: **Chief Debora Black**
   Authorized individual has delegated authority to make application on behalf of the agency.
   Phone#: **623-930-3285**

   E-mail Address: **dblack@glendaleaz.com**

2. Organization Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen Intelligence & Information Sharing Capabilities**

5. Total Dollar Amount Requested: **$7,326** Total Dollar Amount Awarded: **$7,326**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subgrantee Agreement. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

| | | | |
|---|---|---|---|
| Project Point of Contact | Lt. Larry Castrovinci | | |
| | Print Name | Signature | Date |
| Strategic Planner or Assistant Director Planning & Preparedness | | | |
| | Print Name | Signature | Date |

This form is to be signed and returned.

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Glendale Police Department

140803-01

## *Training - Budget Detail Worksheet*

FEMA Approved Training Class and Course Number andTitle and/or Training Event:

Association of Threat Assessment Professionals Annual Conference in Anaheim, CA

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web

Association of Threat Assessment Professionals Annual Conference - 1. Location is currently unknown - Anaheim, CA. 2. Association of Threat Assessment Professionals 3. 1215 K Street #2290, Sacramento, CA 95814 916-231-2146, http://www.atapworldwide.org/index.cfm 5. One Person

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terroristic/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public.In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's TLO Program.

Mission Area: Prevent

Training Level: Preformance

If requesting supplies, you must provide a list of all consummable supplies requested.

| | *Backfill Overtime* | | *Workshops / Conf* | | *Contrtrs / Consults* | | *Supplies* | | *Travel* | | *Other* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *# of Deliverables* | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| 1 | $0 | $0.00 | $650 | $650.00 | $0 | $0.00 | $0 | $0.00 | $1,000 | $1,000.00 | $0 | $0.00 | | |
| *Subtotals:* | $0 | $0.00 | $650 | $650.00 | $0 | $0.00 | $0 | $0.00 | $1,000 | $1,000.00 | $0 | $0.00 | $1,650 | $1,650.00 |

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Glendale Police Department

140803-01

## *Training - Budget Detail Worksheet*

FEMA Approved Training Class and Course Number andTitle and/or Training Event:

Association of Threat Assessment Professionals Spring Regional Conference, New York USA

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web

Association of Threat Assessment Professionals Training Conference. 1) New York, USA. 2) Association of Threat Professionals. 3) 1215 K Street, Suite 940, Sacramento California. 916-231-2146. 4) Chuck Tobin atapworldwide.org 5) One person

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terroristic/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public.In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's TLO Program

Mission Area: Respond

Training Level: Preformance

If requesting supplies, you must provide a list of all consummable supplies requested.

| | *Backfill Overtime* | | *Workshops / Conf* | | *Contrtrs / Consults* | | *Supplies* | | *Travel* | | *Other* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *# of Deliverables* | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| 1 | $0 | $0.00 | $575 | $575.00 | $0 | $0.00 | $0 | $0.00 | $925 | $925.00 | $0 | $0.00 | | |
| *Subtotals:* | $0 | $0.00 | $575 | $575.00 | $0 | $0.00 | $0 | $0.00 | $925 | $925.00 | $0 | $0.00 | $1,500 | $1,500.00 |
| Training Totals: | $0 | $0.00 | $1,225 | $1,225.00 | $0 | $0.00 | $0 | $0.00 | $1,925 | $1,925.00 | $0 | $0.00 | $3,150 | $3,150.00 |

# STATE OF ARIZONA
## Department of Homeland Security
## 2014 STATE HOMELAND SECURITY GRANT PROGRAM
## PROJECT DETAIL

**Glendale Police Department** 140803-01

## *Equipment - Budget Narrative*

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

| Brief Description and Utilization: | The Equipment identified will support the TLO function and mission and increase the capability of the team members to communicate with the Fusion Center and all participating agencies within the region during critical incidents or events involving critical infrastructures.The monthly Aircard service, MIFI Data and the Data information costs are all essential operating needs for the TLO program. The portable radio data fee is assesed to each radio supported under the regional wireless cooperative (RWC). The TLO has three radio's assigned. |
|---|---|

| *AEL #* | *Item Description* | *Quantity* | *Cost* | *Total Cost* | *AZDOHS Approved* | *Approved Quantity* | *Approved Cost* |
|---|---|---|---|---|---|---|---|
| 06CC-02-DSAD | Monthly aircard service fees ($40/month x 12 months) | 1 | $480.00 | $480.00 | Jake Kelly | 1 | $480.00 |
| 13IT-00-DACQ | MIFI Data ($58/month x 12 months) | 1 | $696.00 | $696.00 | Jake Kelly | 1 | $696.00 |
| 21GN-00-MAIN | RWC Portable radio data fee ($83.33/month per radio, 3 total radios) | 3 | $1,000.00 | $3,000.00 | Jake Kelly | 3 | $3,000.00 |

Totals For Glendale Police Department Contract Number 140803-01 *Requested* $4,176.00 *Approved* $4,176.00

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM

## PROJECT DETAIL

**Glendale Police Department** 140803-01

# *Application Summary*

## *Award Funded As Follows:*

| | *Requested Amounts* | *Recommended Amounts* | *Awarded Amounts* |
|---|---|---|---|
| *Equipment* | $4,176.00 | $4,176.00 | $4,176.00 |
| *Training* | $3,150.00 | $3,150.00 | $3,150.00 |
| *Exercise* | $0.00 | $0.00 | $0.00 |
| *Planning* | $0.00 | $0.00 | $0.00 |
| *M & A* | $0.00 | $0.00 | $0.00 |
| *Organization* | $0.00 | $0.00 | $0.00 |
| *Award Totals* | $7,326.00 | $7,326.00 | $7,326.00 |

# State of Arizona
# Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2014

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Governor Janice K. Brewer

# State of Arizona

# Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Chief Debora Black
Glendale Police Department
6835 North 57th Drive
Glendale, AZ 85301-3218

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140803-01**
Project Title: **2014 Glendale PD TLO Sustainment**

Dear Chief Debora Black:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**2014 Glendale PD TLO Sustainment**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$7,326.** The grant performance period is **October 1, 2014 through September 30, 2015.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide

Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
    - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
    - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
    - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.

- Subgrantees are subject to the AZDOHS Site Monitoring Program.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia

Gilbert M. Orrantia
Director

Cc: Lt. Larry Castrovinci

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

**File #:** 14-341, **Version:** 1

**AUTHORIZATION TO ACCEPT THE FEDERAL FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 140803-02 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY**

Staff Contact: Debora Black, Police Chief

## Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the Federal Fiscal Year (FFY) 2014 Homeland Security Grant Program Award on behalf of the Glendale Police Department (GPD) in the approximate amount of $108,000 and enter into grant agreement number 140803-02 with the State of Arizona Department of Homeland Security (AZDOHS).

## Background

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, equipment to enhance communication efforts, preparedness training, and to enhance prevention and intervention programs.

The GPD submitted an application to the AZDOHS for consideration under the Homeland Security Grant Program for the purpose of strengthening chemical, biological, radiological, nuclear and explosive detection, response, and decontamination capabilities. The project titled “Glendale PD RRT Sustainment” has been funded under the Urban Area Security Initiative (UASI) for $108,000. The grant performance period is October 1, 2014 through September 30, 2015 and GPD will use this grant award to assist with the Rapid Response Team (RRT) Sustainment Project.

## Analysis

If approved, a portion of the grant funds will be used for training and certification necessary to maintain the efficiency of the Emergency Response Unit. The training will provide the latest information for GPD’s Bomb Technicians and Tactical Operators. Attendance at the conferences covering these areas is crucial. The remaining grant funds will be used for the purchase of equipment to enhance GPD’s RRT capabilities and allow for coordinated response to human-caused and natural disasters within the region. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to accept the FFY 2014 Homeland Security Grant Program Award on behalf of the GPD and enter into an agreement number 140803-02 with the AZDOHS.

## Previous Related Council Action

On September 10, 2013, Council approved the acceptance of 2011 reallocated grant funds from the AZDOHS.

**Budget and Financial Impacts**

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 4885 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2014 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 140803-02) FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE 2014 GLENDALE PD RRT SUSTAINMENT PROJECT IN THE APPROXIMATE AMOUNT OF $108,000 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FFY 2014 Homeland Security Grant Program Award from the State of Arizona, Department of Homeland Security, on behalf of the Glendale Police Department for the following project:

- Project Title: 2014 Glendale PD RRT Sustainment
  Grant Agreement Number: 140803-02
  Amount: $108,000

SECTION 2. That the City Manager, or her designee, is hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale. The grant agreement and any other documents necessary for the acceptance of the grant are on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_pd_hls_140803_02

Governor Janice K. Brewer

# State of Arizona

# Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Chief Debora Black
Glendale Police Department
6835 North 57th Drive
Glendale, AZ 85301-3218

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140803-02**
Project Title: **Glendale PD RRT Sustainment**

Dear Chief Debora Black:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Glendale PD RRT Sustainment**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$108,000.** The grant performance period is **October 1, 2014 through September 30, 2015.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

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Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide

Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
    - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
    - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
    - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.

- Subgrantees are subject to the AZDOHS Site Monitoring Program.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Lt. Larry Castrovinci

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **140803-02** Sub-Recipient: **Glendale Police Department**

Project Title: **Glendale PD RRT Sustainment**
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Police Department**
   Point of Contact: **Lt. Larry Castrovinci**

   Sub-recipient Address:
   Street: **6835 North 57th Drive**

   City/State/Zip: **Glendale, AZ 85301-3218**

   Head of Agency: **Chief Debora Black**
   Authorized individual has delegated authority to make application on behalf of the agency.
   Phone#: **623-930-3285**

   E-mail Address: **dblack@glendaleaz.com**

2. Organization Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**

5. Total Dollar Amount Requested: **$108,000** Total Dollar Amount Awarded: **$108,000**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subgrantee Agreement. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

| | | | |
|---|---|---|---|
| Project Point of Contact | Lt. Larry Castrovinci | | |
| | Print Name | Signature | Date |
| Strategic Planner or Assistant Director Planning & Preparedness | | | |
| | Print Name | Signature | Date |

This form is to be signed and returned.

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Glendale Police Department

140803-02

## *Training - Budget Detail Worksheet*

FEMA Approved Training Class and Course Number andTitle and/or Training Event:

International Association of Bomb Technicians and Investigators (IABTI) Regional Conference in Hershey, Pennsylvania

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web

International Association of Bomb Technicians and Investigators (IABTI) Regional Conference - 1. International Association of Bomb Technicians and Investigators (IABTI) Regional Conference in Hershey, Pennsylvania. 2. International Association of Bomb Technicians and Investigators 3. 1120 International Parkway, Suite 129, Fredricksburg, VA 22406 4. Director, Region 1, 540-752-4533, http://www/iabti.org 5. Four People

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terroristic/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public.In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's Bomb Technicians and investigators.

Mission Area: Respond

Training Level: Management

If requesting supplies, you must provide a list of all consummable supplies requested.

| | *Backfill Overtime* | | *Workshops / Conf* | | *Contrtrs / Consults* | | *Supplies* | | *Travel* | | *Other* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *# of Deliverables* | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| 4 | $0 | $0.00 | $650 | $650.00 | $0 | $0.00 | $0 | $0.00 | $875 | $875.00 | $0 | $0.00 | | |
| *Subtotals:* | $0 | $0.00 | $2,600 | $2,600.00 | $0 | $0.00 | $0 | $0.00 | $3,500 | $3,500.00 | $0 | $0.00 | $6,100 | $6,100.00 |

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Glendale Police Department

140803-02

## *Training - Budget Detail Worksheet*

FEMA Approved Training Class and Course Number andTitle and/or Training Event:

Breaching Circle Workshop in Las Vegas, Nevada

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web

Breaching Circle Workshop in Las Vegas, Nevada - 1. Las Vegas, Nevada 2. Global Assets Integrated 3. 6440 Sky Pointe Drive, Ste 140-217, Las Vegas, NV 89131, 4. Global Assets Intergrated, 702-838-3002, http://www.globalassetsintegrated.com/ 5. Four People

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terroristic/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public.In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's Bomb Technicians and tactical operators.

Mission Area: Respond

Training Level: Preformance

If requesting supplies, you must provide a list of all consummable supplies requested.

| | *Backfill Overtime* | | *Workshops / Conf* | | *Contrtrs / Consults* | | *Supplies* | | *Travel* | | *Other* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *# of Deliverables* | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| 4 | $0 | $0.00 | $500 | $500.00 | $0 | $0.00 | $0 | $0.00 | $500 | $500.00 | $0 | $0.00 | | |
| *Subtotals:* | $0 | $0.00 | $2,000 | $2,000.00 | $0 | $0.00 | $0 | $0.00 | $2,000 | $2,000.00 | $0 | $0.00 | $4,000 | $4,000.00 |

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Glendale Police Department

140803-02

## *Training - Budget Detail Worksheet*

FEMA Approved Training Class and Course Number andTitle and/or Training Event:

National Tactical Officers Association (NTOA) Breaching Symposium - Based on 2014 information - Mobile, Alabama

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web

National Tactical Officers Association (NTOA) Breaching Symposium - Mobile, AL- 1. Mobile, AL. 2. National Tactical Officers Association 3. P.O. box 797, Doylestown, PA 18901 4. Rob Cartner, 1-800-279-9127, http://ntoa.org/site/ 5. Four People

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terroristic/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public.In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's SWAT team.

Mission Area: Respond

Training Level: Management

If requesting supplies, you must provide a list of all consummable supplies requested.

| | *Backfill Overtime* | | *Workshops / Conf* | | *Contrtrs / Consults* | | *Supplies* | | *Travel* | | *Other* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *# of Deliverables* | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| 4 | $0 | $0.00 | $400 | $400.00 | $0 | $0.00 | $0 | $0.00 | $800 | $800.00 | $0 | $0.00 | | |
| *Subtotals:* | $0 | $0.00 | $1,600 | $1,600.00 | $0 | $0.00 | $0 | $0.00 | $3,200 | $3,200.00 | $0 | $0.00 | $4,800 | $4,800.00 |

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Glendale Police Department

140803-02

## *Training - Budget Detail Worksheet*

FEMA Approved Training Class and Course Number andTitle and/or Training Event:

Association of Threat Assessment Professionals Conference in Anaheim, CA

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web

Association of Threat Assessment Professionals Conference - 1. Location is currently unknown - Anaheim, CA. 2. Association of Threat Assessment Professionals 3. 1215 K Street #2290, Sacramento, CA 95814 916-231-2146, http://www.atapworldwide.org/index.cfm 5. Two People

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terroristic/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public.In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's SWAT team.

Mission Area: Respond

Training Level: Management

If requesting supplies, you must provide a list of all consummable supplies requested.

| | *Backfill Overtime* | | *Workshops / Conf* | | *Contrtrs / Consults* | | *Supplies* | | *Travel* | | *Other* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *# of Deliverables* | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| 2 | $0 | $0.00 | $650 | $650.00 | $0 | $0.00 | $0 | $0.00 | $500 | $500.00 | $0 | $0.00 | | |
| *Subtotals:* | $0 | $0.00 | $1,300 | $1,300.00 | $0 | $0.00 | $0 | $0.00 | $1,000 | $1,000.00 | $0 | $0.00 | $2,300 | $2,300.00 |

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Glendale Police Department

140803-02

## *Training - Budget Detail Worksheet*

FEMA Approved Training Class and Course Number andTitle and/or Training Event:

National UASI Conference - San Antonio, Texas

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web

UASI National Conference - Figures are based on 2014 estimates 1. Location is currently unknown 2. National Urban Area Security Initiative Conference Inc. 3. 10025 Maple Ave., Columbia MD 21046 4. Steve Davis, 410-730-5677, http://urbanareas.org/con/ 5. two people

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terroristic/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public.In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's SWAT team.

Mission Area: Respond

Training Level: Management

If requesting supplies, you must provide a list of all consummable supplies requested.

| | *Backfill Overtime* | | *Workshops / Conf* | | *Contrtrs / Consults* | | *Supplies* | | *Travel* | | *Other* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *# of Deliverables* | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| 2 | $0 | $0.00 | $450 | $450.00 | $0 | $0.00 | $0 | $0.00 | $700 | $700.00 | $0 | $0.00 | | |
| *Subtotals:* | $0 | $0.00 | $900 | $900.00 | $0 | $0.00 | $0 | $0.00 | $1,400 | $1,400.00 | $0 | $0.00 | $2,300 | $2,300.00 |

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Glendale Police Department

140803-02

## *Training - Budget Detail Worksheet*

FEMA Approved Training Class and Course Number andTitle and/or Training Event:

Arizona Tactical Officers Association Training Conference

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web

Arizona Tactical Officers Association Conference - Figures are based on 2014 estimates 1. Peoria, Arizona 2. Arizona Tactical Officers Association. 3. PO Box 1058 Peoria, Arizona 85380 4. Doug Scholz, 480-730-5677, http://aztac.org 5. 39 people

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terroristic/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public.In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

In order to stay currrent with trends and best practices within the federal grant process as well as law enforcement tecniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's SWAT team

Mission Area: Respond

Training Level: Management

If requesting supplies, you must provide a list of all consummable supplies requested.

| | *Backfill Overtime* | | *Workshops / Conf* | | *Contrtrs / Consults* | | *Supplies* | | *Travel* | | *Other* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *# of Deliverables* | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| 39 | $0 | $0.00 | $60 | $60.00 | $0 | $0.00 | $0 | $0.00 | $0 | $0.00 | $0 | $0.00 | | |
| *Subtotals:* | $0 | $0.00 | $2,340 | $2,340.00 | $0 | $0.00 | $0 | $0.00 | $0 | $0.00 | $0 | $0.00 | $2,340 | $2,340.00 |
| Training Totals: | $0 | $0.00 | $10,740 | $10,740.00 | $0 | $0.00 | $0 | $0.00 | $11,100 | $11,100.00 | $0 | $0.00 | $21,840 | $21,840.00 |

# STATE OF ARIZONA
## Department of Homeland Security
## 2014 STATE HOMELAND SECURITY GRANT PROGRAM
## PROJECT DETAIL

**Glendale Police Department** 140803-02

## *Equipment - Budget Narrative*

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

| | |
|---|---|
| Brief Description and Utilization: | The following items will continue the enhancement of Glendale's RRT (SWAT and EOD) capabilities. The capabilities are in line with national standards and will allow for a coordinated response to mand made and natural disasters within the region and as part of the State This project increases regional capabilties not just for Glendale but for other RRT's and jurisdictions as well. The equipment for the EOD team includes radiation metering, Utility Terrain Vehicle (UTV) and Ballistic Helmets. The SWAT team will utilize the ballistic helmets, tactical robot and UTV. |

| *AEL #* | *Item Description* | *Quantity* | *Cost* | *Total Cost* | *AZDOHS Approved* | *Approved Quantity* | *Approved Cost* |
|---|---|---|---|---|---|---|---|
| 01LE-01-HLMT | Ballistic Helmets | 39 | $744.00 | $29,016.00 | Jake Kelly | 39 | $29,016.00 |
| 03OE-07-ROBT | Tactical Robot | 1 | $25,000.00 | $25,000.00 | Jake Kelly | 1 | $25,000.00 |
| 07RD-01-PDGA | Radiation Meter | 2 | $4,072.00 | $8,144.00 | Jake Kelly | 2 | $8,144.00 |
| 12VE-00-MISS | Utility Terrain Vehicle (UTV) | 2 | $12,000.00 | $24,000.00 | Jake Kelly | 2 | $24,000.00 |
| Totals For Glendale Police Department Contract Number 140803-02 | | | | *Requested* $86,160.00 | | *Approved* | $86,160.00 |

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM

## PROJECT DETAIL

**Glendale Police Department** 140803-02

# *Application Summary*

## *Award Funded As Follows:*

| | *Requested Amounts* | *Recommended Amounts* | *Awarded Amounts* |
|---|---|---|---|
| *Equipment* | $86,160.00 | $86,160.00 | $86,160.00 |
| *Training* | $21,840.00 | $21,840.00 | $21,840.00 |
| *Exercise* | $0.00 | $0.00 | $0.00 |
| *Planning* | $0.00 | $0.00 | $0.00 |
| *M & A* | $0.00 | $0.00 | $0.00 |
| *Organization* | $0.00 | $0.00 | $0.00 |
| *Award Totals* | $108,000.00 | $108,000.00 | $108,000.00 |

# State of Arizona
# Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2014

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Governor Janice K. Brewer

# State of Arizona

# Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Chief Debora Black
Glendale Police Department
6835 North 57th Drive
Glendale, AZ 85301-3218

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140803-02**
Project Title: **Glendale PD RRT Sustainment**

Dear Chief Debora Black:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Glendale PD RRT Sustainment**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$108,000.** The grant performance period is **October 1, 2014 through September 30, 2015.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide

Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
    - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).

    - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
    - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.

- Subgrantees are subject to the AZDOHS Site Monitoring Program.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Lt. Larry Castrovinci

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

Legislation Description

**File #:** 14-359, **Version:** 1

**RESOLUTION OF SUPPORT AND ACCEPTANCE OF GRANT FUNDS FOR THE GLENDALE NEW LIFE COMMUNITY CHURCH FROM TOHONO O'ODHAM INDIAN COMMUNITY STATE-SHARED REVENUE FUNDS**

Staff Contact: Tom Duensing, Director, Finance and Technology

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond title and adopt a resolution of support to accept grant funds in the amount of $24,000 from the Tohono O'odham Nation for the New Life Community Church, founded in 2010, a faith based organization located in the Heart of Glendale in the Ocotillo District. The grant funds will provide a variety of programs for at risk children, youth, and their families.

**Background**

In 2002, Arizona voters passed Proposition 202 which requires Native American communities that derive revenue from gaming to set aside 12% for a state-shared revenue program for distribution to "cities, towns, or counties for government services that benefit the general public including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development." The Tohono O'odham Nation developed a revenue-sharing program that is also open to applications from local governments or non-profits, provided there is support by the local government.

The City has received a request from the New Life Community Church (NLCC) seeking City Council support of a $24,000 grant request that if funded, will fund a variety of programs, such as Octoberfest, Thanksgiving and Christmas events, Springfest and Summer Programs. NLCC's purpose is to help families build strong skills, expand their abilities, and provide them with positive community programs and cultural activities. These activities will provide healthy alternatives to redirect the "at risk" children, youth, and their families. These events promote a healthy and safe environment and provide positive activities in the Community for higher risk Glendale children and families during school breaks and holidays.

The Tohono O'odham Nation awarded the amount of $24,000 to the NLCC on August 24, 2014 contingent upon a grant in aid agreement between the Nation, a governmental entity and the NLCC. The deadline for this agreement to be finalized is October 31, 2014.

**Analysis**

The 2012 update to the Parks and Recreation Master Plan identifies the importance of improving the quality and accessibility of youth programs. As the City of Glendale Community Services Department continues to work and partner for the educational and recreational enrichment of Glendale residents at its after-school sites, libraries and recreational centers, it is in support of this request.

**Previous Related Council Action**

On June 24, 2014, Council adopted a resolution of support (No. 4814 NEW SERIES) for grant requests in the amount of $77,745 from the Tohono O'odham Nation for the Glendale Youth Project (GYP) to operate neighborhood-based, after-school programming in Glendale.

On June 10, 2014, Council adopted a resolution of support (No. 4811 New Series) for grant requests in the amount of $765,771.67 from the Tohono O'odham Nation for various projects in the Police Department, Fire Department and the Parks and Recreation Department.

On October 22, 2013, Council adopted a resolution of support (No. 4741 New Series) to accept grant funds in the amount of $45,360 from the Tohono O'odham Nation for the GYP to operate neighborhood-based, after-school programming in Glendale.

On June 11, 2013, Council adopted a resolution of support (No. 4690 New Series) for a grant request in the amount of $112,100 by the non-profit AGUILA Youth Leadership Institute from the Tohono O'odham Nation for a new college preparatory initiative to take place in Glendale.

On June 11, 2013, Council adopted a resolution of support (No. 4691 New Series) for a grant request in the amount of $100,000 by the non-profit Heart for the City from the Tohono O'odham Nation for a childhood obesity prevention program in Glendale.

**Community Benefit/Public Involvement**

Cities, towns, counties, charities and non-profit organizations statewide benefit because they receive 12% of a tribe's total annual contribution of net gaming win every year. Twelve percent of the money is contributed to the revenue in the Arizona Benefits Fund that is used for government services benefiting the general public, including public safety, mitigation of impacts of gaming, and promotion of commerce and economic development. Charities and non-profits have received millions of dollars from Tribes who are funding scholarships for students, supporting social service organizations and providing revenue for educational, economic and cultural organizations that benefit all Arizonans.

**Budget and Financial Impacts**

If approved, the total amount of the award would be $24,000, all of which would be distributed to the NLCC upon receipt of grant monies from the Tohono O'odham Nation.

RESOLUTION NO. 4886 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR AN INDIAN GAMING REVENUE SHARING GRANT TO TOHONO O'ODHAM NATION ON BEHALF OF THE NEW LIFE COMMUNITY CHURCH IN THE AMOUNT OF $24,000.

WHEREAS, the Tohono O'odham Nation, through their state-shared revenue program, provides grant monies to support deserving Education, Health Care, Public Safety, Child Advocacy, Economic Development and Cultural and Environmental Development and Protection programs in Arizona cities and towns;

WHEREAS, the City of Glendale wishes to assist the New Life Community Church by acting as a pass-through agent, allowing the Church to fulfill its goals of helping families build strong skills, expand their abilities, and provide them with positive community programs and cultural activities. These activities will provide healthy alternatives to redirect the "at risk" children, youth and their families; and

WHEREAS, through the City of Glendale, the New Life Community Church can further its goals of providing more such services and opportunities for Glendale youth and their families by securing funds from the Tohono O'odham Nation's grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That New Life Community Church is hereby authorized to submit the Grant-in-Aid Fiscal Agent Agreement between the Tohono O'odham Nation and the City of Glendale on behalf of the New Life Community Church attached hereto, and any other applicable materials, together with this Resolution, to Tohono O'odham Nation for an amount of $24,000.

SECTION 2. That the City Manager is hereby authorized to execute the Agreement in the form attached hereto, and any other necessary documents, on behalf of the New Life Community Church.

SECTION 3. That within five (5) days of the City's receipt of any grant funds from the Tohono O'odham Nation as a result of said Agreement, City staff is directed to distribute all of the grant funds so received to the New Life Community Church.

SECTION 4. That the City, by virtue of this Resolution, is acting as a financial conduit between the Tohono O'odham Nation and New Life Community Church, and is not:

(a) Agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of the New Life Community Church; or

(b) Guaranteeing or warranting the accuracy, completeness or truthfulness of the information set forth in the application materials prepared by the New Life Community Church; or

(c) Supervising, or taking any responsibility regarding, the actions or activities undertaken by the New Life Community Church; or

(d) Representing that the New Life Community Church either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on the New Life Community Church's behalf to other Indian tribes.

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

g_to_nlcc

# Grant-in-Aid
# Fiscal Agent Agreement
# between
# the Tohono O'odham Nation
# and
# the City of Glendale
# On behalf of
# The New Life Community Church

THIS GRANT-IN-AID Fiscal Agent Agreement, ("Grant") is entered into as of the 24 day of October, 2014, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), the City of Glendale, a municipality, and the New Life Community Church, a community church.

## R E C I T A L S

A. The Constitution of the Tohono O'odham Nation, Article VI, Section 1(f) provides that the Tohono O'odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O'odham Nation with Federal, State and local governments.

B. The Constitution of the Tohono O'odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O'odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreement on behalf of the Nation.

C. The City of Glendale is a municipal corporation in the State of Arizona and is authorized as the fiscal agent to accept and disburse any and all funds related to this grant from the Tohono O'odham Nation for providing healthy alternatives to redirect the "at risk" children, youth and their families through the New Life Community Church programs.

D. The New Life Community Church is a faith-based operation eligible to receive funding from Tribal grants and has the necessary infrastructure and personnel to implement these types of social programs.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

## P R O V I S I O N S

1. **Purpose**. The purpose of this Grant is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.

2. **Acceptance of Duties; Monies Held in Trust.** The City of Glendale agrees to perform the duties of fiscal agent, paying agent and registrar for all monies the Nation deposits with the City of Glendale for the benefit of the New Life Community Church. The City of Glendale shall hold this funding separate from all other monies in the possession or control of the City of Glendale. The City of Glendale shall notify the Nation, at the address set forth in Paragraph 11, that the Contribution monies are provided to the New Life Community Church within 5 business days after the distribution is made.

3. **Contribution**. The Nation shall make a payment to the City of Glendale in the amount described in Exhibit "A" (the "Contribution") on or about November 28, 2014. The City of Glendale shall then make this funding available to New Life Community Church as quickly as is feasible. The Grantee may not change the scope of the project or use the funds for a project other than that explained in Exhibit "A" without the written consent of the Nation.

4. **Funding**. The Contribution payment shall be delivered to the City of Glendale, without any further notice or invoice required, at the address set forth in Paragraph 11 below, upon the complete execution of this Grant.

5. **Disbursement of Contribution**. In accordance with the City of Glendale's policies and procedures and upon satisfactory documentation, as quickly as is feasible the City of Glendale will distribute the funds to New Life Community Church.

6. **Money Unclaimed**. In the event that the City of Glendale is unable to distribute the funding to New Life Community Church on or before January 1, 2015, the City of Glendale shall immediately notify the Nation and the Nation will arrange for the funding to be returned. Any interest earnings on the Contribution funding between the time the Nation deposits the Contribution with the City of Glendale and the time the City of Glendale disburses the Contribution to New Life Community Church shall be paid to New Life Community Church

7. **Consideration and Reliance**. It is acknowledged that the City of Glendale's promise to accept and disburse the funds received by the City of Glendale pursuant to this Grant is full and adequate consideration and shall render this promise to provide funding irrevocable.

8. **Fees**. The City of Glendale shall not charge New Life Community Church and shall waive any applicable administrative or other fees related to this Grant and shall not deduct any funds from the amount designated for contribution to New Life Community Church.

9. **Dispute Resolution**. The parties mutually agree that any disputes arising between either 1) the Nation or the City of Glendale or 2) New Life Community Church and the City of Glendale pursuant to this Grant shall be resolved through informal dispute resolution. Nothing herein is intended to be or shall be construed as a waiver of sovereign immunity by either party. In the event of a dispute between New Life Community Church and the City of

Glendale, both New Life Community Church and the City of Glendale must notify the Nation within five business days. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.

10. **Reports:** Unless otherwise extended by the Nation upon request of New Life Community Church, no later than July 31, 2015, New Life Community Church shall provide a report to the Nation explaining how and when the funds provided under this Grant were used. This report may be in the form of an affidavit signed by an officer of New Life Community Church and may be accompanied by supporting documentation. The report shall address: (i) changes in the scope of the project or purchase funded under this grant, (ii) the total expenses under the project or purchase funded by the Grant, (iii) a brief description of who has benefited from this Grant, and (iv) the Grantee's next steps with regard to the project or purchase made under this Grant. The Grantee will submit a final report to the Nation within 30 days of the end of this Agreement.

11. **Notices**. Any notice, consent or other communication required or permitted under this Grant shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:

Dr. Ned Norris, Jr.
Chairman
P.O. Box 837
Sells, Arizona 85634
Fax: 520-383-3379

and

Lanez Valisto
Government Affairs Assistant
P.O. Box 837
Sells, Arizona 85634
Fax: 520-383-3379

If to the City of Glendale:

Brenda Fischer, City Manager
5850 W Glendale Avenue
Glendale, Arizona 85301
Phone: 623-930-2870
Email: citymanager@glendaleaz.com

If to New Life Community Church:

John B. Torres ("JT")
P.O. Box 312
Glendale, AZ 85311
Email: jbtorres@hotmail.com
Phone: 623-414-7939

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

12. **Term of Grant**. The term of this Grant shall begin on the date of execution and shall terminate on the one-year anniversary of this Grant.

13. **Entire Grant, Waivers and Amendments**. This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. This Grant constitutes the entire understanding and agreement of the parties. This Grant integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Grant and all amendments hereto must be in writing and signed by the appropriate authorities of each of the parties to this Grant.

14. **No Waiver**. Except as otherwise expressly provided in this Grant, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

15. **Severability**. If any provision of this Grant shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Grant shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

16. **Sovereign Immunity**. Nothing in this Grant shall be deemed a waiver of any party's applicable sovereign immunity in any forum or jurisdiction.

TOHONO O'ODHAM NATION

_____
Dr. Ned Norris, Jr., Chairman
Tohono O'odham Nation

Dated_____

CITY OF GLENDALE

_____
Title

Dated_____

NEW LIFE COMMUNITY CHURCH

_____
Title

Dated_____

Attest:

Approved as to form and found to be within the powers and authority of the Tohono O'odham Nation

_____
Jonathan L. Jantzen, Attorney General
Tohono O'odham Nation

Approved as to form and found to be within the powers and authority of the City of Glendale under the laws of the State of Arizona.

_____
Attorney/Rep
City of Glendale

Additional Signatures Required

Dated_____

_____
Secretary

Dated_____

_____
Clerk of the Board

**EXHIBIT "A"**

| **Program** | **Contribution** |
|---|---|
| Events and Programs | $24,000.00 |
| **TOTAL** | **$24,000.00** |

**Proposal: New Life Community Church**

**Date: June 11, 2014**

**Submitted:** Chairman Ned Norris Jr. Tohono O'odham Nation ATTN: Lanez Valisto

**Name of Organization:** New Life Community Church (NLCC)

**Years in Existence**: 4 years

**Contact Names:** Lead Pastor: "JT" John B. Torres
President: Grace V. Alderete

**Contact Phone**: 623/414-7939 **Fax:** 623/435-0007 **Email address**: grace.nlcc@gmail.com & jbtorres48@hotmail.com

**Organization Mailing Address:** P.O. Box 312, Glendale AZ 85311

**Tax ID Number: 80-0560873**

**Amount of Funding Request: $24,000.00**

**Our Purpose:**

New Life Community Church was founded in 2010, a faith based organization located in the Heart of Glendale, the Ocotillo District. NLCC was formed to impact on socio-cultural dynamics and environment in efforts to ultimately empower & enhance the quality of life for this Inner-City community. In order to reach this effort we must instill moral and positive values on a spiritual, physical and emotional level to the families of this community. Our vision is to build a stronger Community; promoting hope for their futures.

**A. Purpose of Grant:**

NLCC purpose is to help families build strong skills, expand their abilities, and provide them with positive community programs and cultural activities. These activities will provide healthy alternatives to redirect the "at risk" children, youth and their families. Our goal is to ultimately develop indigenous individuals and leaders.

**B. The Population of Glendale:** The people of the Ocotillo District statistics and overall City

- A family of 4 has an average income of $20,000 per year.
- Less than 41% of adults have high school diplomas.
- Fatherless homes = 58.5%, its one of the highest in the City of Glendale.
- The overall crime rate statistics are 64 % for the city and the State average is 35%.

As we have assessed the needs of "The Heart of Glendale" the results of these assessments have helped us to identify other services and programs that will better this impoverished, urban community with the promise of opportunity in their future.

**C. GRANT BUDGET 2014 New Life Community Church Events and Programs**

**SpringFest**: Event in March an alternative for spring break **Cost: $4500.00**

**OctoberFest**: Event in October alternative for Halloween /fall break **Cost: $4500.00**

These community events are held at Isaac Imes School. The monies requested are to continue these backyard events in the Heart of Glendale. These events are an alternative to promote a healthy and safe environment to provide positive activities in the Community, with the most crime and poverty levels in the City of Glendale for the children and families (an alternative to inactivity during school breaks and holidays)

The Event:

- Entertainment: consists of local talent in music, dancers, bands and all creative arts
- Community gets to meet their community/City leaders, church leaders and motivational speakers to encourage and support them.
- For Children and youth we have booths: games, crafts, face painting, nail painting, Bounce houses, children performing in dance and drama, cake walks, many prizes and candy.
- Food and hydration booths all free, we provide food bags, clothing and drinks to take home.
- Car Show and Raffles where we give away prizes and furniture for adults, children and youth
- Egg hunt in March, Trick and Trunk candies in October

NLCC has been able to earn the trust of the families and build relationships with them. We believe in rolling up our sleeves, walking side by side with the people and creating an atmosphere of Love.

**Summer Programs**

**Vacation Summer School:** Rose Lane Community Center, Glendale **Cost: $3000.00**

For at risk children ages 3-13 one week in July at the Community Center in the Ocotillo District. The grant is needed for all teaching and craft materials, for music, for provision of food, drinks, and swimming and childcare. All geared to teach & train the children towards a successful future as we instill values, morals, character building, and leadership skills. We have many volunteers (parents, relatives, all our church volunteers) that make it a week to remember!

**Miscellaneous**: Month of June and July: Movie nights, swimming and bowling
**Cost: $1000.00**
Monies needed for all children and youth to participate at no cost to them, food provision is included. We want to keep them active during the summer months in positive activities and food programs (summer months are a hardship to the children in this community regarding food provision).

**Boys Camp:** July **Cost: $1000.00**
Boys ages 7-17, 2 days of camping with the Men of NLCC, teaching them positive life lessons. Monies for provision are for food costs, facility, and transportation**. Providing mentoring and Love to a Fatherless community.**

**Back to School Sunday**: Month of August **Cost: $2600.00**
Sending off the children and youth of the Ocotillo District back to school with all their school needs met.

- Haircuts to both boys and girls by volunteer barbers and hairdressers,
- We provide backpacks for all ages filled with all school supplies and materials needed.
- A Back to School Blow Out! A full morning program with skits and games for the whole family to enjoy. We encourage all students to do their best, we give them snacks, all to bring hope and promote successful futures.

**Thanksgiving baskets/Thanksgiving Dinner:** month of November **Cost: $3000.00**

- Monies are to help provide a turkey and food baskets to families in need.
- We can also feed the homeless, Senior citizens and needy families with a Thanksgiving Dinner, music and a Word of Thanksgiving. We expect at least 250-300 people including children and volunteers it's a big event.

**Christmas Eve Extravaganz**a: month of December **Cost: $4400.00**

Monies to provide food boxes gifts for all children and youth, clothing and blankets, candy bags, Christmas crafts made by the families. A Christmas play and music that includes the children and adults of this community, their talents revealed. The volunteers include the families of this barrio, learning to serve each other. Our Mission is for all families in this barrio to understand the concept of giving in love and receiving and that everyone in spite of their circumstances can believe that dreams are a reality if we all work together as a TEAM!

This event brings many families of different ethnic and cultural backgrounds to a safe and healthy environment. This event brings in 350-400 people of the "Heart of Glendale" and none of them have been turned away all have been blessed.

**Grant Request: $24,000.00**
We want to continue to bring Hope to this community we anticipate growth and increase in 2015.

D. We have never submitted a fund request under this proposal

E. We have not received any funds from Tohono O'odham Nation or other Arizona Tribes

F. Contact information is on page 1 of Proposal

G. Cultural and Environment Development and Protection

H. **Supporting Members:**

City of Glendale Councilmember Norma Alvarez

City of Phoenix Councilmember Michael Nowakowski

Martin Samaniego, Board Member of GESD

Joe Quintana, Elementary School District Superintendent

Rebecca Daniels, C.A.P. Office Director

Tohono O'odham Nation Office of the
Chairman & Vice Chairwoman

COMPASSION FAITH TRADITION RESPECT
T-I:BDAG 'AMJED S-WOHOCUDA HIMDAG PI:K 'ELID

Ned Norris, Jr.
Chairman

Wavalene M. Romero
Vice Chairwoman

August 25, 2014

Pastor John B. Torres
New Life Community Church
P.O. Box 312
Glendale, AZ 85311

Dear Pastor Torres:

I am pleased to inform you that your proposal submitted on behalf of New Life Community Church was selected by the Tohono O'odham Nation as a recipient of the 12% grant funding in the amount of $24,000 for events and programs. We are honored to support local communities and hope that this grant will help New Life Community Church make positive impacts in Arizona.

As was indicated in the Request for Proposals issued by the Nation, the grant is conditional upon development of a Grant-in-Aid between the Tohono O'odham Nation, a governmental entity, and your organization.

Please contact the city, town, or county you have chosen to work with immediately so we can begin drafting the Grant-in-Aid and take the steps necessary for final approval of this grant funding. If you have any questions, please contact Lanez Valisto in my office at (520) 383-2028. Congratulations to you and New Life Community Church; I look forward to working with you to finalize your grant award.

Sincerely,

Dr. Ned Norris Jr.
Chairman, Tohono O'odham Nation

P.O. Box 837, Sells, AZ 85634. (520)383-2028 . Fax (520)383-3379

**File #:** 14-357, **Version:** 1

**AUTHORIZATION TO ACCEPT THE 2014 GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY - TLO SUSTAINMENT GRANT #140802-01**

Staff Contact: Mark Burdick, Fire Chief

## Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the Federal Fiscal Year (FFY) 2014 grant funds from the Arizona Department of Homeland Security (AZDOHS) and enter into grant agreement number 140802-01.

## Background

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant Funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, and equipment to enhance communication efforts, as well as to develop preparedness training and to enhance prevention and intervention programs. The grant funds will be used for the Glendale Fire Terrorism Liaison Officer (TLO) program.

The mission of TLO is to respond to terrorist/Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) incidents utilizing fire, police and emergency operations personnel that are specially trained and equipped to mitigate, render safe and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public.

## Analysis

The Glendale Fire Department will be receiving $11,520 in grant funds that will assist the TLO program. The funds will be used to purchase equipment and training for the operational sustainment of the TLO program. The grant performance period is October 1, 2014 through September 30, 2015. If all documentation is not signed and received by AZDOHS on or before January 31, 2015, this award is rescinded and the funds will be reallocated.

## Previous Related Council Action

Council has accepted grants annually from the AZDOHS since 2003.

## Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 4887 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF FFY 2014 ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT FUNDING IN THE APPROXIMATE AMOUNT OF $11,520 ON BEHALF OF THE GLENDALE FIRE DEPARTMENT AND AUTHORIZING THE EXPENDITURE OF SUCH FUNDS FOR EQUIPMENT AND SERVICES IN SUPPORT OF THE TLO SUSTAINMENT PROGRAM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FY 2014 Arizona Department of Homeland Security grant funding in the approximate amount of $11,520 for Glendale Fire Department for the purpose of the City of Glendale Fire TLO Sustainment, Urban Area Security Initiative Program (Grant No. 140802-01).

SECTION 2. That the Council of the City of Glendale hereby authorizes expenditure of these grant funds to purchase equipment for the City of Glendale Fire TLO Sustainment Program, as more fully set forth in the FFY 2014 Homeland Security Grant Program application award.

SECTION 3. That the City Manager, or her designee, and the City Clerk are hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_fire_tlos

Governor Janice K. Brewer

# State of Arizona

# Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Chief Mark Burdick
Glendale Fire Department
6829 N 58th Dr
Glendale, AZ 85301-3239

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140802-01**
Project Title: **Glendale Fire TLO Sustainment**

Dear Chief Mark Burdick:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Glendale Fire TLO Sustainment**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$11,520.** The grant performance period is **October 1, 2014 through September 30, 2015.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide

Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
    - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
    - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
    - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.

- Subgrantees are subject to the AZDOHS Site Monitoring Program.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Captain Troy Lutrick

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **140802-01** Sub-Recipient: **Glendale Fire Department**

Project Title: **Glendale Fire TLO Sustainment**
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Fire Department**
   Point of Contact: **Captain Troy Lutrick**

   Sub-recipient Address:
   Street: **6829 N 58th Dr**

   City/State/Zip: **Glendale, AZ 85301-3239**

   Head of Agency: **Chief Mark Burdick**
   Authorized individual has delegated authority to make application on behalf of the agency.
   Phone#: **623-930-4400**

   E-mail Address: **Mburdick@glendaleaz.com**

2. Organization Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen Intelligence & Information Sharing Capabilities**

5. Total Dollar Amount Requested: **$11,520** Total Dollar Amount Awarded: **$11,520**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subgrantee Agreement. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

| | | | |
|---|---|---|---|
| Project Point of Contact | Captain Troy Lutrick | | |
| | Print Name | Signature | Date |
| Strategic Planner or Assistant Director Planning & Preparedness | | | |
| | Print Name | Signature | Date |

This form is to be signed and returned.

# STATE OF ARIZONA
## Department of Homeland Security
## 2014 STATE HOMELAND SECURITY GRANT PROGRAM
## PROJECT DETAIL

**Glendale Fire Department** **140802-01**

## *Equipment - Budget Narrative*

**Budget Description:** List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

| Brief Description and Utilization: | The following equipment and services will support and enhance the capabilities of the entire RRT and TLO response plan. It supports the State and National priorities. This project enhances regional response capabilties. |
|---|---|

| *AEL #* | *Item Description* | *Quantity* | *Cost* | *Total Cost* | *AZDOHS Approved* | *Approved Quantity* | *Approved Cost* |
|---|---|---|---|---|---|---|---|
| 06CC-02-DSAD | Monthly aircard/data fees/equip (2 @ $60/mo x 12 months) | 1 | $1,500.00 | $1,500.00 | Jake Kelly | 1 | $1,500.00 |
| 06CC-03-SATP | Satellite phones (2 @ $50/mo x 12 mo's) | 2 | $600.00 | $1,200.00 | Jake Kelly | 2 | $1,200.00 |
| 13IT-00-ALRT | Phone/ alert & notification device/ equip (12 TLO's $35/mo x 12 mo's) | 12 | $420.00 | $5,040.00 | Jake Kelly | 12 | $5,040.00 |
| 21GN-00-MAIN | RWC monthly fees for dedicated TLO radios (7 radios $45/mo x 12 mo's) | 7 | $540.00 | $3,780.00 | Jake Kelly | 7 | $3,780.00 |

**Totals For Glendale Fire Department Contract Number 140802-01** *Requested* $11,520.00 *Approved* $11,520.00

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM

## PROJECT DETAIL

**Glendale Fire Department** 140802-01

# *Application Summary*

## *Award Funded As Follows:*

| | *Requested Amounts* | *Recommended Amounts* | *Awarded Amounts* |
|---|---|---|---|
| *Equipment* | $11,520.00 | $11,520.00 | $11,520.00 |
| *Training* | $0.00 | $0.00 | $0.00 |
| *Exercise* | $0.00 | $0.00 | $0.00 |
| *Planning* | $0.00 | $0.00 | $0.00 |
| *M & A* | $0.00 | $0.00 | $0.00 |
| *Organization* | $0.00 | $0.00 | $0.00 |
| *Award Totals* | $11,520.00 | $11,520.00 | $11,520.00 |

# State of Arizona
# Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2014

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Governor Janice K. Brewer

# State of Arizona

# Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Chief Mark Burdick
Glendale Fire Department
6829 N 58th Dr
Glendale, AZ 85301-3239

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140802-01**
Project Title: **Glendale Fire TLO Sustainment**

Dear Chief Mark Burdick:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Glendale Fire TLO Sustainment**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$11,520.** The grant performance period is **October 1, 2014 through September 30, 2015.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
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Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

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- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
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- Subgrantees are subject to the AZDOHS Site Monitoring Program.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia

Gilbert M. Orrantia
Director

Cc: Captain Troy Lutrick

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

# SUBGRANTEE AGREEMENT

## 14-AZDOHS-HSGP-140802-01

Enter Subgrantee Agreement Number above (e.g., 140xxx-xx)

## Between

## The Arizona Department of Homeland Security
## And

## City of Glendale

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

**City of Glendale**

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2014** and shall terminate on **September 30, 2015.** The obligations of the subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

" **Glendale Fire TLO Sustainment** "

Enter Title of Application

and funded at $ **11,520** (as may have been modified by the award letter).

Enter Funded Amount Above

**IV. MANNER OF FINANCING**

The AZDOHS shall:

a) Provide up to $ **11,520** to the subrecipient for services provided under Paragraph III.

Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at *www.azdohs.gov*. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

## V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

## VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

## VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at *www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html*

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at *www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html*.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at *www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.*

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf . U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.

d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html.

f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website http://www.dol.gov/compliance/laws/comp-dbra.htm.

Included within the above mentioned guidance documents are provisions for the following:

**National Incident Management System (NIMS)**
The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

**Environmental Planning and Historic Preservation**
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation

Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

**Consultants/Trainers/Training Providers**
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

**Contractors/Subcontractors**
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

**Personnel and Travel Costs**
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *www.gao.az.gov*.

**Procurement**
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, *www.azdohs.gov/grants/*.

**Training and Exercise**
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

**Nonsupplanting Agreement**
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

**E-Verify**
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

**Property Control**
Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property and Capital Assets:

1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at *www.azdohs.gov/Grants/*. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov/Grants/*.

**Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

## VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

## IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

## X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov/Grants/*. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:
**January 15** (period October 1– December 31)
**April 15** (period January 1 – March 31)
**July 15** (period April 1 – June 30)
**October 15** (period July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at *www.azdohs.gov/Grants/*.

f) Financial Reimbursements
**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

## XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

## XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and

explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

## XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

**Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

**Article B - Compliance with Funding Opportunity Announcement**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

**Article C - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

   The United States has the right to seek judicial enforcement of these obligations.

**Article D - Use of DHS Seal, Logo and Flags**
All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article E - USA Patriot Act of 2001**
All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

**Article F - Trafficking Victims Protection Act of 2000**
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procures a commercial sex act during the period of time that the award is in effect; or

3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

**Article G - Non-supplanting Requirement**
All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

**Article H - Lobbying Prohibitions**
All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

**Article I - Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**Article J - Fly America Act of 1974**
All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article K - Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

**Article L - False Claims Act and Program Fraud Civil Remedies**
All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article M - Duplication of Benefits**
State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**Article N - Drug-Free Workplace Regulations**
All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

**Article O - Debarment and Suspension**
All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

**Article P - Copyright**
All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

**Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)**
All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:
*http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf*
and
*http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf*, respectively.

**Article R - Activities Conducted Abroad**
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article S - Acknowledgement of Federal Funding from DHS**
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article T - Assurances, Administrative Requirements and Cost Principles**
Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

**Article U - Age Discrimination Act of 1975**
All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article V - Americans with Disabilities Act of 1990**
All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

**Article W - Title VI of the Civil Rights Act of 1964**
All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article X - Civil Rights Act of 1968**
All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS

Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited* and additional resources on *http://www.lep.gov*.

**Article Z - SAFECOM**
Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**
All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

**Article AB - Rehabilitation Act of 1973**
All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

## XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

## XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

## XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

## XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and

understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

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

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate

to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

**XXXIII. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXIV. TERMINATION**

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

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

**XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

## XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

**Fire Chief, Mark Burdick**
Enter Title, First & Last Name above
**City of Glendale**
Enter Agency Name above
**6829 N. 58th Drive**
Enter Street Address
**Glendale, AZ 85301**
Enter City, State, ZIP

## XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

**City of Glendale**
Enter Agency Name above

Authorized Signature above

**Brenda S. Fischer, City Manager**
Print Name & Title above

Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

*(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)*

**File #:** 14-360, **Version:** 1

**AUTHORIZATION TO ACCEPT THE 2014 GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY - RRT SUSTAINMENT GRANT #140802-02**

Staff Contact: Mark Burdick, Fire Chief

## Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the Federal Fiscal Year (FFY) 2014 grant funds from the Arizona Department of Homeland Security (AZDOHS) and enter into grant agreement number 140802-02.

## Background

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant Funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, and equipment to enhance communication efforts, as well as to develop preparedness training and to enhance prevention and intervention programs. The grant funds will be used for the Glendale Fire Rapid Response Team (RRT) program.

The mission of RRT is to respond to terrorist/Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) incidents utilizing fire, police and emergency operations personnel that are specially trained and equipped to mitigate, render safe and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public.

## Analysis

The Glendale Fire Department will be receiving $108,000 in grant funds that will assist the RRT program. The funds will be used to purchase equipment and training for the operational sustainment of the RRT program. The grant performance period is October 1, 2014 through September 30, 2015. If all documentation is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.

## Previous Related Council Action

Council has accepted grants annually from the AZDOHS since 2003.

## Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 4888 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF FFY 2014 ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT FUNDING IN THE APPROXIMATE AMOUNT OF $108,000 ON BEHALF OF THE GLENDALE FIRE DEPARTMENT AND AUTHORIZING THE EXPENDITURE OF SUCH FUNDS FOR TRAINING AND EQUIPMENT PURCHASE IN SUPPORT OF THE GLENDALE FIRE RAPID RESPONSE TEAM (RRT) PROGRAM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FY 2014 Arizona Department of Homeland Security grant funding in the approximate amount of $108,000 for the Glendale Fire Department for the purpose of Glendale Fire RRT Sustainment, Urban Area Security Initiative (Grant No. 140802-02).

SECTION 2. That the Council of the City of Glendale hereby authorizes expenditure of these grant funds for training and equipment purchase for the Glendale Fire RRT program, as more fully set forth in the FFY 2014 Homeland Security Grant Program application and award.

SECTION 3. That the City Manager, or her designee, and the City Clerk are hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_fire_rrt

# State of Arizona

Governor Janice K. Brewer

# Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Chief Mark Burdick
Glendale Fire Department
6829 N 58th Ave
Glendale, AZ 85301-2471

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140802-02**
Project Title: **Glendale Fire RRT Sustainment**

Dear Chief Mark Burdick:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Glendale Fire RRT Sustainment**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$108,000.** The grant performance period is **October 1, 2014 through September 30, 2015.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide

Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
    - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
    - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
    - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.

- Subgrantees are subject to the AZDOHS Site Monitoring Program.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: BC Jeff McMenemy

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **140802-02** Sub-Recipient: **Glendale Fire Department**

Project Title: **Glendale Fire RRT Sustainment**
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Fire Department**
   Point of Contact: **BC Jeff McMenemy**

   Sub-recipient Address:
   Street: **6829 N 58th Ave**

   City/State/Zip: **Glendale, AZ 85301-2471**

   Head of Agency: **Chief Mark Burdick**
   Authorized individual has delegated authority to make application on behalf of the agency.
   Phone#: **623-930-4401**

   E-mail Address: **mburdick@glendaleaz.com**

2. Organization Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**

5. Total Dollar Amount Requested: **$108,000** Total Dollar Amount Awarded: **$108,000**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subgrantee Agreement. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

| | Print Name | Signature | Date |
|---|---|---|---|
| Project Point of Contact | BC Jeff McMenemy | | 9/18/14 |
| Strategic Planner or Assistant Director Planning & Preparedness | | | |

This form is to be signed and returned.

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

**Glendale Fire Department** 140802-02

## *Training - Budget Detail Worksheet*

**FEMA Approved Training Class and Course Number andTitle and/or Training Event:**

AZ-001-RESP Hazardous Material Response: Technician or AZ-004-RESP Technical Rescue Training

**Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web**

Location to be in AZ sponsered by a Phoenix Regional program Partner. trainig to conducted at Phoenix Special Operations facility and at Glendales Regional Public Training Center- Contact Ron Jamison Phoenix Fire Department

**How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?**

The mission of RRT is to respond to terrorist/CBRNE incidents utilizing fire personnel that are specially trained and equipped to mitigate, render safe and stop criminal acts, as quickly as possible, to prevent or minimize loss of life or serious injury to the public.

**How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?**

Mass Search and Rescue Operations Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible. Training-1. Continue training for new and existing personnel. 2. Develop and implement mass search and rescue operations training.

**Mission Area:** Respond **Training Level:** Preformance

**If requesting supplies, you must provide a list of all consummable supplies requested.**

| | *Backfill Overtime* | | *Workshops / Conf* | | *Contrtrs / Consults* | | *Supplies* | | *Travel* | | *Other* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *# of Deliverables* | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| 3 | $8,000 | $8,000.00 | $3,000 | $3,000.00 | $0 | $0.00 | $0 | $0.00 | $0 | $0.00 | $0 | $0.00 | | |
| *Subtotals:* | $24,000 | $24,000.00 | $9,000 | $9,000.00 | $0 | $0.00 | $0 | $0.00 | $0 | $0.00 | $0 | $0.00 | $33,000 | $33,000.00 |

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

**Glendale Fire Department** **140802-02**

## *Training - Budget Detail Worksheet*

**FEMA Approved Training Class and Course Number andTitle and/or Training Event:**
2015 UASI Conference

**Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web**
1. TBD 2). National Urban Area Security Inititive conference,40. Steve davis, 410-730-56775.) two people

**How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?**
The Mission of RRT is to respond to terrorist/CBRNE incidents utilizing fire personnel that are specificaly trained and equiped to Mitigate, render safe and stop criminal acts as quickly as possible. To prevent or minimize loss of life or serious injury to the public. This conference makes those connections and networks of the latest information .

**How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?**
In order to stay current with trends and best practices within the Federal Grant Process,as well as terrorist/CBRNE, hazardous Materials and tehnical rescue techniques attendance at the conferences covering these areas is crucial. This conference will provide the needs listed above through suject matter experts within the western states as well as rationally.

**Mission Area:** Prevent **Training Level:** Management

**If requesting supplies, you must provide a list of all consummable supplies requested.**

| | *Backfill Overtime* | | *Workshops / Conf* | | *Contrtrs / Consults* | | *Supplies* | | *Travel* | | *Other* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *# of Deliverables* | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| 2 | $0 | $0.00 | $500 | $500.00 | $0 | $0.00 | $0 | $0.00 | $1,300 | $1,300.00 | $0 | $0.00 | | |
| *Subtotals:* | $0 | $0.00 | $1,000 | $1,000.00 | $0 | $0.00 | $0 | $0.00 | $2,600 | $2,600.00 | $0 | $0.00 | $3,600 | $3,600.00 |
| **Training Totals:** | $24,000 | $24,000.00 | $10,000 | $10,000.00 | $0 | $0.00 | $0 | $0.00 | $2,600 | $2,600.00 | $0 | $0.00 | $36,600 | $36,600.00 |

# STATE OF ARIZONA
## Department of Homeland Security
## 2014 STATE HOMELAND SECURITY GRANT PROGRAM
## PROJECT DETAIL

**Glendale Fire Department** **140802-02**

*Equipment - Budget Narrative*

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

| Brief Description and Utilization: | The following items will continue the enhancement of Glendale's RRT (hazardous materials and technical rescue) capabilities. The capabilities are in line with National standards and will allow for a coordinated response to man made and natural disasters within the Region and as part of the State Response Plan. This project increases Regional response capabilities, not just in Glendale, but for other RRT's and jurisdictions as well. |
|---|---|

| *AEL #* | *Item Description* | *Quantity* | *Cost* | *Total Cost* | *AZDOHS Approved* | *Approved Quantity* | *Approved Cost* |
|---|---|---|---|---|---|---|---|
| 01SF-01-FTWR | STRUCTURAL FIREFIGHTER BOOTS FOR SQUAD | 10 | $340.00 | $3,400.00 | Jake Kelly | 10 | $3,400.00 |
| 01SF-01-GARM | STRUCTURAL FF TURNOUTS SET OF PANTS AND JACKET | 10 | $2,300.00 | $23,000.00 | Jake Kelly | 10 | $23,000.00 |
| 01SF-01-GLOV | STRUCTURAL FF GLVES FOR SQUAD | 10 | $100.00 | $1,000.00 | Jake Kelly | 10 | $1,000.00 |
| 01SF-01-HLMT | STRUCTURAL FF HELMETS COMPLETE WITH SHIELD ANS ACCOUNTABILITY MARKINGS FOR SQUAD | 10 | $250.00 | $2,500.00 | Jake Kelly | 10 | $2,500.00 |
| 01SF-01-HOOD | STRUCTURAL FF HOODS FOR SQUAD MEMBERS | 10 | $40.00 | $400.00 | Jake Kelly | 10 | $400.00 |
| 01SW-04-HLMT | WATER RESCUE HELMETS | 10 | $200.00 | $2,000.00 | Jake Kelly | 10 | $2,000.00 |
| 01UR-01-FTWR | BOOTS DEPLOYMENT SIMIAR TO PRO 6006 | 15 | $300.00 | $4,500.00 | Jake Kelly | 15 | $4,500.00 |
| 01UR-01-GARM | DEPLOYMENT PANTS-1951 COMPLIANT | 60 | $50.00 | $3,000.00 | Jake Kelly | 60 | $3,000.00 |
| 01UR-01-GARM | DEPLOYMENT SHIRTS 1951 COMPLIANT | 60 | $30.00 | $1,800.00 | Jake Kelly | 60 | $1,800.00 |
| 01UR-01-HLMT | MOUNTAIN RESCUE HELMETS | 30 | $200.00 | $6,000.00 | Jake Kelly | 30 | $6,000.00 |
| 01UR-01-HLMT | TRENCH RESCUE HEMETS Confined Space Type/lights ,gogggles | 10 | $300.00 | $3,000.00 | Jake Kelly | 10 | $3,000.00 |
| 01ZA-06-HYDR | CAMELPAK TYPE hydration packs | 10 | $100.00 | $1,000.00 | Jake Kelly | 10 | $1,000.00 |
| 03OE-02-BNOC | BINOCULARS | 2 | $1,000.00 | $2,000.00 | Jake Kelly | 2 | $2,000.00 |
| 03OE-04-GRCA | GROUNDING KITS | 2 | $1,000.00 | $2,000.00 | Jake Kelly | 2 | $2,000.00 |
| 03SR-01-SHOR | Raker expansion Kit and related shoring equipment | 2 | $2,000.00 | $4,000.00 | Jake Kelly | 2 | $4,000.00 |
| 03SR-01-TLPN | Pneumatic Air gun | 1 | $500.00 | $500.00 | Jake Kelly | 1 | $500.00 |
| 08D2-02-EDCS | Mass decon portible Nozzles at least 500GPM | 2 | $4,000.00 | $8,000.00 | Jake Kelly | 2 | $8,000.00 |
| 21GN-00-MAIN | calibration equipment for auto-rae meters and other meter maintanence | 10 | $330.00 | $3,300.00 | Jake Kelly | 10 | $3,300.00 |

**Totals For Glendale Fire Department Contract Number 140802-02** *Requested* $71,400.00 *Approved* $71,400.00

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM

## PROJECT DETAIL

**Glendale Fire Department** **140802-02**

## *Application Summary*

### *Award Funded As Follows:*

| | *Requested Amounts* | *Recommended Amounts* | *Awarded Amounts* |
|---|---|---|---|
| *Equipment* | $71,400.00 | $71,400.00 | $71,400.00 |
| *Training* | $36,600.00 | $36,600.00 | $36,600.00 |
| *Exercise* | $0.00 | $0.00 | $0.00 |
| *Planning* | $0.00 | $0.00 | $0.00 |
| *M & A* | $0.00 | $0.00 | $0.00 |
| *Organization* | $0.00 | $0.00 | $0.00 |
| *Award Totals* | $108,000.00 | $108,000.00 | $108,000.00 |

# State of Arizona
# Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2014

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Governor Janice K. Brewer

# State of Arizona

# Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Chief Mark Burdick
Glendale Fire Department
6829 N 58th Ave
Glendale, AZ 85301-2471

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140802-02**
Project Title: **Glendale Fire RRT Sustainment**

Dear Chief Mark Burdick:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Glendale Fire RRT Sustainment**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$108,000.** The grant performance period is **October 1, 2014 through September 30, 2015.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide

Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
    - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
    - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
    - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.

- Subgrantees are subject to the AZDOHS Site Monitoring Program.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: BC Jeff McMenemy

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

# SUBGRANTEE AGREEMENT

## 14-AZDOHS-HSGP-140802-02

Enter Subgrantee Agreement Number above (e.g., 140xxx-xx)

## Between

## The Arizona Department of Homeland Security
## And

## City of Glendale

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

**City of Glendale**

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2014** and shall terminate on **September 30, 2015**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

" **Glendale Fire RRT Sustainment** "

Enter Title of Application

and funded at $ **108,000** (as may have been modified by the award letter).

Enter Funded Amount Above

IV. **MANNER OF FINANCING**

The AZDOHS shall:

a) Provide up to $ **108,000** to the subrecipient for services provided under Paragraph III.

Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at *www.azdohs.gov*. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

## V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

## VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

## VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at *www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html*

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at *www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html*. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at *www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.*

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf . U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.

d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html.

f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website http://www.dol.gov/compliance/laws/comp-dbra.htm.

Included within the above mentioned guidance documents are provisions for the following:

**National Incident Management System (NIMS)**
The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

**Environmental Planning and Historic Preservation**
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation

Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

**Consultants/Trainers/Training Providers**
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

**Contractors/Subcontractors**
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

**Personnel and Travel Costs**
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *www.gao.az.gov*.

**Procurement**
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, *www.azdohs.gov/grants/*.

**Training and Exercise**
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

**Nonsupplanting Agreement**
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

**E-Verify**
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

**Property Control**
Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property and Capital Assets:

1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at *www.azdohs.gov/Grants/*. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov/Grants/*.

**Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

## VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

## IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

## X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov/Grants/*. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:
**January 15** (period October 1– December 31)
**April 15** (period January 1 – March 31)
**July 15** (period April 1 – June 30)
**October 15** (period July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at *www.azdohs.gov/Grants/*.

f) Financial Reimbursements
**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

## XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

## XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and

explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

## XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

**Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

**Article B - Compliance with Funding Opportunity Announcement**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

**Article C - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

   The United States has the right to seek judicial enforcement of these obligations.

**Article D - Use of DHS Seal, Logo and Flags**
All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article E - USA Patriot Act of 2001**
All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

**Article F - Trafficking Victims Protection Act of 2000**
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procures a commercial sex act during the period of time that the award is in effect; or

3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

**Article G - Non-supplanting Requirement**
All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

**Article H - Lobbying Prohibitions**
All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

**Article I - Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**Article J - Fly America Act of 1974**
All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article K - Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

**Article L - False Claims Act and Program Fraud Civil Remedies**
All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article M - Duplication of Benefits**
State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**Article N - Drug-Free Workplace Regulations**
All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

**Article O - Debarment and Suspension**
All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

**Article P - Copyright**
All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

**Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)**
All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:
*http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf*
and
*http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf*, respectively.

**Article R - Activities Conducted Abroad**
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article S - Acknowledgement of Federal Funding from DHS**
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article T - Assurances, Administrative Requirements and Cost Principles**
Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

**Article U - Age Discrimination Act of 1975**
All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article V - Americans with Disabilities Act of 1990**
All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

**Article W - Title VI of the Civil Rights Act of 1964**
All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article X - Civil Rights Act of 1968**
All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS

Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited* and additional resources on *http://www.lep.gov*.

**Article Z - SAFECOM**
Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**
All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

**Article AB - Rehabilitation Act of 1973**
All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

## XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

## XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

## XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

## XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and

understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

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

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate

to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

**XXXIII. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXIV. TERMINATION**

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

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

**XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

## XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

**Fire Chief, Mark Burdick**
Enter Title, First & Last Name above
**City of Glendale**
Enter Agency Name above
**6829 N. 58th Drive**
Enter Street Address
**Glendale, AZ 85301**
Enter City, State, ZIP

## XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

**City of Glendale**
Enter Agency Name above

Authorized Signature above

**Brenda S. Fischer, City Manager**
Print Name & Title above

Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

*(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)*

**File #:** 14-361, **Version:** 1

**AUTHORIZATION FOR DESIGNATION OF APPLICANT'S AGENT FOR STATE DISASTER REIMBURSEMENT**
Staff Contact: Mark Burdick, Fire Chief

## Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to designate Glendale's Emergency Manager as the City of Glendale's representative with the federal and state government to administer the recovery and reimbursement of funds used in supporting declared disasters and emergencies. Staff is requesting City Council approve the designation of the position of the Emergency Manager rather than the person, as has been past practice.

## Background

During times of catastrophic emergency or disaster, the Mayor, Governor of Arizona, or the President of the United States may declare emergencies or disasters that have reimbursable costs for the City of Glendale (Glendale). Glendale may be eligible to apply for state disaster and federal relief funds through the Arizona Department of Emergency and Military Affairs, Division of Emergency Management (ADEM) and the Federal Emergency Management Agency (FEMA) during the inclusive dates of those catastrophic events. The applicant's agent is the person designated by the city as the point of contact for all matters pertaining to federal and state disaster assistance. The applicant's agent is authorized to execute and file applications for public assistance on behalf of Glendale for the purpose of obtaining state and federal assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act.

## Previous Related Council Action

On September 27, 2005, City Council initially approved the designation of the applicant's agent to finalize state disaster reimbursement.

On January 8, 2013, City Council approved an updated designation of the applicant's agent to finalize state disaster reimbursement.

## Community Benefit/Public Involvement

Identification of an applicant's agent formalizes the process by which the city can apply for and administer state and federal disaster relief funding. This funding is essential in the aftermath of catastrophic emergency or disaster to restoring the community to pre-disaster conditions and reducing the impact on its citizens.

## Budget and Financial Impacts

There is no impact to the budget for this request.



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RESOLUTION NO. 4889 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DESIGNATING THE CITY'S EMERGENCY MANAGER AS AGENT AND AUTHORIZING THE AGENT TO EXECUTE APPLICATIONS WITH THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE UNDER THE DISASTER RELIEF ACT.

WHEREAS, during times of catastrophic emergency or disaster, the Governor of Arizona or the President of the United States may declare emergencies or disasters that have reimbursable costs for the City of Glendale;

WHEREAS, the City of Glendale may be eligible to apply for state disaster and federal relief funds through the Arizona Department of Emergency and Military Affairs, Division of Emergency Management and the Federal Emergency Management Agency (FEMA) during inclusive dates of those catastrophic events;

WHEREAS, as part of the cost recovery process the State Department of Emergency and Military Affairs requires the formal designation of an "Applicant's Agent," who is the City of Glendale's authorized representative for obtaining financial assistance under the Disaster Relief Act; and

WHEREAS, the Applicant Agent will manage all disaster projects ensuring that the projects are completed within designated time frames and within the scope of work allowed. Applicant Agent will also be responsible for submitting requests for reimbursement, time extensions and any correspondence relating to any designated emergencies or disasters.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the person holding the position of Emergency Manager is hereby designated as the City of Glendale's Agent and is hereby authorized to execute for, and on behalf of, the City of Glendale, an entity established under the laws of the State of Arizona, any applications and all other required documents, and file them in the appropriate state office, for the purpose of obtaining certain financial assistance under the Disaster Relief Act, or otherwise available disaster relief funds.

SECTION 2. That the City of Glendale's Agent is hereby authorized to provide the state and federal units all materials pertaining to disaster assistance applications.

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_manager_emergency

# ARIZONA DIVISION OF EMERGENCY MANAGEMENT
# DESIGNATION OF APPLICANT'S AGENT FORM

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AGENT** for the following term:

☐ For PCA No. _____ only ☐ For the period of ____ to____ ☑ Until further notice

☐ Until further notice for HAZMAT incident

Applicant Name: CITY OF GLENDALE

## CERTIFICATION

I, BRENDA FISCHER (Authorizing Official's Name), duly appointed and CITY MANAGER (Title) of CITY OF GLENDALE (Applicant Name), do hereby certify that the information below is true and correct, based on a resolution passed and approved by the GLENDALE CITY COUNCIL (Governing Body) of CITY OF GLENDALE (Applicant Name) on the _____ (day) day of _____ (month), _____ (year).

CITY OF GLENDALE EMERGENCY MANAGER (Name of Designated Applicant Agent) has been designated as the Applicant Agent to act on behalf of CITY OF GLENDALE (Applicant Name).

_____ (Authorizing Official's Signature) CITY MANAGER (Title) _____ (Date)

## Designated Applicant's Agent

Name TIM WAYNE

Title/Official Position CITY OF GLENDALE EMERGENCY MANAGER

Mailing Address 11550 W GLENDALE AVE

City, State, Zip GLENDALE, AZ 85307

Daytime Telephone Number 623.872.5002 Fax 623.972.5095
(Please include area code and extension if not a direct number)

E-mail Address TWAYNE@GLENDALEAZ.COM Pager/Cell 602.510.0671

**For ADEM Use Only**

Received By: _____ (Initials & Date) July 2000 Form # AZ PA 204-4

**File #:** 14-365, **Version:** 1

**AUTHORIZATION TO ACCEPT THE 2014 ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT - MMRS PROGRAM #140202-01**

Staff Contact: Mark Burdick, Fire Chief

## Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the Federal Fiscal Year (FFY) 2014 grant funds from the Arizona Department of Homeland Security (AZDOHS) and enter into grant agreement number 140202-01.

## Background

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant Funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, and equipment to enhance communication efforts, as well as to develop preparedness training and to enhance prevention and intervention programs, such as the City of Glendale Metropolitan Medical Response System (MMRS), which originated in 2002.

## Analysis

The Glendale Fire Department will be receiving $24,955 in grant funds that will assist the MMRS program operations and training. The funds will be used to purchase medical supplies and to replace expired pharmaceutical supplies for the MMRS program. The funds will also be used for personnel to attend National MMRS planning conferences. The grant performance period is October 1, 2014 through September 30, 2015. If all documentation is not signed and received by AZDOHS on or before January 31, 2015, this award is rescinded and the funds will be reallocated.

The MMRS program is sustained entirely through grant funding. If the grant funding is discontinued, the city may elect to discontinue the MMRS program.

## Previous Related Council Action

Council has accepted grants annually from the AZDOHS since 2003.

## Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 4890 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF FFY 2014 ARIZONA DEPARTMENT OF HOMELAND SECURITY GRANT FUNDING IN THE APPROXIMATE AMOUNT OF $24,955 ON BEHALF OF THE GLENDALE FIRE DEPARTMENT AND AUTHORIZING THE EXPENDITURE OF SUCH FUNDS TO PURCHASE EQUIPMENT IN SUPPORT OF THE MMRS PROGRAM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FY 2014 Arizona Department of Homeland Security grant funding in the approximate amount of $24,955 for Glendale Fire Department for the purpose of the City of Glendale MMRS Program (Grant No. 140202-01).

SECTION 2. That the Council of the City of Glendale hereby authorizes expenditure of these grant funds to purchase equipment for the City of Glendale MMRS Program, as more fully set forth in the FFY 2014 Homeland Security Grant Program application award.

SECTION 3. That the City Manager, or her designee, and the City Clerk are hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager
g_fire_mmrs

# State of Arizona

Governor Janice K. Brewer

# Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Chief Mark Burdick
Glendale Fire Department
5800 West Glenn Drive, Suite 350
Glendale, AZ 85301-2471

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140202-01**
Project Title: **City of Glendale MMRS Program**

Dear Chief Mark Burdick:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**City of Glendale MMRS Program**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **$24,955.** The grant performance period is **October 1, 2014 through September 30, 2015. Enclosed are modified Budget Narrative pages that identify approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM

Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
    - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
    - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
    - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.

- Subgrantees are subject to the AZDOHS Site Monitoring Program

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Chief Elio Pompa

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **140202-01** Sub-Recipient: **Glendale Fire Department**

Project Title: **City of Glendale MMRS Program**

Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **Glendale Fire Department**

   Point of Contact: **Chief Elio Pompa**

   Sub-recipient Address:
   Street: **5800 West Glenn Drive, Suite 350**

   City/State/Zip: **Glendale, AZ 85301-2471**

   Head of Agency: **Chief Mark Burdick**
   Authorized individual has delegated authority to make application on behalf of the agency.

   Phone#: **623-930-4400**

   E-mail Address: **mburdick@glendaleaz.com**

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Central Region**

4. Initiative Title: **Strengthen Medical Surge & Mass Prophylaxis Capabilities**

5. Total Dollar Amount Requested: **$48,455** Total Dollar Amount Awarded: **$24,955**

This form is to be signed and returned.

This form is to be signed and returned.

Grant #: **140202-01** Sub-Recipient: **Glendale Fire Department**

Project Title: **City of Glendale MMRS Program**
Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subgrantee Agreement. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

| | Print Name | Signature | Date |
|---|---|---|---|
| Project Point of Contact | Chief Elio Pompa | Elio Pompa | 9-18-2014 |
| Strategic Planner or Assistant Director Planning & Preparedness | | | |

## Award Funded as follows:

| | Requested Totals | Recommended Totals | Awarded Totals |
|---|---|---|---|
| Equipment | $38,890 | $24,955 | $24,955 |
| Training | $ 0 | $ 0 | $ 0 |
| Exercise | $ 0 | $ 0 | $ 0 |
| Planning | $10,000 | $10,000 | $ 0 |
| M & A | $ 0 | $ 0 | $ 0 |
| Organization | $ 0 | $ 0 | $ 0 |
| Award Total | $48,455 | $34,955 | $24,955 |

This form is to be signed and returned.

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

**Glendale Fire Department** **140202-01**

## *Planning - Budget Detail Worksheet*

**State Strategy Objective Name and Action Item Number:** Not Asked

**Provide a description of this planning activity:** The City of Glendale MMRS participates in the National MMRS Meeting and National Homeland Security Conference annually. The funding request allows for 2 GFD personnel to attend. Registration fee $500.00 per person x 2 = $1000. plus associated travel costs $4,000, $2,000.00 X 2

| *Backfill and Overtime* | | *Staff/Contr/Consul* | | *Confer / Workshops* | | *Travel/Per Diem* | | *Materials* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| $0 | $0.00 | $0 | $0.00 | $1,000 | $0.00 | $4,000 | $0.00 | $0 | $0.00 | $5,000 | $0.00 |

**Selected Associated Staff, Contractor, Consultant Costs Category:** Choose Planning Cost For Staff, Contractors, Consultants

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**State Strategy Objective Name and Action Item Number:** Not Asked

**Provide a description of this planning activity:** GFD personnel will assist in the review, enhancement and development of GFD and MMRS plans and the standard operating procedures for sustainment and deployment. Personnel will serve as subject matter experts and allow for a more efficient and comprehensive approach in the planning process. Associated costs Overtime $5,000 $49.81 per hour plus $9.48 per hour Public Safety Retirement x 84 hours total

| *Backfill and Overtime* | | *Staff/Contr/Consul* | | *Confer / Workshops* | | *Travel/Per Diem* | | *Materials* | | *Total* | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded | Requested | Awarded |
| $5,000 | $0.00 | $0 | $0.00 | $0 | $0.00 | $0 | $0.00 | $0 | $0.00 | $5,000 | $0.00 |

**Selected Associated Staff, Contractor, Consultant Costs Category:** Choose Planning Cost For Staff, Contractors, Consultants

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| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Planning Totals:** | $5,000 | $0.00 | $0 | $0.00 | $1,000 | $0.00 | $4,000 | $0.00 | $0 | $0.00 | $10,000 | $0.00 |

# STATE OF ARIZONA
## Department of Homeland Security
## 2014 STATE HOMELAND SECURITY GRANT PROGRAM
## PROJECT DETAIL

**Glendale Fire Department** **140202-01**

*Equipment - Budget Narrative*

**Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.**

| | |
|---|---|
| **Brief Description and Utilization:** | It is expected that pharmaceutical and medical supplies in the MMRS cache will expire within the grant period and will require replacement. |

| *AEL #* | *Item Description* | *Quantity* | *Cost* | *Total Cost* | *AZDOHS Approved* | *Approved Quantity* | *Approved Cost* |
|---|---|---|---|---|---|---|---|
| 09MS-01-TTAG | Disposable patient marking devices for mass triage 50/bx | 8 | $75.00 | $600.00 | Susan Dzbanko | 8 | $600.00 |
| 09MS-02-AWMG | Endotracheal tubes, various sizes 10/box uncuffed | 48 | $20.00 | $960.00 | Susan Dzbanko | 48 | $960.00 |
| 09MS-02-AWMG | Endotracheal tubes, various sizes 10/box cuffed | 48 | $20.00 | $960.00 | Susan Dzbanko | 48 | $960.00 |
| 09MS-02-AWMG | Total non-rebreather adult mask 50/case | 5 | $80.00 | $400.00 | Susan Dzbanko | 5 | $400.00 |
| 09MS-02-AWMG | Lubricating jelly, sterile 2.7 gm 144/box | 6 | $20.00 | $120.00 | Susan Dzbanko | 6 | $120.00 |
| 09MS-03-DSIN | Alcohol gel hand wipes 12 tubs/case | 4 | $120.00 | $480.00 | Susan Dzbanko | 4 | $480.00 |
| 09MS-05-IVSA | Field IV Start Kit 50/case | 6 | $350.00 | $2,100.00 | Susan Dzbanko | 6 | $2,100.00 |
| 09MS-05-IVSA | IV admin set 10 drop 50/case | 10 | $114.00 | $1,140.00 | Susan Dzbanko | 10 | $1,140.00 |
| 09PH-01-ALBU | Albuterol, 3ml vials, 25 box | 15 | $30.00 | $450.00 | Susan Dzbanko | 15 | $450.00 |
| 09PH-01-ATVT | Ipatroplum Bromide, 2.5 ml vials 30/box | 15 | $30.00 | $450.00 | Susan Dzbanko | 15 | $450.00 |
| 09PH-01-SALI | 0.9% Sodium Chloride100 ml 96/case | 2 | $435.00 | $870.00 | Susan Dzbanko | 2 | $870.00 |
| 09PH-01-SALI | 0.9% Sodium Chloride 500 ml 24/case | 28 | $80.00 | $2,240.00 | Susan Dzbanko | 28 | $2,240.00 |
| 09PH-01-WATR | Sterile water for wound irrigation 500ml 18 case | 16 | $70.00 | $1,120.00 | Susan Dzbanko | 16 | $1,120.00 |
| 09PH-03-DOXY | Doxycycline 100mg, 50/bottle | 120 | $225.00 | $27,000.00 | Susan Dzbanko | 60 | $13,065.00 |

**Totals For Glendale Fire Department Contract Number 140202-01** *Requested* $38,890.00 *Approved* $24,955.00

# STATE OF ARIZONA

## Department of Homeland Security

## 2014 STATE HOMELAND SECURITY GRANT PROGRAM

## PROJECT DETAIL

**Glendale Fire Department** 140202-01

# *Application Summary*

## *Award Funded As Follows:*

| | *Requested Amounts* | *Recommended Amounts* | *Awarded Amounts* |
|---|---|---|---|
| *Equipment* | $38,890.00 | $24,955.00 | $24,955.00 |
| *Training* | $0.00 | $0.00 | $0.00 |
| *Exercise* | $0.00 | $0.00 | $0.00 |
| *Planning* | $10,000.00 | $10,000.00 | $0.00 |
| *M & A* | $0.00 | $0.00 | $0.00 |
| *Organization* | $0.00 | $0.00 | $0.00 |
| *Award Totals* | $48,890.00 | $34,955.00 | $24,955.00 |

# State of Arizona
# Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2014

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

# State of Arizona

Governor Janice K. Brewer

# Department of Homeland Security

Director Gilbert M. Orrantia

September 12, 2014

Chief Mark Burdick
Glendale Fire Department
5800 West Glenn Drive, Suite 350
Glendale, AZ 85301-2471

Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140202-01**
Project Title: **City of Glendale MMRS Program**

Dear Chief Mark Burdick:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**City of Glendale MMRS Program**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **$24,955.** The grant performance period is **October 1, 2014 through September 30, 2015. Enclosed are modified Budget Narrative pages that identify approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
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- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM

Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

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- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

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- Subgrantees are subject to the AZDOHS Site Monitoring Program

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Chief Elio Pompa

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

# SUBGRANTEE AGREEMENT

## 14-AZDOHS-HSGP-140202-01

Enter Subgrantee Agreement Number above (e.g., 140xxx-xx)

## Between

## The Arizona Department of Homeland Security
## And
## City of Glendale

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

**City of Glendale**

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2014** and shall terminate on **September 30, 2015**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

" **Glendale Fire MMRS Program** "

Enter Title of Application

and funded at $ **24,955** (as may have been modified by the award letter).

Enter Funded Amount Above

IV. **MANNER OF FINANCING**

The AZDOHS shall:

a) Provide up to $ **24,955** to the subrecipient for services provided under Paragraph III.

Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at *www.azdohs.gov*. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

## V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

## VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

## VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at *www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html*

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at *www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html*.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at *www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.*

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf . U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.

d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html.

f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website http://www.dol.gov/compliance/laws/comp-dbra.htm.

Included within the above mentioned guidance documents are provisions for the following:

**National Incident Management System (NIMS)**
The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

**Environmental Planning and Historic Preservation**
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation

Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

**Consultants/Trainers/Training Providers**
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

**Contractors/Subcontractors**
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

**Personnel and Travel Costs**
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *www.gao.az.gov*.

**Procurement**
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, *www.azdohs.gov/grants/*.

**Training and Exercise**
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

**Nonsupplanting Agreement**
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

**E-Verify**
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

**Property Control**
Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property and Capital Assets:

1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at *www.azdohs.gov/Grants/*. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov/Grants/*.

**Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

## VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

## IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

## X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov/Grants/*. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:
**January 15** (period October 1– December 31)
**April 15** (period January 1 – March 31)
**July 15** (period April 1 – June 30)
**October 15** (period July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at *www.azdohs.gov/Grants/*.

f) Financial Reimbursements
**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

## XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

## XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and

explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

## XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

**Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

**Article B - Compliance with Funding Opportunity Announcement**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

**Article C - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

   The United States has the right to seek judicial enforcement of these obligations.

**Article D - Use of DHS Seal, Logo and Flags**
All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article E - USA Patriot Act of 2001**
All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

**Article F - Trafficking Victims Protection Act of 2000**
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procures a commercial sex act during the period of time that the award is in effect; or

3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

**Article G - Non-supplanting Requirement**
All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

**Article H - Lobbying Prohibitions**
All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

**Article I - Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**Article J - Fly America Act of 1974**
All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article K - Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

**Article L - False Claims Act and Program Fraud Civil Remedies**
All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article M - Duplication of Benefits**
State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**Article N - Drug-Free Workplace Regulations**
All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

**Article O - Debarment and Suspension**
All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

**Article P - Copyright**
All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

**Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)**
All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:
*http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf*
and
*http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf*, respectively.

**Article R - Activities Conducted Abroad**
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article S - Acknowledgement of Federal Funding from DHS**
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article T - Assurances, Administrative Requirements and Cost Principles**
Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

**Article U - Age Discrimination Act of 1975**
All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article V - Americans with Disabilities Act of 1990**
All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

**Article W - Title VI of the Civil Rights Act of 1964**
All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article X - Civil Rights Act of 1968**
All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS

Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited* and additional resources on *http://www.lep.gov*.

**Article Z - SAFECOM**
Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**
All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

**Article AB - Rehabilitation Act of 1973**
All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

## XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED
Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

## XV. AGREEMENT RENEWAL
This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

## XVI. RIGHT TO ASSURANCE
If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

## XVII. CANCELLATION FOR CONFLICT OF INTEREST
The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and

understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

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

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate

to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

**XXXIII. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXIV. TERMINATION**

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

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

**XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

## XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

**Fire Chief, Mark Burdick**
Enter Title, First & Last Name above
**City of Glendale**
Enter Agency Name above
**6829 N. 58th Drive**
Enter Street Address
**Glendale, AZ 85301**
Enter City, State, ZIP

## XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

**City of Glendale**
Enter Agency Name above

Authorized Signature above

**Brenda S. Fischer, City Manager**
Print Name & Title above

Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

*(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)*

**File #:** 14-366, **Version:** 1

**AUTHORIZATION TO ACCEPT THE 2013 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FROM THE US DEPARTMENT OF HOMELAND SECURITY**

Staff Contact: Mark Burdick, Fire Chief

## Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to approve and accept an amendment to the fire department's 2013 SAFER grant, in the amount of $343,860 in additional federal funding from the Federal Emergency Management Agency (FEMA).

## Background

SAFER grants are designed to help fire departments maintain adequate fire and emergency response staffing by fully funding the compensation and benefits costs of newly hired firefighters for a period of 24-months. Glendale was successful in receiving a 2013 SAFER grant to hire 15 firefighters, replacing positions lost to attrition during the recession. The SAFER firefighters were hired on July 28, and are currently attending their fire academy training. They are expected to complete their training and begin working in the field in mid-November.

Fire department staff discovered a discrepancy in the original grant request and brought it to the attention of FEMA, seeking to amend the SAFER award to fund the complete scope of work. FEMA has approved the amendment request, which involves additional allowable funding for benefits, increasing the total grant award from $1,938,120 to $2,281,980. This increased funding helps to further reduce costs associated with the new personnel.

## Previous Related Council Action

Council approved the acceptance of the SAFER grant at the March 25, 2014 Voting Meeting.

## Community Benefit/Public Involvement

The community will benefit from the service provided by these 15 firefighters who will work in an operational capacity, supplementing the existing emergency response staffing in the field.

## Budget and Financial Impacts

This grant amendment increases the amount of the award but will have no additional budgetary impact on the City.

RESOLUTION NO. 4891 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF ADDITIONAL FUNDING FOR HEALTH INSURANCE BENEFITS FROM THE FEDERAL STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT IN THE AMOUNT OF $343,860 (FOR A TOTAL OF $2,281,980) IN CONNECTION WITH THE HIRING OF UP TO 15 FIREFIGHTERS.

WHEREAS the City of Glendale Fire Department previously made application for grant funding to the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) for a Staffing for Adequate Fire and Emergency Response (SAFER) grant in the amount of $1,938,120 to facilitate the hiring of up to 15 new firefighters ("Original Grant"); and

WHEREAS the Original Grant (Agreement Number EMW-2013-FH-00763) was accepted by the Glendale City Council and the expenditure of the grant funds and additional non-reimbursable funds were authorized pursuant to Resolution No. 4776 New Series; and

WHEREAS the City of Glendale Fire Department has made application for additional SAFER grant funds in the amount of $343,860 for the costs of health insurance benefits for the 15 SAFER firefighters; and

WHEREAS the Council of the City of Glendale desires to facilitate the timely acceptance of the additional SAFER grant funding and authorize related expenditures.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager, or her designee, is hereby authorized and directed to execute and deliver any and all documents necessary for the acceptance and expenditure of the Staffing for Adequate Fire and Emergency Response (SAFER) additional grant funds offer in the amount of $343,860 (Amendment Number EMW-2013-FH-00763-001) from the Federal Emergency Management Agency and U.S. Department of Homeland Security on behalf of the Glendale Fire Department and to expend said grant in accordance with its terms.

SECTION 2. Upon grant acceptance, the total revised grant amount is $2,281,980. All other terms and conditions of the grant remain unchanged.

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

g_fire_safer amd

# Request Grant Amendment

**Amendment Number:** EMW-2013-FH-00763-001

| | |
|---|---|
| **Federal share awarded:** | 2,281,980.00 |
| **Federal share requested:** | 0.00 |
| **Amount paid to date:** | 0.00 |
| **Amount of pending payments:** | 0.00 |
| **Balance of federal funds:** | 2,281,980.00 |

Grant Amendment Request

You may either type your request in the space provided below; or create the text in your word processing system and then copy it into the space provided below.

This amendment request is to correct a health insurance benefits miscalculation in the original SAFER grant application.

The funding needed to cover health insurance benefits for the SAFER firefighters was calculated incorrectly, using the monthly cost instead of the annual cost, creating a 22-month shortfall in the total amount requested. The error was not caught until after the application had been submitted.

The total cost of health insurance benefits per firefighter is $12,504 per year for health, dental and vision coverage. For the 15 SAFER firefighters combined, this equals $187,560 per year.

Two months of coverages were included in the original application. This amendment is requesting an additional $343,860, or $171,930 per year to fund 22 months of health insurance benefits omitted from the initial request.

We appreciate the ability to fully our SAFER project.

## Amendment Package

Federal Emergency Management Agency
Washington, D.C. 20472

Ms Sandra Van Winkle
Glendale Fire Department
5800 W Glenn Dr., Suite 350
Glendale, Arizona 85301-2532

Re: Grant No. EMW-2013-FH-00763

Dear Ms Van Winkle:

This letter is in written response to your amendment request regarding a cost change within your grant. The approved increase is $343,860 to your total grant request. The total revised grant amount as a result of this amendment is $2,281,980, this is also the Federal share of the cost. All other terms and conditions of the grant remain unchanged, except as noted per your amendment. Please maintain copies of all bids/quotes, purchase receipts, vouchers, etc., along with a copy of this letter in your grant file. All other terms and conditions remain unchanged.

If you have any further questions and/or concerns please contact Earl Davis at (202) 786-9740.

Sincerely,

Earl Davis
Grant Management Specialist

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION**
**STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANTS**
**Application**

**INSTRUMENT:** GRANT
**AGREEMENT NUMBER:** EMW-2013-FH-00763
**GRANTEE:** Glendale Fire Department
**AMOUNT:** $2,281,980.00,

**Project Description**

The purpose of the Staffing for Adequate Fire and Emergency Response program is to provide funding directly to fire departments and volunteer firefighter interest organizations in order to help them increase or maintain the number of trained, "front line" firefighters available in their communities.

After careful consideration, FEMA has determined that the recipient's project submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Staffing for Adequate Fire and Emergency Response Grants program's purpose and worthy of award. The recipient shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application narrative. These sections of the application are made a part of these grant agreement articles by reference. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

**Grantee Concurrence**

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the recipient accepts and agrees to abide by the terms and conditions of the grant as set forth in this document. Recipients agree that they will use the funds provided through the Fiscal Year 2013 Staffing for Adequate Fire and Emergency Response grant in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2013 Staffing for Adequate Fire and Emergency Response program guidance. All documents submitted as part of the original grant application are made a part of this agreement by reference.

**Period of Performance**

30-APR-14 to 29-APR-16

**Amount Awarded**

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

| | |
|---|---|
| Personnel: | $1,292,835.00 |
| Fringe Benefits | $989,145.00 |
| Travel | $0.00 |
| Equipment | $0.00 |
| Supplies | $0.00 |
| Contractual | $0.00 |
| Construction | $0.00 |
| Other | $0.00 |

| | |
|---|---|
| Indirect Charges | $0.00 |
| Total | $2,281,980.00 |

**NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)**

**System for Award Management (SAM)**

**Prior to requesting federal funds, all recipients are required to register their entity information in the System for Award Management (SAM.gov).** As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

**FEMA Officials**

**Program Officer:** The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

**Grants Assistance Officer:** The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

**Grants Operations POC:** The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

**ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 4000 characters)**

Agreement Articles

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

**AGREEMENT ARTICLES**

**STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) Grants**

**GRANTEE: Glendale Fire Department**

**PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) -**

**AGREEMENT NUMBER: EMW-2013-FH-00763**

**AMENDMENT NUMBER: 1**

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**Article I - Administrative Requirements**

The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

**Article II - Lobbying Prohibitions**

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

**Article III - Financial Reporting**

Recipients will be required to submit a semi-annual Federal Financial Report (FFR), Standard Form (SF-425) through the AFG online e-grant system. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR is due semi-annually based on the calendar year beginning with the period after the award is made. Recipients are required to submit an FFR throughout the entire period of performance of the grant. The reporting periods for the FFR are January 1 through June 30 (report due by July 31), and July 1 through December 31 (report due by January 31). At the end of the grant's period of performance, all recipients are required to produce a final report on how the grant funding was used and the benefits realized from the award. Recipients must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

**Article IV - GPD - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

**Article V - GPD - Drug-Free Workplace Regulations**

All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988

(41 U.S.C. §701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR3001.

**Article VI - Fly America Act of 1974**

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C.- 4 -§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article VII - Activities Conducted Abroad**

All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article VIII - Acknowledgement of Federal Funding from DHS**

All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article IX - Copyright**

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

**Article X - Use of DHS Seal, Logo and Flags**

All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article XI - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS. 2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup

documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. 6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

**Article XII - Civil Rights Act of 1964**

Recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C.§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article XIII - Civil Right Act of 1968**

All recipients of financial assistance will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C.§ 3601 et seq.),as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**Article XIV - Americans with Disabilities Act of 1990**

All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

**Article XV - Age Discrimination Act of 1975**

All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article XVI - Title IX of the Education Amendments of 1972**

All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972(20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

**Article XVII - Rehabilitation Act of 1973**

All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These

requirements pertain to the provision of benefits or services as well as to employment.

**Article XVIII - Limited English Proficiency**

All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

**Article XIX - Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

**Article XX - Clean Air Act of 1970 and Clean Water Act of 1977**

All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

**Article XXI - Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

**Article XXII - National Environmental Policy Act (NEPA) of 1969**

All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA),as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

**Article XXIII - National Flood Insurance Act of 1968**

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other

body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44CFR Part 63.

**Article XXIV - Flood Disaster Protection Act of 1973**

All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

**Article XXV - Coastal Wetlands Planning, Protection, and Restoration Act of 1990**

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

**Article XXVI - USA Patriot Act of 2001**

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

## FEDERAL EMERGENCY MANAGEMENT AGENCY
## OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

| 1. AGREEMENT NO. | 2. AMENDMENT NO. | 3. RECIPIENT NO. | 4. TYPE OF ACTION | 5. CONTROL NO. |
|---|---|---|---|---|
| EMW-2013-FH-00763 | 1 | 86-6000247 | AWARD | W497249N |

| 6. RECIPIENT NAME AND ADDRESS | 7. ISSUING OFFICE AND ADDRESS | 8. PAYMENT OFFICE AND ADDRESS |
|---|---|---|
| Glendale Fire Department<br>5800 W Glenn Dr., Suite 350<br>Glendale<br>Arizona, 85301-2532 | FEMA/Financial and Grants Management Division<br>500 C Street, S.W., Room 350<br>Washington DC, 20472<br>POC: Chenise Purvis 202-786-9446 | FEMA/Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20472 |

| 9. NAME OF RECIPIENT PROJECT OFFICER | PHONE NO. | 10. NAME OF PROJECT COORDINATOR | PHONE NO. |
|---|---|---|---|
| Sandra Van Winkle | 6239304486 | Catherine Patterson | 1-866-274-0960 |

| 11. EFFECTIVE DATE OF THIS ACTION | 12. METHOD OF PAYMENT | 13. ASSISTANCE ARRANGEMENT | 14. PERFORMANCE PERIOD |
|---|---|---|---|
| 30-APR-14 | SF-270 | Cost Sharing | From:30-APR-14 To:29-APR-16<br>Budget Period<br>From:21-OCT-13 To:30-SEP-14 |

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + OR (-) | CURRENT TOTAL AWARD | CUMMULATIVE NON-FEDERAL COMMITMENT |
|---|---|---|---|---|---|---|
| SAFER | 97.083 | 2014-M3-C211-P4310000-4101-D | $1,938,120.00 | $343,860.00 | $2,281,980.00 | $0.00 |
| | | TOTALS | $1,938,120.00 | $343,860.00 | $2,281,980.00 | $0.00 |

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
ROSALIE VEGA

DATE
21-AUG-14

Close Window

**File #:** 14-350, **Version:** 1

**ANNEXATION AN-192 EAST OF THE SOUTHEAST CORNER OF THE NEW RIVER AND THE BEAUBIEN DRIVE ALIGNMENT (ORDINANCE) (PUBLIC HEARING REQUIRED)**
Staff Contact: Jon M. Froke, AICP, Planning Director

**Purpose and Recommended Action**

This is a request for City Council to conduct a public hearing and adopt an annexation ordinance for Annexation AN-192, which consists of approximately 2.6 acres located east of the southeast corner of the New River and the Beaubien Drive alignment. This is one of a series of annexations and deannexations proposed as part of the development for the Church of Joy campus, Aspera development, and development of the City of Peoria trails system.

**Background**

The annexation involves 2.6 acres of property owned by a single property owner. The property is vacant. While the site of the proposed annexation is currently in the City of Peoria, it is located east of the New River, and no City of Peoria utilities are east of New River in this area. While the total size of the property to be annexed is 2.6 acres, it is partly within the floodway.

The property is currently zoned AG (General Agriculture) in the City of Peoria. After annexation, the City of Glendale will apply the most comparable Glendale zoning district to the existing Peoria zoning. The most comparable Glendale district is A-1 (Agricultural).

The applicant is coordinating with the City of Peoria concerning this annexation request. Following the City of Glendale's annexation, and Peoria's deannexation, the annexation and deannexation request requires ratification by the Maricopa County Board of Supervisors to adjust the city limits line.

**Analysis**

If the annexation is approved, the Glendale city limits will follow the approximate river bottom of New River.

The Church of Joy has indicated they ultimately intend to expand their church campus to utilize this property along the east side of New River, once this property is annexed into the City of Glendale. At this time, no development plans have been filed.

Due to the small size of the annexation request and proposed use of the property, no economic impact study has been prepared for the area considered for annexation by this request, AN-192.

In summary, the city limit line between Glendale and Peoria runs north-south and east-west in the area of

New River north of Beardsley Road. The current city limits line leaves small parts of the City of Glendale west of the New River and small parts of the City of Peoria east of the New River.

The proposed annexation, when completed, would result in a reduction of acreage located within the Peoria city limits on the opposite side of the river. The City of Glendale has previously annexed from the City of Peoria, area east of the New River between the Beardsley Road alignment and Union Hills Drive.

Staff recommends conducting a public hearing and waiving reading beyond the title and adopting Annexation Ordinance AN-192.

**Previous Related Council Action**

At the April 8, 2014 meeting, City Council approved General Plan Amendment (GPA13-04) and Rezoning (ZON13-07) application for the Aspera development, located to the south of the proposed annexation.

**Community Benefit/Public Involvement**

The annexation would require that any future development in that area meet the Glendale General Plan requirements as well as all other Glendale development standards. The annexation will permit the site to be most efficiently served by utilities for development by the City of Glendale, given the proximity to existing infrastructure nearby. This annexation will further the development of the proposed Aspera development and future development of the Church of Joy campus.

All property owners within the area to be annexed have been notified of the public hearing by first class mail. The proposed annexation area has been posted in three conspicuous places on the property and posted in *The Glendale Star* . No comments have been received. State law does not require a separate public hearing on a blank petition for cross jurisdictional annexation and deannexation requests between two cities.



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ORDINANCE NO. 2909 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF A.R.S. § 9-471.02, BY ANNEXING THERETO CERTAIN TERRITORY CONSISTING OF APPROXIMATELY 2.6 ACRES EAST OF THE SOUTHEAST CORNER OF THE NEW RIVER AND THE BEAUBIEN DRIVE ALIGNMENT, TO BE KNOWN AS ANNEXATION AREA NO. 192.

WHEREAS, A.R.S. § 9-471.02 provides a method for deannexation of land from one municipality and the annexation of such land to another municipality; and

WHEREAS, it is the desire of the City of Glendale to annex certain territory now within the corporate limits of the City of Peoria (see Exhibit A); and

WHEREAS, the territory proposed to be annexed to the City of Glendale is contiguous to the corporate limits of the City of Glendale; and

WHEREAS, a zoning classification which permits densities and uses no greater than those permitted by the City of Peoria immediately prior to annexation will be applied by the City of Glendale to the annexation area; and

WHEREAS, the Mayor and Council are desirous of extending and increasing the corporate limits of the City of Glendale to include said territory.

NOW, THEREFORE, BE IT ORDAINDED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Glendale, and the present corporate limits be extended and increased to include the following described territory contiguous to the present City limits of Glendale, to wit:

(See Exhibit B attached hereto and
incorporated herein by this reference.)

SECTION 2. That said annexation is contingent upon the fulfillment of the conditions set forth in A.R.S. § 9-471.02.

SECTION 3. That the current City of Peoria zoning for the property is AG (General Agricultural) and therefore the property upon annexation shall be zoned within the City of Glendale with the classification of A-1 (Agricultural) and shall be applied to the territory described in Exhibit B in accordance with A.R.S. § 9-471(L) and that the effective date of this classification shall be the same as the effective date of this annexation ordinance.

SECTION 4. That a copy of this ordinance, together with an accurate map of the territory hereby annexed from the City of Glendale, certified by the Mayor, be forthwith filed in the office of the Maricopa County Board of Supervisors with a request that the Board of Supervisors set a hearing date as set forth in A.R.S. § 9-471.02(D) (see Exhibit C).

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

an_192

EXHIBIT A

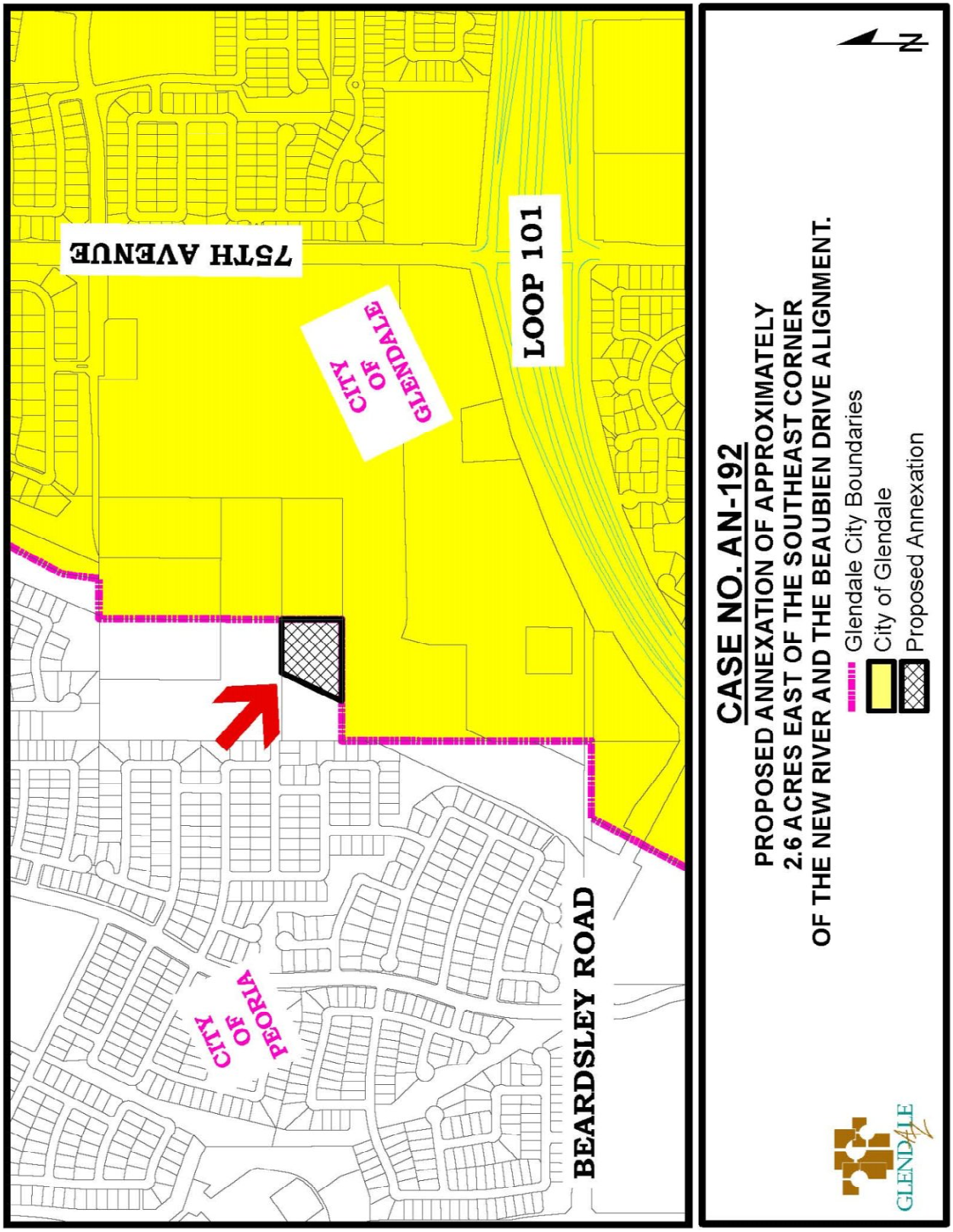

CASE NO. AN-192
PROPOSED ANNEXATION OF APPROXIMATELY
2.6 ACRES EAST OF THE SOUTHEAST CORNER
OF THE NEW RIVER AND THE BEAUBIEN DRIVE ALIGNMENT.
Glendale City Boundaries
City of Glendale
Proposed Annexation
N
GLENDALE AZ
75TH AVENUE
LOOP 101
CITY OF GLENDALE
CITY OF PEORIA
BEARDSLEY ROAD

EXHIBIT B

AN-192 Legal Description

Deannexation by the City of Peoria and
Annexation by the City of Glendale

A portion of the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Commencing at a brass cap found at the south quarter corner of said Section 23 from which an iron rod found at the center corner of said Section 23 bears North 00 degrees 05 minutes 31 seconds East 2635.43 feet;

Thence, along the west line of the southeast quarter of said Section 23, North 00 degrees 05 minutes, 31 seconds East, 1317.71 feet to a nail with washer marked, "Springer RLS 34399" found at the northwest corner of the southwest quarter of the southeast quarter of said Section 23;

Thence, along the north line of the southwest quarter of the southeast quarter of said Section 23, North 89 degrees 57 minutes 59 seconds East, 237.04 feet to the Point of Beginning;

Thence North 25 degrees 25 minutes 49 seconds East, 365.13 feet to the north line of the south half of the southwest quarter of the northwest quarter of the southeast quarter of said Section 23;

Thence, along said north line, North 89 degrees 55 minutes 58 seconds East, 269.03 feet to the east line of the south half of the southwest quarter of the northwest quarter of the southeast quarter of said Section 23;

Thence, along said east line, South 00 degrees 08 minutes 40 seconds West, 329.82 feet to the north line of the southwest quarter of the southeast quarter of said Section 23;

Thence, along said north line, South 89 degrees 57 minutes 59 seconds West, 424.99 feet to the Point of Beginning.

Said parcel containing 114,414 square feet or 2.627 acres, more or less.

EXHIBIT C

# CITY OF GLENDALE

ANNEXATION AREA NO.192

[AN-192]

CERTIFICATION OF MAP

**I, _____, Mayor of the City of Glendale, Arizona, do hereby certify that the foregoing map (Exhibit A) is a true and correct map of the territory annexed by Ordinance No. _____, annexing the territory described in Ordinance No. _____ and as shown on said map as a part of the territory to be included within the corporate limits of the City of Glendale, Arizona.**

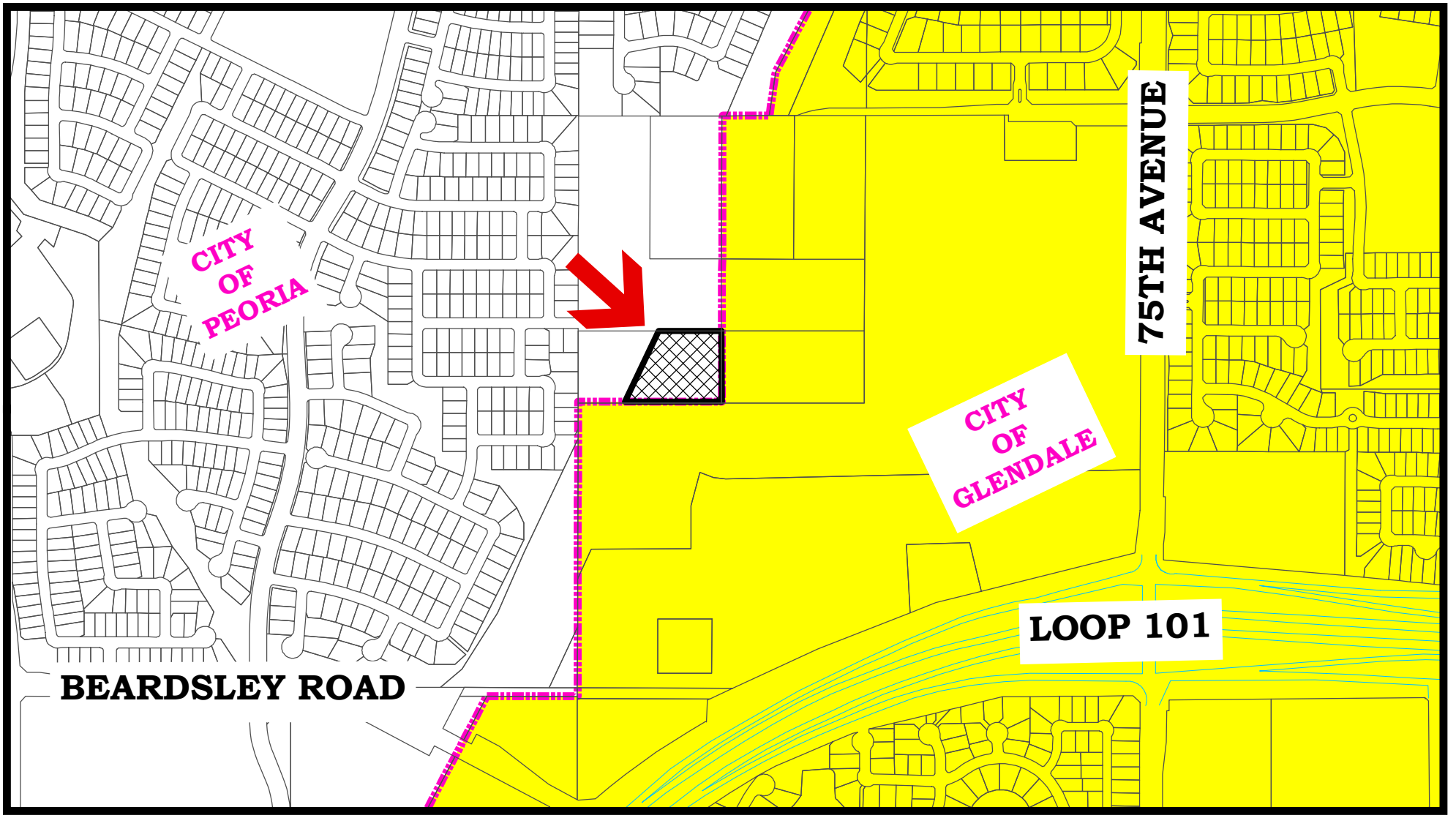
_____

**Mayor**

**ATTEST:**

_____

**City Clerk**



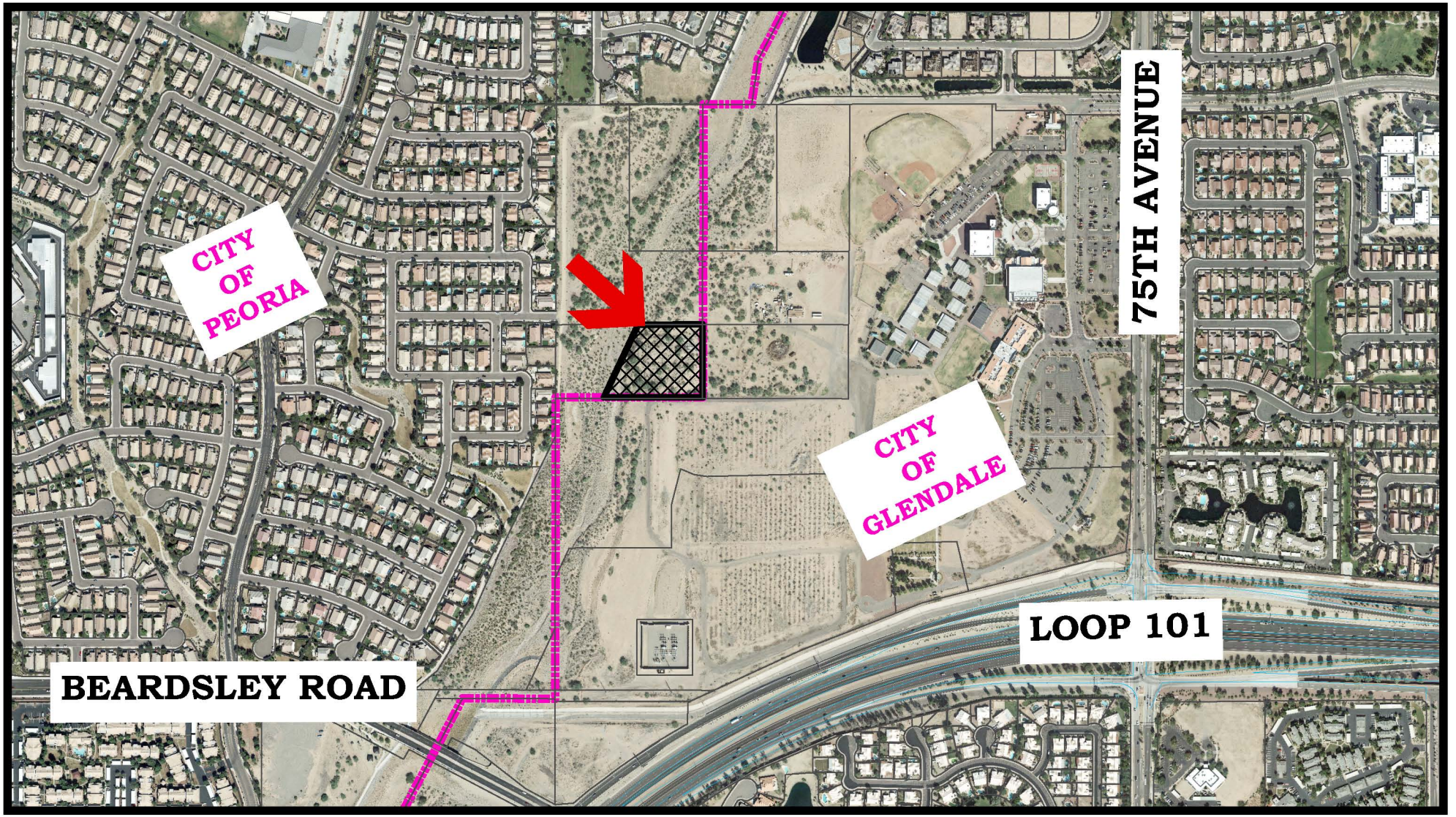

# CASE NO. AN-192

**PROPOSED ANNEXATION OF APPROXIMATELY 2.6 ACRES EAST OF THE SOUTHEAST CORNER OF THE NEW RIVER AND THE BEAUBIEN DRIVE ALIGNMENT.**

Glendale City Boundaries
City of Glendale
Proposed Annexation

GLENDALE AZ

N




Aerial Date: November 2012

# CASE NO. AN-192

**PROPOSED ANNEXATION OF APPROXIMATELY 2.6 ACRES EAST OF THE SOUTHEAST CORNER OF THE NEW RIVER AND THE BEAUBIEN DRIVE ALIGNMENT.**

Glendale City Boundaries

Proposed Annexation

GLENDALE AZ

N

**File #:** 14-351, **Version:** 1

**ANNEXATION AN-193 EAST OF THE SOUTHEAST CORNER OF THE NEW RIVER AND THE CLARA LANE ALIGNMENT (ORDINANCE) (PUBLIC HEARING REQUIRED)**
Staff Contact: Jon M. Froke, AICP, Planning Director

**Purpose and Recommended Action**

This is a request for City Council to conduct a public hearing and adopt an annexation ordinance for Annexation AN-193, which consists of approximately 3.9 acres located east of the southeast corner of the New River and the Clara Lane alignment. This is one of a series of annexations and deannexations proposed as part of the development for the Church of Joy campus, Aspera development, and development of the City of Peoria trails system.

**Background**

The annexation request involves 3.9 acres of property owned by a single property owner. The property is vacant. While the site of the proposed annexation is currently in the City of Peoria, it is located east of the New River, and no City of Peoria utilities are east of New River in this area. While the size of the property is 3.9 acres, it is partly within a floodway and floodplain.

The property is currently zoned PAD (Planned Area Development) in the City of Peoria. After annexation, the City of Glendale will apply the most comparable Glendale zoning district to the existing Peoria zoning. The most comparable Glendale district is PAD (Planned Area Development).

The applicant is coordinating with the City of Peoria concerning this annexation request. Following the City of Glendale's annexation, and Peoria's deannexation, the annexation and deannexation request requires ratification by the Maricopa County Board of Supervisors to adjust the city limits line.

**Analysis**

If the annexation is approved, the Glendale city limits will follow the approximate river bottom of New River.

Due to the small size of the annexation request and the proposed use of the property, no economic impact study has been prepared for the area considered for annexation by this request, AN-193.

In summary, the city limit line between Glendale and Peoria runs north-south and east-west in the area of New River north of Beardsley Road. The current city limits line leaves small parts of the City of Glendale west of the New River and small parts of the City of Peoria east of the New River.

The proposed annexation, when completed, would result a reduction of acreage located within the Peoria city

limits on the opposite side of the river. The City of Glendale had previously annexed from the City of Peoria, area east of the New River between the Beardsley Road alignment and Union Hills Drive.

Staff recommends conducting a public hearing and waiving reading beyond the title and adopting Annexation Ordinance AN-193.

**Previous Related Council Action**

At the April 8, 2014 meeting, City Council approved General Plan Amendment (GPA13-04) and Rezoning (ZON13-07) application for the Aspera development, located to the east of the proposed annexation. An economic impact study was prepared for the overall Aspera development and included in the General Plan Amendment and rezoning applications.

**Community Benefit/Public Involvement**

The annexation would require that any future development in the area meet the Glendale General Plan requirements, as well as all other Glendale development standards. The annexation will permit the site to be most efficiently be served by utilities for development by the City of Glendale, given the proximity to existing infrastructure nearby. This annexation will further the development of the proposed Aspera development and future development of the Church of Joy campus.

All property owners within the area to be annexed have been notified of the public hearing by first class mail. The proposed annexation area has been posted in three conspicuous places on the property and posted in *The Glendale Star* . No comments have been received. State law does not require a separate public hearing on a blank petition for cross jurisdictional annexation and deannexation requests between cities.



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ORDINANCE NO. 2910 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF A.R.S. § 9-471.02, BY ANNEXING THERETO CERTAIN TERRITORY CONSISTING OF APPROXIMATELY 3.9 ACRES EAST OF THE SOUTHEAST CORNER OF THE NEW RIVER AND THE CLARA LANE ALIGNMENT, TO BE KNOWN AS ANNEXATION AREA NO. 193.

WHEREAS, A.R.S. § 9-471.02 provides a method for deannexation of land from one municipality and the annexation of such land to another municipality; and

WHEREAS, it is the desire of the City of Glendale to annex certain territory now within the corporate limits of the City of Peoria (see Exhibit A); and

WHEREAS, the territory proposed to be annexed to the City of Glendale is contiguous to the corporate limits of the City of Glendale; and

WHEREAS, a zoning classification which permits densities and uses no greater than those permitted by the City of Peoria immediately prior to annexation will be applied by the City of Glendale to the annexation area; and

WHEREAS, the Mayor and Council are desirous of extending and increasing the corporate limits of the City of Glendale to include said territory.

NOW, THEREFORE, BE IT ORDAINDED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Glendale, and the present corporate limits be extended and increased to include the following described territory contiguous to the present City limits of Glendale, to wit:

(See Exhibit B attached hereto and
incorporated herein by this reference.)

SECTION 2. That said annexation is contingent upon the fulfillment of the conditions set forth in A.R.S. § 9-471.02.

SECTION 3. That the current City of Peoria zoning for the property is PAD (Planned Area Development), New River Open Space, and therefore the property upon annexation shall be zoned within the City of Glendale classification of PAD (Planned Area Development), New River Open Space, and shall be applied to the territory described in Exhibit B in accordance with

A.R.S. § 9-471(L) and that the effective date of this classification shall be the same as the effective date of this annexation ordinance.

SECTION 4. That a copy of this ordinance, together with an accurate map of the territory hereby annexed from the City of Glendale, certified by the Mayor, be forthwith filed in the office of the Maricopa County Board of Supervisors with a request that the Board of Supervisors set a hearing date as set forth in A.R.S. § 9-471.02(D) (see Exhibit C).

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

an_193

EXHIBIT A

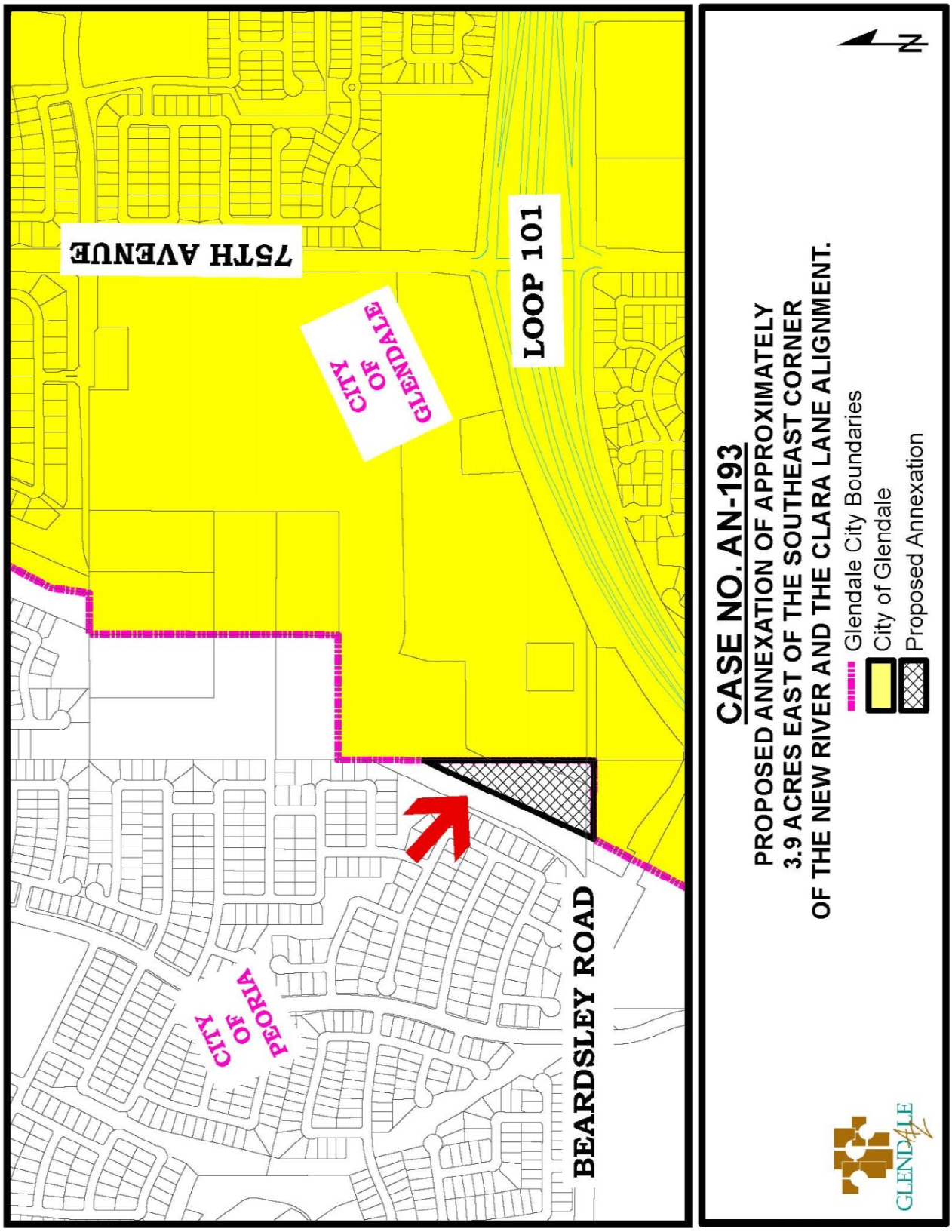

CASE NO. AN-193
PROPOSED ANNEXATION OF APPROXIMATELY
3.9 ACRES EAST OF THE SOUTHEAST CORNER
OF THE NEW RIVER AND THE CLARA LANE ALIGNMENT.
Glendale City Boundaries
City of Glendale
Proposed Annexation
N
GLENDALE
75TH AVENUE
LOOP 101
CITY OF GLENDALE
CITY OF PEORIA
BEARDSLEY ROAD

EXHIBIT B

AN-193 Legal Description

Deannexation by the City of Peoria and
Annexation by the City of Glendale

A portion of the southwest quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Beginning at a brass cap found at the south quarter corner of said Section 23 from which a brass cap in handhold found at the southwest corner of said Section 23 bears North 89 degrees 54 minutes 22 seconds West, 2643.47 feet;

Thence, along the south line of the southwest quarter of said Section 23, North 89 degrees 54 minutes 22 seconds West 417.59 feet;

Thence North 27 degrees 32 minutes 27 seconds East, 654.69 feet to a point of curvature having a radius of 5,000.00 feet;

Thence 184.18 feet along the arc of said curve concave northwest, through a central angle of 02 degrees, 06 minutes, 38 seconds;

Thence North 25 degrees 25 minutes 49 seconds East, 79.30 feet to the east line of the southwest quarter of said Section 23;

Thence along said east line, South 00 degrees 05 minutes 31 seconds West, 817.64 feet to the Point of Beginning.

Said parcel containing 168,414 square feet or 3.866 acres, more or less.

EXHIBIT C

# CITY OF GLENDALE

ANNEXATION AREA NO.193
[AN-193]

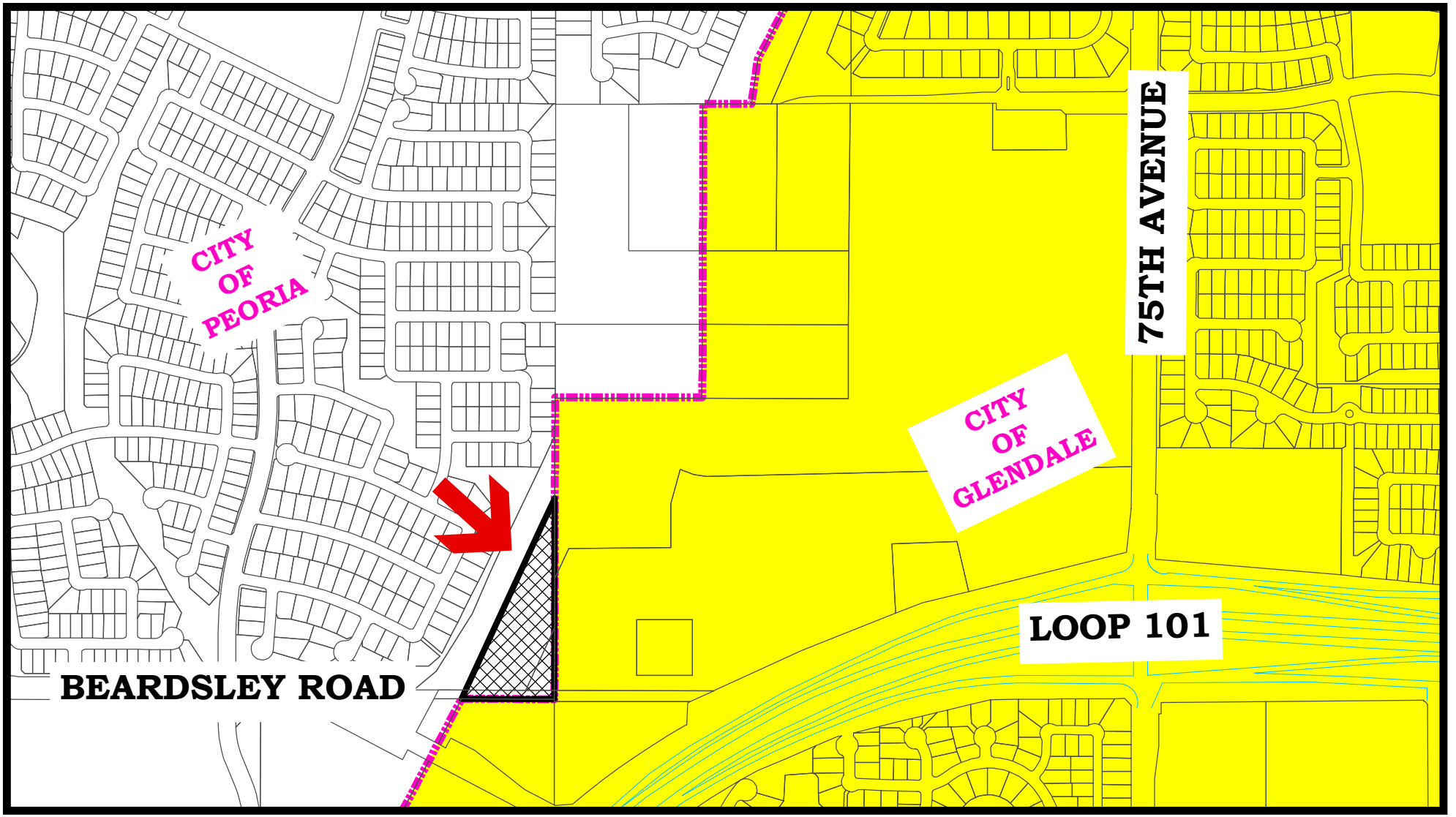
CERTIFICATION OF MAP

**I, _____, Mayor of the City of Glendale, Arizona, do hereby certify that the foregoing map (see Exhibit A) is a true and correct map of the territory annexed by Ordinance No. _____, annexing the territory described in Ordinance No. _____ and as shown on said map as a part of the territory to be included within the corporate limits of the City of Glendale, Arizona.**

_____
**Mayor**

**ATTEST:**

_____
**City Clerk**



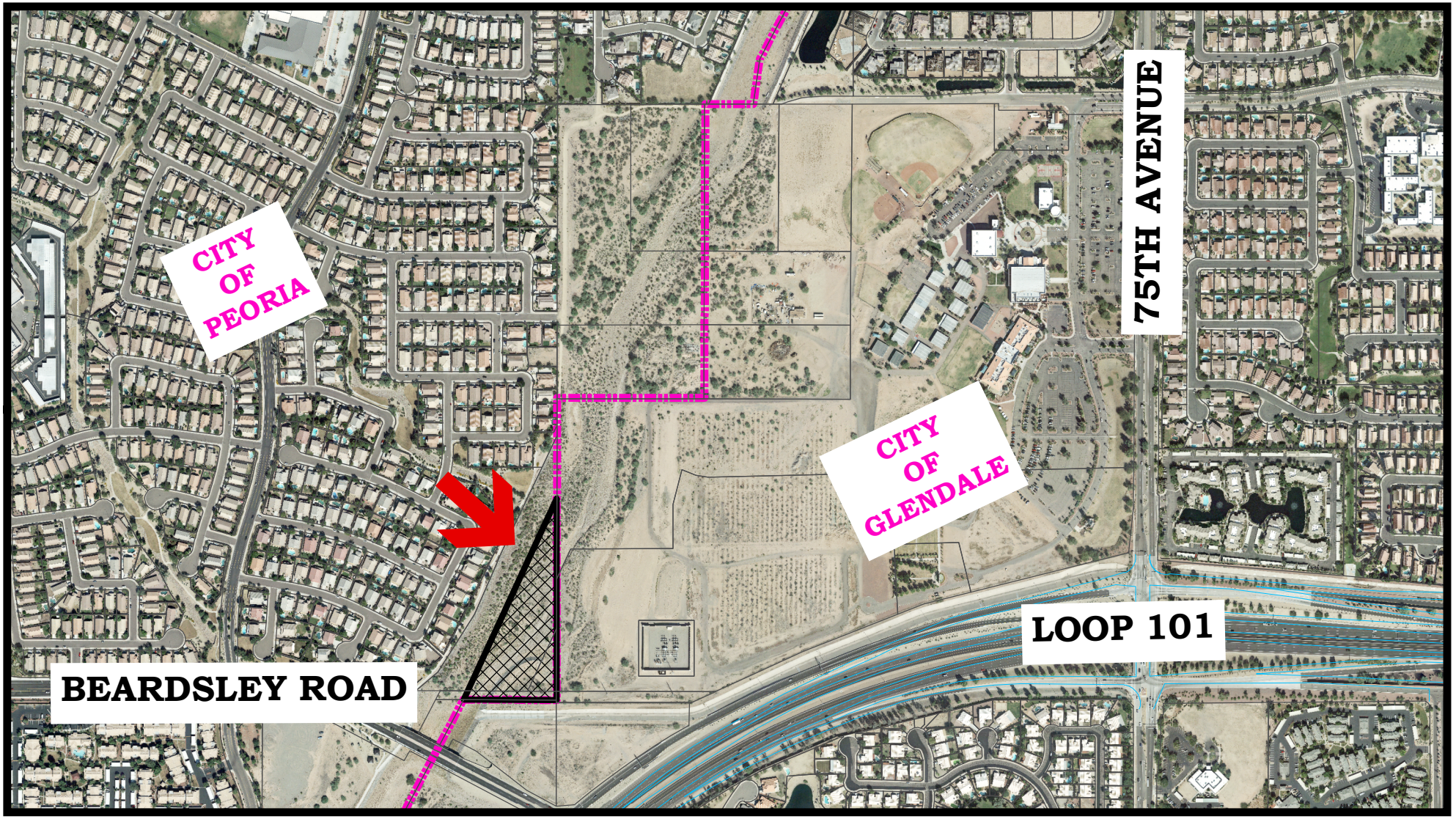

# CASE NO. AN-193

**PROPOSED ANNEXATION OF APPROXIMATELY 3.9 ACRES EAST OF THE SOUTHEAST CORNER OF THE NEW RIVER AND THE CLARA LANE ALIGNMENT.**

Glendale City Boundaries
City of Glendale
Proposed Annexation

GLENDALE AZ

N




Aerial Date: November 2012

# CASE NO. AN-193

**PROPOSED ANNEXATION OF APPROXIMATELY 3.9 ACRES EAST OF THE SOUTHEAST CORNER OF THE NEW RIVER AND THE CLARA LANE ALIGNMENT.**

Glendale City Boundaries

Proposed Annexation

GLENDALE AZ

N

**File #:** 14-352, **Version:** 1

**DEANNEXATION AN-194 WEST OF THE SOUTHWEST CORNER OF THE NEW RIVER AND THE ROSE GARDEN LANE ALIGNMENT (ORDINANCE) (PUBLIC HEARING REQUIRED)**
Staff Contact: Jon M. Froke, AICP, Planning Director

**Purpose and Recommended Action**

This is a request for City Council to conduct a public hearing and adopt a deannexation ordinance for Deannexation AN-194, which consists of approximately 0.8 acres located west of the southwest corner of the New River and the Rose Garden Lane alignment. This is one of a series of annexations and deannexations proposed as part of the development for the Church of Joy campus, Aspera development, and development of the City of Peoria trails system.

**Background**

The deannexation involves 0.8 acres of property owned by a single property owner. The property is vacant. While the site of the proposed deannexation is currently in the City of Glendale, it is located west of the New River, and no City of Glendale utilities are west of New River in the area. While the total size of the property to be deannexed is 0.8 acres, it is entirely within the floodway.

The applicant is coordinating with the City of Peoria concerning this deannexation request. Following the City of Glendale's deannexation and Peoria's annexation, the deannexation and annexation request requires ratification by the Maricopa County Board of Supervisors.

**Analysis**

If the deannexation is approved, the Glendale city limits will follow the approximate river bottom of New River.

The City of Peoria has indicated that they intend to extend their multi-use trail system through this property along the west side of New River, once this property is annexed into the city of Peoria.

In summary, the city limit line between Glendale and Peoria runs north-south and east-west in the area of New River north of Beardsley Road. The current city limits line leaves small parts of the City of Glendale west of the New River and small parts of the City of Peoria east of the New River.

This proposed deannexation, when completed, would result in a reduction of acreage located within the city limits on the opposite side of the river. The City of Glendale has previously deannexed to the City of Peoria, area west of the New River between the Beardsley Road alignment and Union Hills Drive.

Staff recommends conducting a public hearing and waiving reading beyond the title and adopting Deannexation Ordinance AN-194.

**Previous Related Council Action**

At the April 8, 2014 meeting, City Council approved General Plan Amendment (GPA13-04) and Rezoning (ZON13-07) applications for the Aspera development, located to the south of the proposed deannexation. This property was annexed to the city by Ordinance No. 1092 New Series on September 11, 1979 with Agricultural (A-1) zoning. Because of the lack of development of the property, no separate rezoning action has ever been approved for this property.

**Community Benefit/Public Involvement**

The deannexation will permit the site to be most efficiently be served by utilities for development by the City of Peoria, given the proximity to existing infrastructure nearby.

All property owners within the area to be deannexed have been notified of the public hearing by first class mail. The proposed annexation area has been posted in three conspicuous places on the property and posted in *The Glendale Star* . No comments have been received. State law does not require a separate public hearing on a blank petition for cross jurisdictional annexation and deannexation requests between two cities.



powered by Legistar™

ORDINANCE NO. 2911 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DEANNEXING CERTAIN REAL PROPERTY AND DEDICATED ROADWAYS, AN APPROXIMATELY 0.8 ACRE PARCEL, LOCATED WEST OF THE SOUTHWEST CORNER OF THE NEW RIVER AND THE ROSE GARDEN LANE ALIGNMENT FROM THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA, CONTINGENT UPON ANNEXATION OF SAID PROPERTY BY THE CITY OF PEORIA, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF A.R.S. § 9-471.02, BY DEANNEXING THERETO CERTAIN TERRITORY TO BE KNOWN AS ANNEXATION AREA NO. 194.

WHEREAS, A.R.S. § 9-471.02 provides a method for deannexation of land from one municipality and the annexation of such land to another municipality; and

WHEREAS, the Mayor and Council of the City of Glendale, Arizona are desirous of deannexing certain territory from the City of Glendale so that the territory may be annexed by the City of Peoria (see Exhibit A).

NOW, THEREFORE, BE IT ORDAINDED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following described territory be, and the same hereby is, deannexed from the City of Glendale, contingent upon annexation of said property by the City of Peoria, and that the present corporate limits be retracted and decreased to exclude the following described territory, to wit:

(See Exhibit B attached hereto and
incorporated herein by this reference.)

SECTION 2. That said deannexation is contingent upon the fulfillment of the conditions set forth in A.R.S. § 9-471.02.

SECTION 3. That a copy of this ordinance, together with an accurate map of the territory hereby deannexed from the City of Glendale, certified by the Mayor of said City, be forthwith filed in the office of the Maricopa County Board of Supervisors with a request that the Board of Supervisors set a hearing date as set forth in A.R.S. § 9-471.02(D) (see Exhibit C).

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

an_194

EXHIBIT A

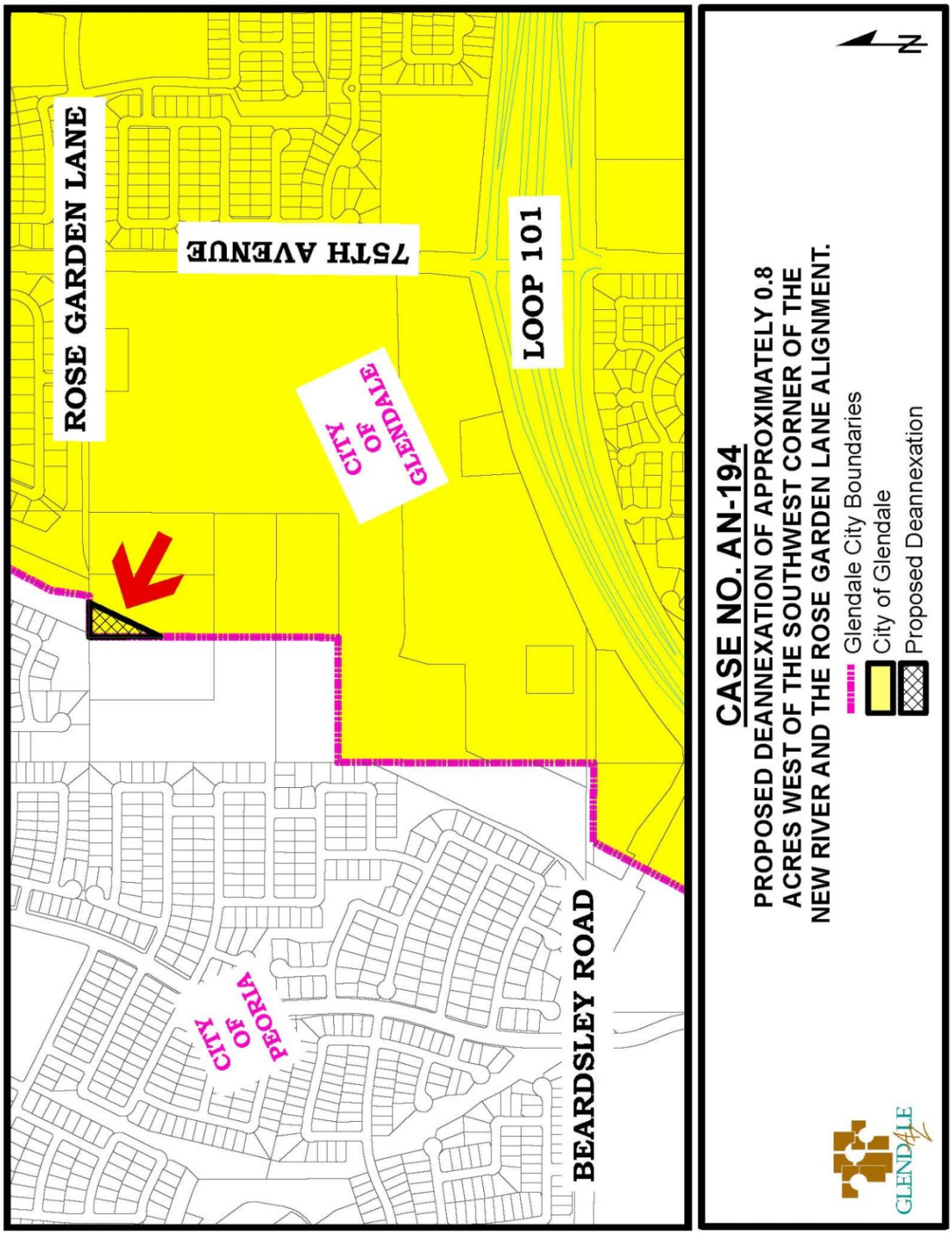

ROSE GARDEN LANE
75TH AVENUE
LOOP 101
CITY OF GLENDALE
CITY OF PEORIA
BEARDSLEY ROAD
CASE NO. AN-194
PROPOSED DEANNEXATION OF APPROXIMATELY 0.8 ACRES WEST OF THE SOUTHWEST CORNER OF THE NEW RIVER AND THE ROSE GARDEN LANE ALIGNMENT.
Glendale City Boundaries
City of Glendale
Proposed Deannexation
N
GLENDALE AZ

EXHIBIT B

AN-194 Legal Description

Deannexation by the City of Glendale and
Annexation by the City of Peoria

A portion of the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Commencing at a brass cap in a handhold found at the east quarter corner of said Section 23, from which an iron rod found at the center corner of said Section 23 bears South 89 degrees 49 minutes 57 seconds West, 2652.94 feet;

Thence along the north line of the southeast quarter of said Section 23, South 89 degrees 49 minutes 57 seconds West, 1814.34 feet to the Point of Beginning;

Thence South 23 degrees 04 minutes 54 seconds West, 425.86 feet to a point of curvature having a radius of 5,000.00 feet;

Thence 23.98 feet along the arc of said curve, concave northwest, through a central angle of 00 degrees, 16 minutes, 29 seconds to a point on the east line of the west half of the northeast quarter of the northwest quarter of the southeast quarter of said section 23;

Thence, along said east line, North 00 degrees 08 minutes 40 seconds East, 413.29 feet to the north line of the southeast quarter of said Section 23;

Thence, along said north line, North 89 degrees 49 minutes 57 seconds East 175.37 feet to the Point of Beginning.

Said parcel containing 36,251 square feet or 0.832 acres, more or less.

EXHIBIT C

# CITY OF GLENDALE

ANNEXATION AREA NO.194

[AN-194]

CERTIFICATION OF MAP

**I, _____, Mayor of the City of Glendale, Arizona, do hereby certify that the foregoing map (see Exhibit A) is a true and correct map of the territory deannexed by Ordinance No. _____, deannexing the territory described in Ordinance No. _____ and as shown on said map as a part of the territory to be excluded from the corporate limits of the City of Glendale, Arizona, contingent upon the fulfillment of the conditions set forth in A.R.S. § 9-471.02 as may be amended from time to time.**

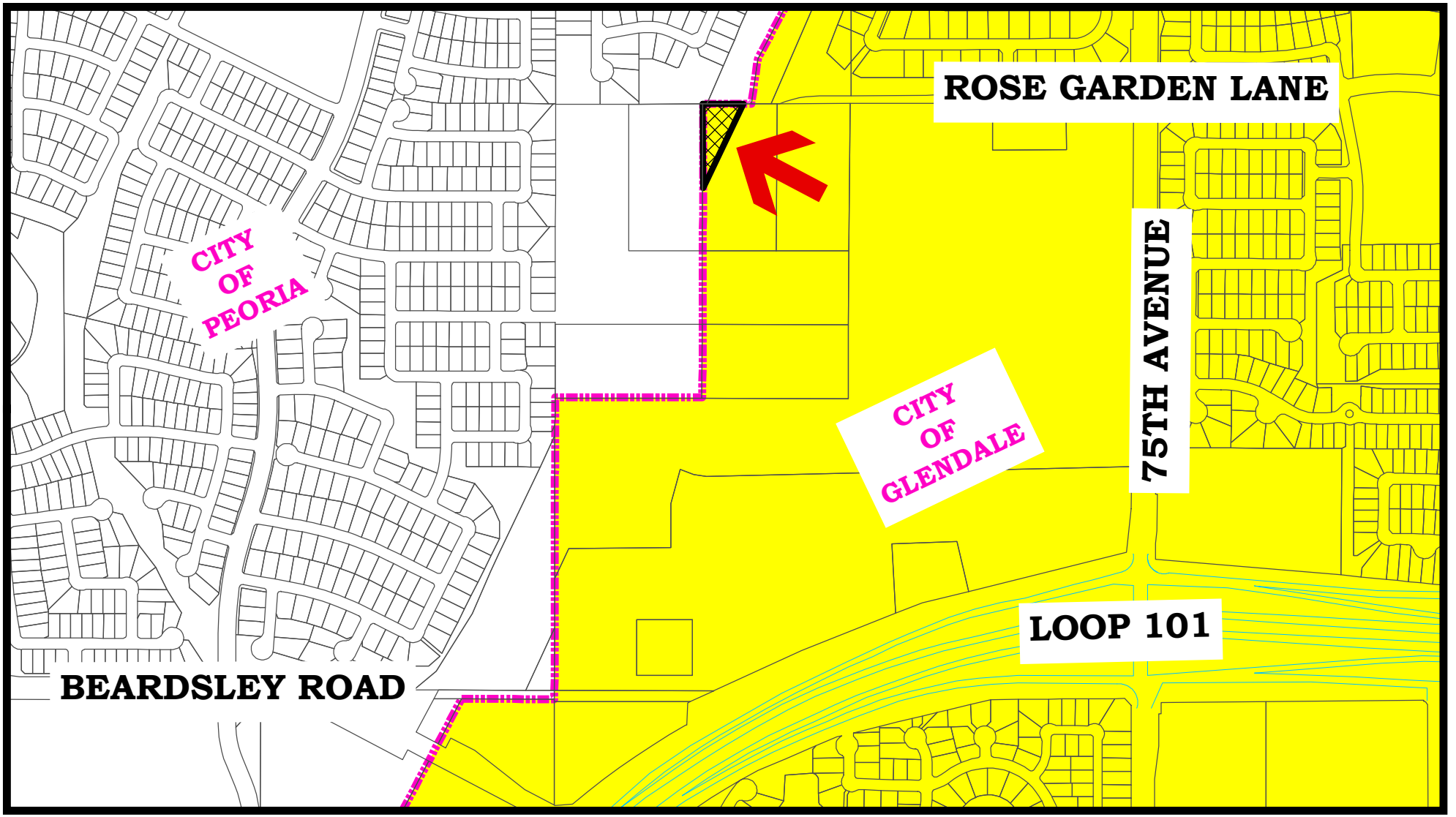
_____

**Mayor**

**ATTEST:**

_____

**City Clerk**



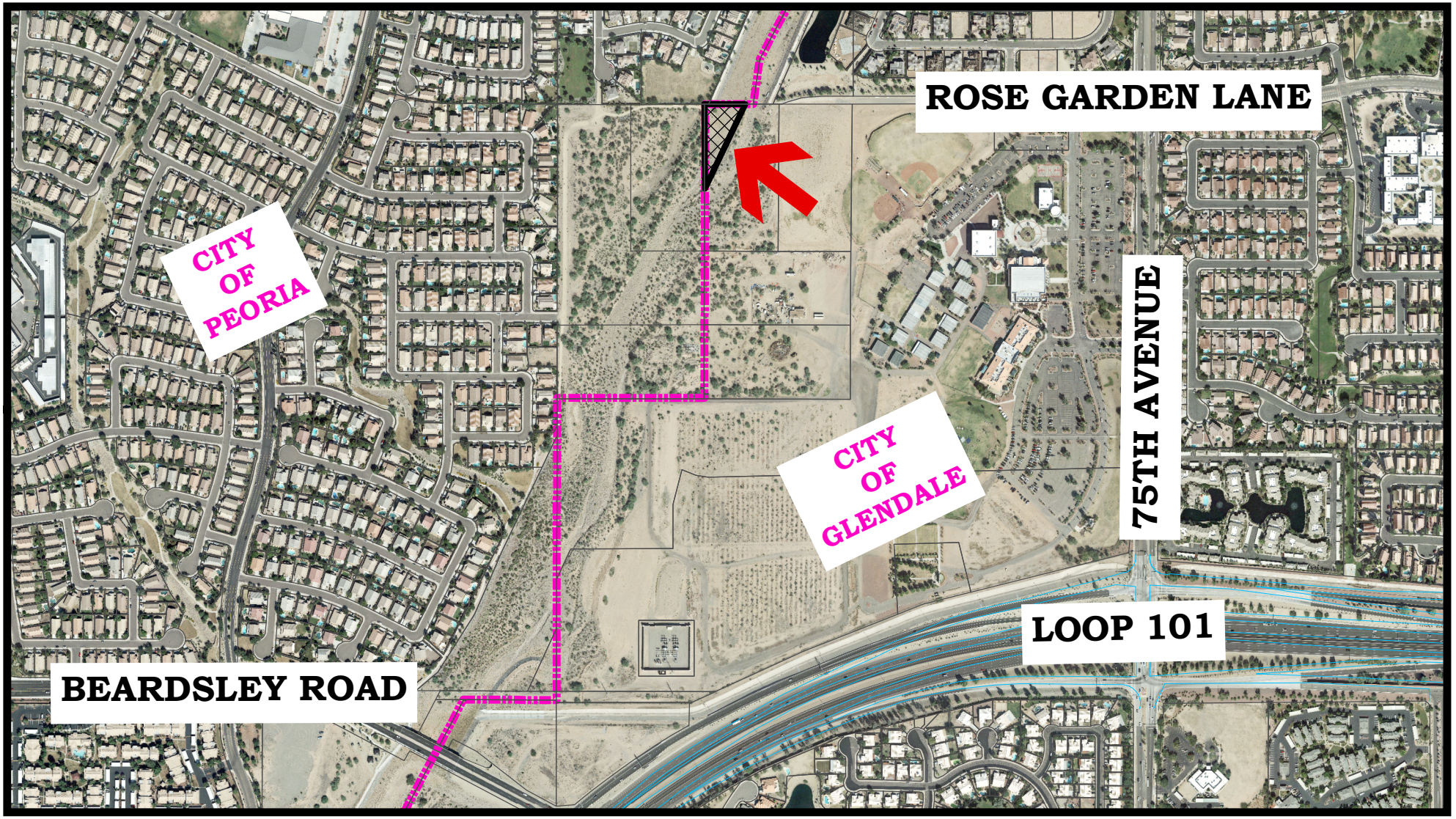

# CASE NO. AN-194

**PROPOSED DEANNEXATION OF APPROXIMATELY 0.8 ACRES WEST OF THE SOUTHWEST CORNER OF THE NEW RIVER AND THE ROSE GARDEN LANE ALIGNMENT.**

Glendale City Boundaries
City of Glendale
Proposed Deannexation

GLENDALE AZ

N




Aerial Date: November 2012

# CASE NO. AN-194

**PROPOSED DEANNEXATION OF APPROXIMATELY 0.8 ACRES WEST OF THE SOUTHWEST CORNER OF THE NEW RIVER AND THE ROSE GARDEN LANEALIGNMENT.**

Glendale City Boundaries

Proposed Deannexation

GLENDALE AZ

N

**File #:** 14-353, **Version:** 1

**DEANNEXATION AN-195 WEST OF THE SOUTHWEST CORNER OF THE NEW RIVER AND THE ROSS AVENUE ALIGNMENT (ORDINANCE) (PUBLIC HEARING REQUIRED)**
Staff Contact: Jon M. Froke, AICP, Planning Director

**Purpose and Recommended Action**

This is a request for City Council to conduct a public hearing and adopt a deannexation ordinance for Deannexation AN-195, which consists of approximately 1.36 acres located west of the southwest corner of New River and the Ross Avenue alignment. This is one of a series of annexations and deannexations proposed as part of the development for the Church of Joy campus, Aspera development, and development of the City of Peoria trails system.

**Background**

The deannexation involves 1.3 acres of property owned by a single property owner. The property is vacant. While the site of the proposed deannexation is currently in the City of Glendale, it is located west of the New River, and no City of Glendale utilities are west of New River in that area. While the total size of the property to be deannexed is 1.36 acres, it is almost entirely within the floodway.

The applicant is coordinating with the City of Peoria concerning this deannexation request. Following the City of Glendale's deannexation and Peoria's annexation, the deannexation and annexation request requires ratification by the Maricopa County Board of Supervisors.

**Analysis**

If the annexation is approved, the Glendale city limits will follow the approximate river bottom of New River.

The City of Peoria has indicated that they intend to extend their multi-use trail system through this property along the west side of New River, once this property is annexed into the City of Peoria.

In summary, the city limit line between Glendale and Peoria runs north-south and east-west in the area of New River north of Beardsley Road. The current city limits line leaves small parts of the city of Glendale west of the New River and small parts of the City of Peoria east of the New River.

This proposed deannexation, when completed, would result in a reduction of acreage located within the city limits on the opposite side of the river. The City of Glendale has previously deannexed to the City of Peoria, area west of the New River between the Beardsley Road alignment and Union Hills Drive.

Staff recommends conducting a public hearing and waiving reading beyond the title and adopting

Deannexation Ordinance AN-195.

**Previous Related Council Action**

At the April 8, 2014 meeting, City Council approved General Plan Amendment (GPA13-04) and Rezoning (ZON13-07) application for the Aspera development, located to the east of the proposed deannexation. Because this property was not proposed to be developed in Glendale, it was not included in the Aspera applications. The property was rezoned to Single Residence (R1-6) in 1981 by case Z-81-11 as part of the Arrowhead Ranch Master Plan. The property was annexed to the City of Glendale by Ordinance No. 1092 New Series on September 11, 1979 with Agricultural (A-1) zoning.

**Community Benefit/Public Involvement**

The deannexation will permit the site to be most efficiently be served by utilities for development by the City of Peoria, given the proximity to existing infrastructure nearby.

All property owners within the area to be deannexed have been notified of the public hearing by first class mail. The proposed annexation area has been posted in three conspicuous places on the property and posted in *The Glendale Star.* No comments have been received. State law does not require a separate public hearing on a blank petition for cross jurisdictional annexation and deannexation requests between two cities.



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ORDINANCE NO. 2912 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DEANNEXING CERTAIN REAL PROPERTY AND DEDICATED ROADWAYS, AN APPROXIMATELY 1.36 ACRE PARCEL, LOCATED WEST OF THE SOUTHWEST CORNER OF THE NEW RIVER AND THE ROSS AVENUE ALIGNMENT FROM THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA, CONTINGENT UPON ANNEXATION OF SAID PROPERTY BY THE CITY OF PEORIA, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF A.R.S. § 9-471.02, BY DEANNEXING THERETO CERTAIN TERRITORY TO BE KNOWN AS ANNEXATION AREA NO. 195.

WHEREAS, A.R.S. § 9-471.02 provides a method for deannexation of land from one municipality and the annexation of such land to another municipality; and

WHEREAS, the Mayor and Council of the City of Glendale, Arizona are desirous of deannexing certain territory from the City of Glendale so that it may be annexed to the City of Peoria (see Exhibit A).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following described territory be, and the same hereby is, deannexed from the City of Glendale, contingent upon annexation of said property by the City of Peoria, and that the present corporate limits be retracted and decreased to exclude the following described territory, to wit:

(See Exhibit B attached hereto and
incorporated herein by this reference.)

SECTION 2. Said deannexation is contingent upon the fulfillment of the conditions set forth in A.R.S. § 9-471.02.

SECTION 3. That a copy of this ordinance, together with an accurate map of the territory hereby deannexed from the City of Glendale, certified by the Mayor of said City, be forthwith filed in the office of the Maricopa County Board of Supervisors with a request that the Board of Supervisors set a hearing date as set forth in A.R.S. § 9-471.02(D) (see Exhibit C).

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

an_195

EXHIBIT A

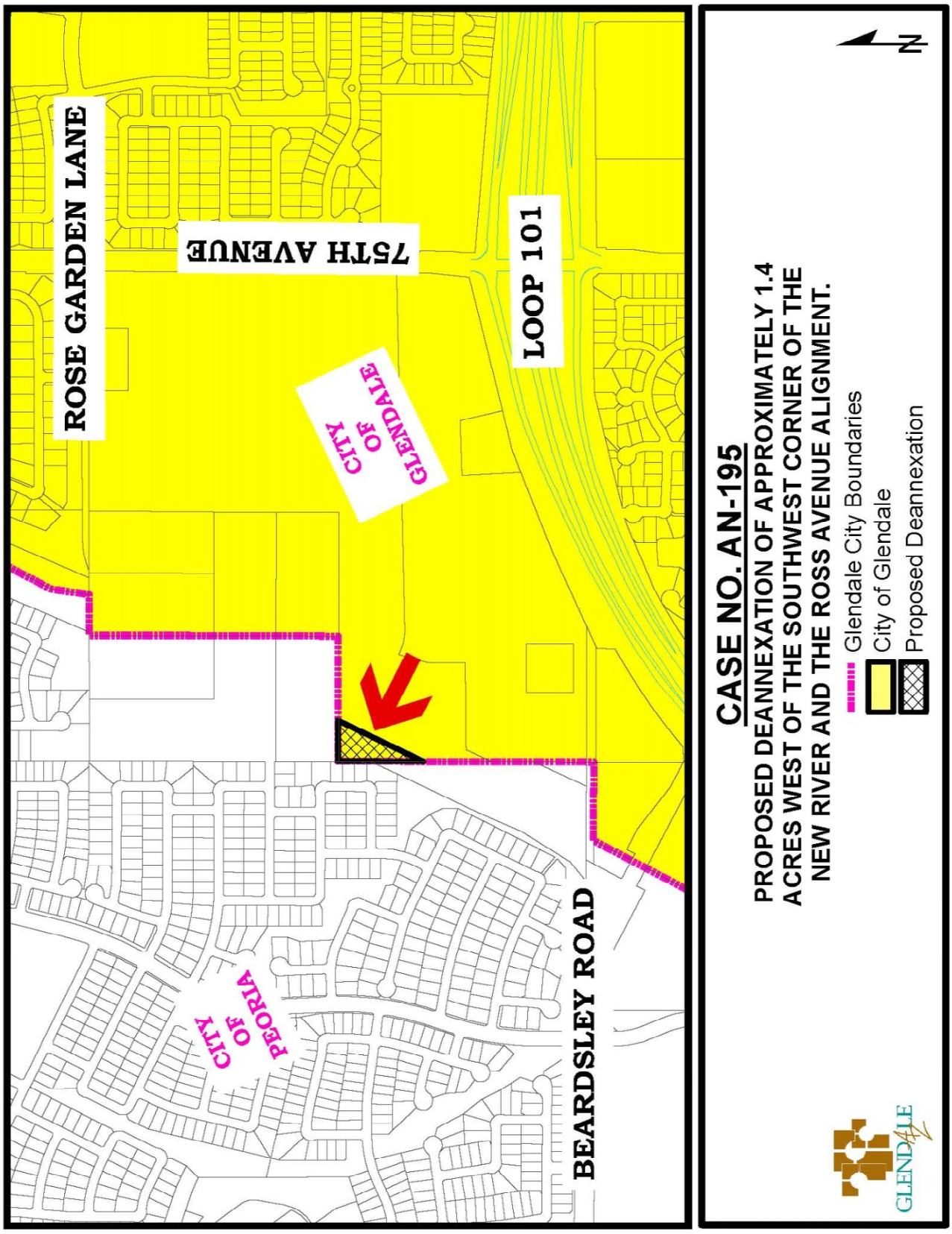

ROSE GARDEN LANE
75TH AVENUE
LOOP 101
CITY OF GLENDALE
CITY OF PEORIA
BEARDSLEY ROAD
CASE NO. AN-195
PROPOSED DEANNEXATION OF APPROXIMATELY 1.4 ACRES WEST OF THE SOUTHWEST CORNER OF THE NEW RIVER AND THE ROSS AVENUE ALIGNMENT.
Glendale City Boundaries
City of Glendale
Proposed Deannexation
N
GLENDALE AZ

EXHIBIT B
AN-195 Legal Description

Deannexation by the City of Glendale and
Annexation by the City of Peoria

A portion of the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Commencing at a brass cap found at the south quarter corner of said Section 23 from which an iron rod found at the center corner of said Section 23 bears North 00 degrees 05 minutes 31 seconds East, 2635.43 feet;

Thence, along the west line of the southeast quarter of said Section 23, North 00 degrees 05 minutes 31 seconds East, 817.64 feet to the Point of Beginning;

Thence, continuing along said west line, North 00 degrees 05 minutes 31 seconds East, 500.07 feet to a nail with washer marked, “Springer RLS 34399” found at the northwest corner of the southwest quarter of the southeast quarter of said Section 23;

Thence, along the north line of the southwest quarter of the southeast quarter of said Section 23, North 89 degrees 57 minutes 59 seconds East 237.04 feet;

Thence South 25 degrees 25 minutes 49 seconds West 553.88 feet to the Point of Beginning.

Said parcel containing 59,269 square feet or 1.361 acres, more or less.

EXHIBIT C

# CITY OF GLENDALE

ANNEXATION AREA NO.195

[AN-195]

CERTIFICATION OF MAP

**I, _____, Mayor of the City of Glendale, Arizona, do hereby certify that the foregoing map (see Exhibit A) is a true and correct map of the territory deannexed by Ordinance No. _____, deannexing the territory described in Ordinance No. _____ and as shown on said map as a part of the territory to be excluded from the corporate limits of the City of Glendale, Arizona, contingent upon the fulfillment of the conditions set forth in A.R.S. § 9-471.02 as may be amended from time to time.**

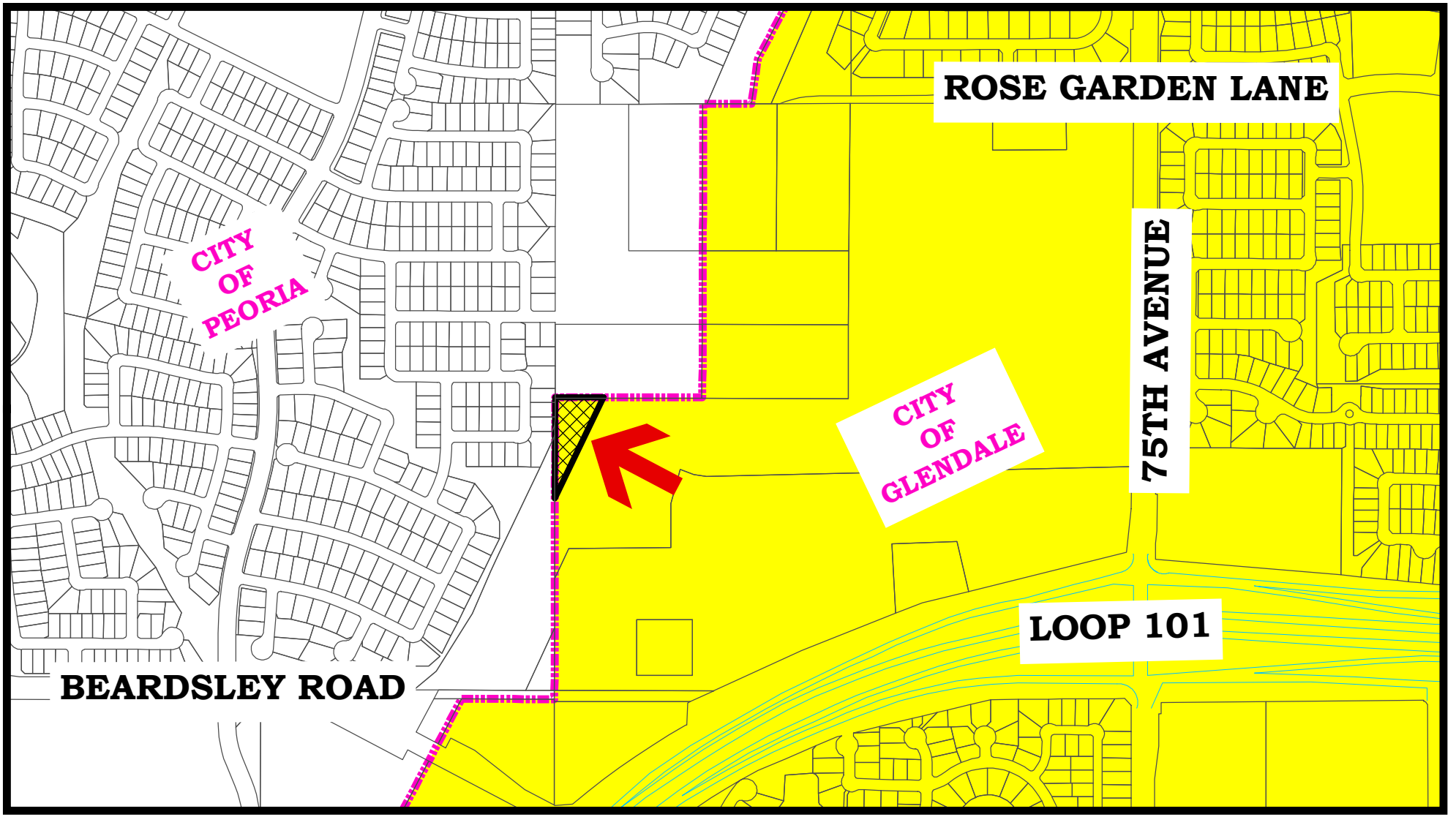
_____

**Mayor**

**ATTEST:**

_____

**City Clerk**



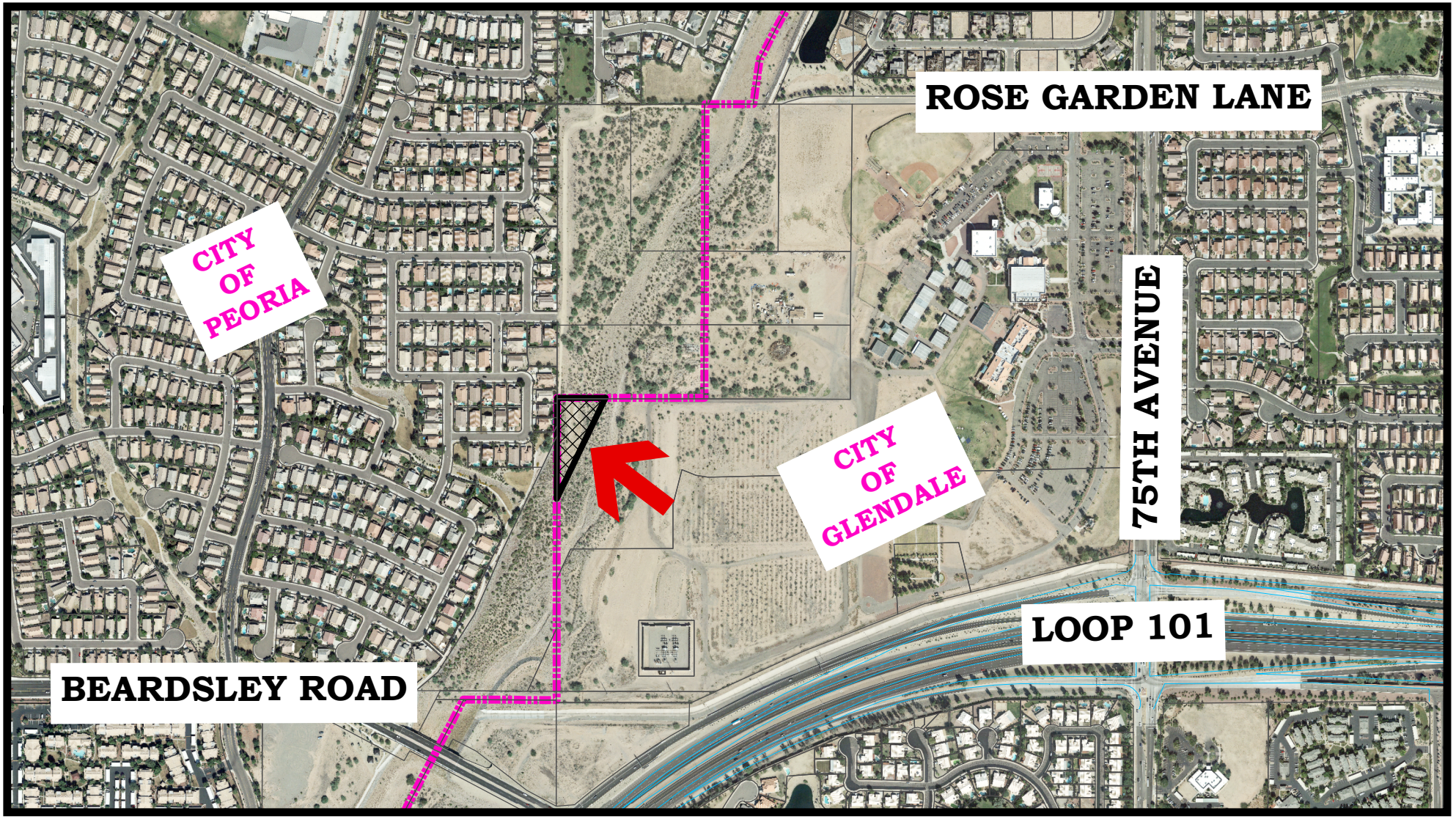

# CASE NO. AN-195

**PROPOSED DEANNEXATION OF APPROXIMATELY 1.4 ACRES WEST OF THE SOUTHWEST CORNER OF THE NEW RIVER AND THE ROSS AVENUE ALIGNMENT.**

Glendale City Boundaries
City of Glendale
Proposed Deannexation

GLENDALE AZ

N




Aerial Date: November 2012

# CASE NO. AN-195

**PROPOSED DEANNEXATION OF APPROXIMATELY 1.4 ACRES WEST OF THE SOUTHWEST CORNER OF THE NEW RIVER AND THE ROSS AVENUE ALIGNMENT.**

Glendale City Boundaries

Proposed Deannexation

GLENDALE AZ

N

**File #:** 14-347, **Version:** 2

**DEEDS AND EASEMENTS ORDINANCE**
Staff Contact: Pamela Hanna, City Clerk

**Purpose and Recommended Action**

This is a request for City Council to adopt an ordinance to formally accept real estate properties on behalf of the City of Glendale. Staff is requesting Council waive reading beyond the title and adopt the ordinance.

**Background**

The Deeds and Easements Ordinance is comprised of properties that have been deeded to the city. The deeds have all been recorded with Maricopa County.

ORDINANCE NO 2913 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY CONVEYED TO THE CITY OF GLENDALE.

WHEREAS, the real estate interests hereinafter referenced have been conveyed to the City of Glendale; and

WHEREAS, it is to the advantage of the City of Glendale to accept said real estate interests

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1 That the following real property interests are hereby accepted by the City of Glendale and referenced in the attached map entitled "New Deeds and Easements Ordinance October 2014":

DEED 3799 — 5625 WEST BELL ROAD
CONVEYANCE OF EASEMENT
Water Lines
Maricopa County Recording No. 20130237361
Partners in Recovery, LLC

DEED 3800 — SWC 51 AVENUE/OLIVE AVENUE
CONVEYANCE OF EASEMENT
Water Lines
Maricopa County Recording No. 20130367690
Olive Marketplace, LLC

DEED 3801 — 6841 W NORTHERN AVENUE
WARRANTY DEED
Roadway Purposes
Maricopa County Recording No. 20130877625
Northern Property LLC

DEED 3802 — 5530 W BETHANY HOME ROAD
WARRANTY DEED
Roadway Purposes
Maricopa County Recording No. 20131008191
Ramirez Investments 1, LLC

DEED 3803 W DISCOVERY AVE/N 79 AVE
EASEMENT
Multi-Use Pathway
Maricopa County Recording No. 20130584003
Glendale Elementary School District No. 40

DEED 3804 8310 W BELL RD
CONVEYANCE OF EASEMENT
Water Lines
Maricopa County Recording No. 20140051621
BCC Development, Inc.

DEED 3805 8310 W BELL RD
CONVEYANCE OF EASEMENT
Sewer Line
Maricopa County Recording No. 20140050880
BCC Development, Inc.

DEED 3806 5348 W BETHANY HOME ROAD
WARRANTY DEED
Roadway Purposes
Maricopa County Recording No. 20140172857
Dennis Ray Gresham

DEED 3807 6033 W BETHANY HOME ROAD
CONVEYANCE OF EASEMENT
Roadway Purposes
Maricopa County Recording No. 20140239570
Ridgeway Village Apartments LLC

DEED 3808 99TH AVENUE/DESERT RIVER BOULEVARD
WARRANTY DEED
Roadway Purposes
Maricopa County Recording No. 20140303428
Dignity Health

DEED 3809 99TH AVENUE/DESERT RIVER BOULEVARD
CONVEYANCE OF EASEMENT
Water and Sewer Lines
Maricopa County Recording No. 20140303425
Dignity Health

DEED 3810 — 99TH AVENUE/DESERT RIVER BOULEVARD
CONVEYANCE OF EASEMENT
Sewer Lines
Maricopa County Recording No. 20140303426
Dignity Health

DEED 3811 — 99TH AVENUE/DESERT RIVER BOULEVARD
CONVEYANCE OF EASEMENT
Water Lines
Maricopa County Recording No. 20140303423
Dignity Health

DEED 3812 — 99TH AVENUE/DESERT RIVER BOULEVARD
CONVEYANCE OF EASEMENT
Water Lines
Maricopa County Recording No. 20140303424
Dignity Health

DEED 3813 — 99TH AVENUE/DESERT RIVER BOULEVARD
CONVEYANCE OF EASEMENT
Water Lines
Maricopa County Recording No. 20140303427
ATC Realty Sixteen, Inc.

DEED 3814 — 99TH AVENUE/MYRTLE AVENUE
WARRANTY DEED
Roadway Purposes
Maricopa County Recording No. 20140303429
Dignity Health

DEED 3815 — 5801 N 99TH AVENUE
WARRANTY DEED
Roadway Purposes
Maricopa County Recording No. 20140328985
American Furniture Warehouse Co.

DEED 3816 — 5801 N 99TH AVENUE
CONVEYANCE OF EASEMENT
Water Line
Maricopa County Recording No. 20140328997
American Furniture Warehouse Co.

DEED 3817 NEC BELL RD AND LOOP 101
QUIT CLAIM DEED
Turn Lane
Maricopa County Recording No. 20140376005
Maricopa County Department of Transportation

DEED 3818 99TH AVENUE/DESERT RIVER BOULEVARD
SPECIAL WARRANTY DEED
Roadway Purposes
Maricopa County Recording No. 20140386080
ATC Realty Sixteen, Inc.

DEED 3819 NEC BELL RD AND LOOP 101
SPECIAL WARRANTY DEED
Right of Way
Maricopa County Recording No. 20140396606
Traverse Bay Properties, LLC

DEED 3820 NWC 83RD AVE AND BELL RD
ACCESS EASEMENT
83rd Ave Sewage Lift Station
Maricopa County Recording No. 20140586364
BCC Development, Inc.

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_water_road

Legislation Description

**File #:** 14-305, **Version:** 1

**ADOPT AN ORDINANCE TO ABANDON A PUBLIC WATERLINE EASEMENT AT MIDWESTERN UNIVERSITY**
Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for the City Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager to abandon a public waterline easement at Midwestern University.

**Background**

Midwestern University, located at 19555 North 59th Avenue, is requesting the city to abandon an existing public waterline easement consisting of 13,274 square feet at approximately 300 feet east of Behrend Drive in the 58th Avenue alignment. The easement conflicts with their new veterinary classroom and student housing buildings. The existing water line within the easement was not in service and was removed during construction of the new buildings. There is no need for the city to retain the easement.

**Analysis**

On July 8, 1976, Roger C. Tanguay and Sue S. Tanguay granted an easement to the City of Glendale; on July 9, 1976, Grover E. Bray and Helen H. Bray granted an easement to the City of Glendale; and on July 12, 1976, Marylin Bray granted an easement to the City of Glendale. All three easements were granted to the city for the purpose of constructing, operating and maintaining a water line and associated facilities. Due to the fact that the existing water line within the easement was removed, there is no need for the city to retain the easement. Additionally, there will be no impact on city departments, staff, service levels or costs incurred to the city as a result of this action. Therefore, staff recommends the abandonment of the public waterline easement.

ORDINANCE NO. 2914 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT OF A FORMER WATERLINE EASEMENT APPROXIMATELY 300 FEET EAST OF BEHREND DRIVE IN THE 58TH AVENUE ALIGNMENT TO THE OWNER OF RECORD OF THE ABUTTING PROPERTY ON THE MIDWESTERN UNIVERSITY CAMPUS; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, on July 12, 1976, Marylin Bray granted an easement to the City of Glendale at Maricopa County Recorder Docket No. 11782 page 904 for the purpose of constructing, operating and maintaining a water line and associated facilities; and

WHEREAS, on July 9, 1976, Grover E. Bray and Helen H. Bray granted an easement to the City of Glendale at Maricopa County Recorder Docket No. 11782, page 906 for the purpose of constructing, operating and maintaining a water line and associated facilities; and

WHEREAS, on July 8, 1976, Roger C. Tanguay and Sue S. Tanguay granted an easement to the City of Glendale at Maricopa County Recorder Docket No. 11782, page 908 for the purpose of constructing, operating and maintaining a water line and associated facilities; and

WHEREAS, the City has been using this easement for purposes of constructing, operating and maintaining a water line, but has found the need to relocate the water line; and

WHEREAS, the City therefore in accordance with A.R.S. § 9-402(E), has determined that it no longer needs an interest in the easement for the purpose of constructing, operating and maintaining a water line and associated facilities, and has determined the easement has little or no commercial or economic value; and

WHEREAS, the City has determined that abandoning the easement to the dominant landowner without receiving payment is in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the waterline easement located approximately 300 feet east of Behrend Drive in the 58th Avenue alignment on the Midwestern University Campus is hereby abandoned to the underlying property owner as may appear in the records of the Maricopa County Recorder's Office. Such abandonment shall be effective on the date upon which this ordinance is recorded and that title to the abandoned easement shall vest as provided by law.

SECTION 2. That the legal description of said waterline easement is as follows:

(See Exhibit "A" attached hereto and incorporated herein by this reference.)

SECTION 3. That the City Manager be instructed to execute the Quit Claim Deed conveying the real property described in Exhibit A to Midwestern University.

SECTION 4. That the City Clerk be instructed and authorized to forward a certified copy of the Quit Claim Deed and 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_mwu_58_behrend

# EXHIBIT A
## DESCRIPTION OF
## WATER LINE EASEMENT TO BE ABANDONED

CITY OF GLENDALE, ARIZONA WATER LINE EASEMENT TO BE ABANDONED OVER THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 20.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, ACCORDING TO DOCKET 11782, PAGE 906, RECORDS OF MARICOPA COUNTY, ARIZONA,

TOGETHER WITH:

THE EAST 20.00 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, ACCORDING TO DOCKET 11782, PAGE 904, RECORDS OF MARICOPA COUNTY, ARIZONA,

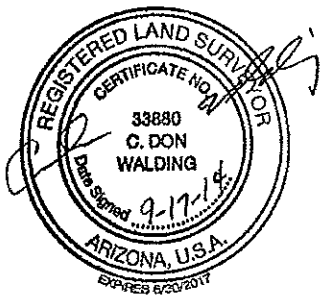
TOGETHER WITH:

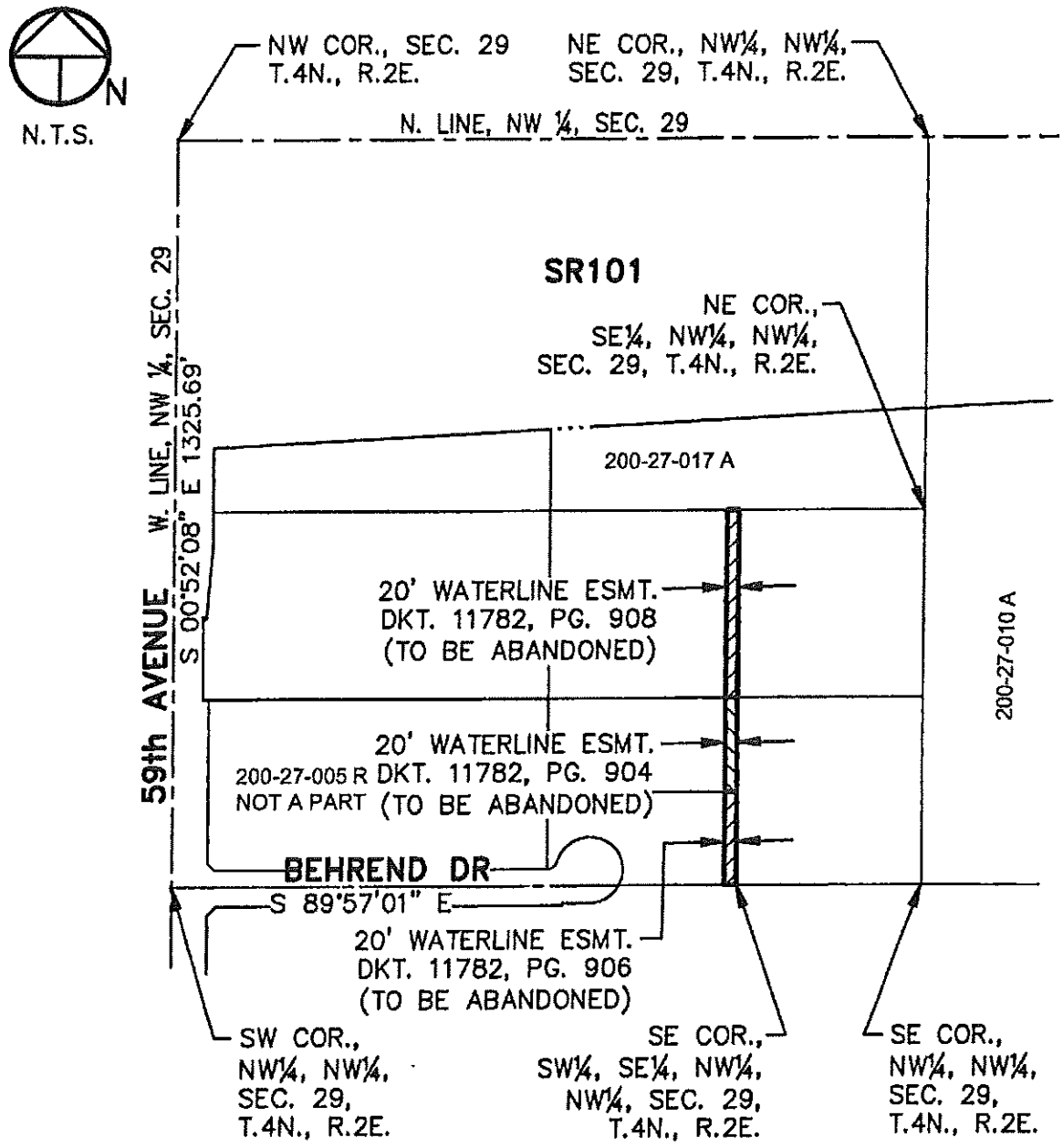
THE EAST 20.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, ACCORDING TO DOCKET 11782, PAGE 908, RECORDS OF MARICOPA COUNTY, ARIZONA,

PREPARED BY:

DRW ENGINEERING
10320 W. McDOWELL RD., STE. K-1136
AVONDALE, AZ 85392

JOB NO. 13001
September 17, 2014






# EXHIBIT A

FOR A 20.00' WIDE WATERLINE EASEMENT TO BE ABANDONED

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33880
C. DON WALDING
Date Signed 6-9-14
ARIZONA, U.S.A.

EXPIRES 6/30/17

Date: 06/ 09 /14 Job #: 13001


**DRW ENGINEERING, INC.**

10320 West McDowell Road, Suite K-1136
Avondale, Arizona 85392
(623)478-8800 FAX(623)478-8841
Email: drw@drwengineering.com


File Name: Y:\2013 Projects\13001\13001EXH1

When recorded, mail to
Glendale City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301

# QUIT CLAIM DEED

For the consideration of Ten Dollars, and other valuable considerations, the **City of Glendale, an Arizona municipal corporation**, does hereby quitclaim to Midwestern University, an Illinois non-profit corporation, any and all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Description, "Exhibit A"**

Dated this _____ day of _____, 20____.

_____
Brenda S. Fischer
City Manager

**Exempt Pursuant to A.R.S.§11-1134 (A)(3)**

STATE OF ARIZONA )
) ss.
County of Maricopa )

This instrument was acknowledged before me this_____ day of _____, 20____ by Brenda S. Fischer, City Manager for the City of Glendale, who acknowledged that she executed this instrument for the purposes therein contained.

_____
Notary Public

My commission expires:

300' east of Behrend Drive in the 58th Avenue Alignment

# EXHIBIT A
## DESCRIPTION OF
## WATER LINE EASEMENT TO BE ABANDONED

CITY OF GLENDALE, ARIZONA WATER LINE EASEMENT TO BE ABANDONED OVER THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 20.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, ACCORDING TO DOCKET 11782, PAGE 906, RECORDS OF MARICOPA COUNTY, ARIZONA,

TOGETHER WITH:

THE EAST 20.00 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, ACCORDING TO DOCKET 11782, PAGE 904, RECORDS OF MARICOPA COUNTY, ARIZONA,

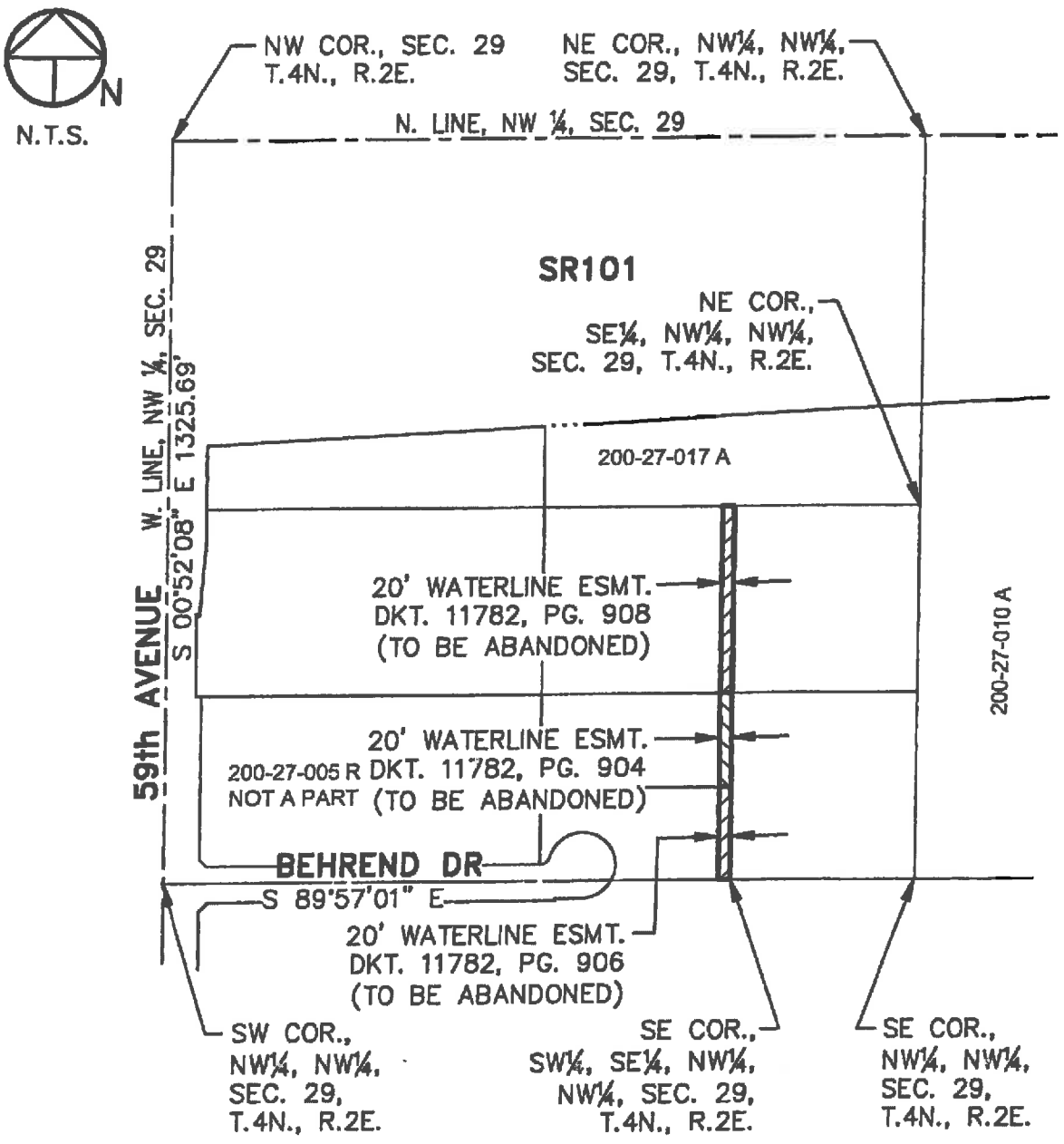
TOGETHER WITH:

THE EAST 20.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, ACCORDING TO DOCKET 11782, PAGE 908, RECORDS OF MARICOPA COUNTY, ARIZONA,

PREPARED BY:

DRW ENGINEERING
10320 W. McDOWELL RD., STE. K-1136
AVONDALE, AZ 85392

JOB NO. 13001
September 17, 2014




# EXHIBIT A

FOR A 20.00' WIDE
WATERLINE EASEMENT
TO BE ABANDONED

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33880
C. DON
WALDING
Date Signed 6-9-14
ARIZONA, U.S.A.

EXPIRES 6/30/17

Date: 06/ 09 /14 Job #: 13001


**DRW ENGINEERING, INC.**

10320 West McDowell Road, Suite K-1136
Avondale, Arizona 85392
(623)478-8800 FAX(623)478-8841
Email: drw@drwengineering.com


File Name: Y:\2013 Projects\13001\13001EXH1

# WATERLINE EASEMENTS TO BE ABANDONED AT MIDWESTERN UNIVERSITY

GLENDALE AZ

## Legislation Description

**File #:** 14-364, **Version:** 1

**ADOPT AN ORDINANCE TO ABANDON AN EMERGENCY VEHICLE ACCESS EASEMENT AT THE CENTER AT ARROWHEAD**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for the City Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager to abandon an emergency vehicle access easement at the Center at Arrowhead.

**Background**

The owner of the Center at Arrowhead, located at 7201 West Camino San Xavier, is requesting the city to abandon an existing emergency vehicle access easement consisting of 9,544 square feet. The easement was dedicated to the city but Council took no action to accept the easement. Even though the city may not have any legal title to this easement, the city is hereby abandoning any interest it may have in this easement. The city has determined that this easement is of little value to protect the safety of its citizens.

**Analysis**

The easement was granted to the city on August 28, 1997, by Russ Lyon Realty/Westcor Venture I. At the time, Russ Lyon Realty owned the land as part of their development at 7200 West Bell Road. The parcel has since been sold to Phoenix SNF Real Estate I, LLC. Staff recommends the abandonment of the emergency vehicle access easement. There will be no impact on city departments, staff or service levels as a result of this action. There are no costs incurred to the city for this action.

ORDINANCE NO. 2915 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT OF AN EMERGENCY VEHICLE ACCESS EASEMENT LOCATED AT 7200 WEST BELL ROAD TO THE OWNER OF RECORD OF THE ABUTTING, DOMINANT PROPERTY, PHOENIX SNF REAL ESTATE I, LLC; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, on August 28, 1997, Russ Lyon Realty/Westcor Venture I, an Arizona partnership, granted a perpetual fire/emergency vehicle access easement over and across certain real property located in the City of Glendale at approximately 7200 West Bell Road and described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, it appears that the legal description attached to the "Emergency Vehicle Access Easement" as filed in the records of the Maricopa County Recorder on August 28, 1997 at Docket No. 1997-0595988 and entitled the "Legal Description [of the] Fire Truck Turnaround Easement Portion RLR I, Glendale, Arizona" was incorrect because it had not been field staked; and

WHEREAS, upon information and belief, the Glendale City Council never took action to accept the easement or to execute any legal instrument taking title to this easement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. Notwithstanding any potential defect in City's legal title to the real property described in the legal description attached as Exhibit A, the City hereby abandons any interest it may have and any interest as may appear in the records of the Maricopa County Recorder's Office in the "Emergency Vehicle Access Easement" to the underlying, dominant property owner Phoenix SNF Real Estate I, LLC. Such abandonment and conveyance in any such interest shall take effect immediately upon the City Council's passage of this ordinance. Title to the released property shall vest in the underlying landowner as provided by law.

SECTION 2. Further, notwithstanding any potential defect in the documents originally recorded with the Maricopa County Recorder's Office, including the legal description originally attached to the "Emergency Vehicle Access Easement," at Docket No. 1997-0595988, the City hereby abandons any interest it may have in the property identified in corrected legal description, which is attached hereto as Exhibit B, "Legal Description, Glendale Nursing Center, Emergency Vehicle Access Easement Abandonment."

SECTION 3. As provided in A.R.S. §9-402(E), the City is not receiving payment for such abandonment and re-conveyance of the City's putative property interest in the "Emergency Vehicle Access Easement" to the underlying, dominant property owner, Phoenix SNF Real Estate I, LLC**.** The City has determined that the property is of little or no commercial or economic value and that the City no longer needs an interest in this real property to protect the health, welfare and safety of its citizens.

SECTION 4. The City Clerk is accordingly 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_72 bell

EXHIBIT A

Unofficial Document

When recorded, return to:
CLARK - Dominion
5050 N. 40th Street Suite 210
Phoenix, Az 85018

OF
MARI

97-0595988 08/28/97 04:26
MESA2 1 OF 1

# EMERGENCY VEHICLE ACCESS EASEMENT

Russ Lyon Realty/Westcor Venture I, an Arizona general partnership, Grantor, for valuable consideration, does hereby grant to City of Glendale, a municipal corporation, Grantee, its successors and assigns, a perpetual fire/emergency vehicle access easement over and across the real estate situated in Glendale, Arizona and described on Exhibit "A" attached hereto and made a part hereof.

Grantor hereby covenants that it has lawful possession of this aforementioned tract of land, that it has a good and lawful right to convey it; and that it will warrant the title and quiet possession thereto against the lawful claim of all persons.

Dated this 28th day of August, 1997.

RUSS LYON REALTY/WESTCOR VENTURE I,
an Arizona partnership

By: The Westcor Company II Limited Partnership,
an Arizona limited partnership, a partner

By: Westcor Realty Limited Partnership, a
Delaware limited partnership, its General
Partner

By: _____
Its: Ex. V. P.

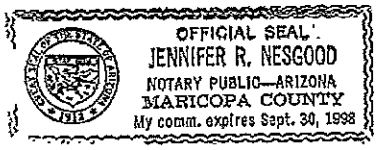
Property Address: 7200 West Bell Road
Glendale Arizona

G:\DVK\DOCS\BELLARR.EAS

STATE OF ARIZONA )
) ss.
County of Maricopa )

On this 28th day of August, 1997, before me, a Notary Public, personally appeared John F. Rasor to me known or satisfactorily proven to be the person whose name is subscribed to this instrument and who acknowledged to me that he executed the same.

Jennifer R. Nesgood
Notary Public




Unofficial Document

Property Address: 7200 West Bell Road
Glendale, Arizona

August 25, 1997
VT 23-12

**LEGAL DESCRIPTION**
**FIRE TRUCK TURNAROUND EASEMENT**
**PORTION RLR I**
**GLENDALE, ARIZONA**

A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING at the South quarter corner of said Section 36;
THENCE North 89 degrees 48 minutes 22 seconds West, 1321.19 feet to the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 36;
THENCE North 00 degrees 22 minutes 25 seconds East (North 00 degrees 02 minutes 49 seconds West recorded) along the West line of said Southeast quarter of the Southwest quarter, 95.00 feet to the North right of way line of Bell Road;
THENCE South 89 degrees 48 minutes 22 seconds East (South 89 degrees 57 minutes 11 seconds East recorded) along said North right of way line, 34.16 feet (35.00 feet recorded);
THENCE South 44 degrees 48 minutes 22 seconds East (South 44 degrees 29 minutes 29 seconds East recorded) along said North right of way line, 42.43 feet (42.83 feet recorded);
THENCE South 88 degrees 41 minutes 43 seconds East (South 88 degrees 56 minutes 10 seconds East recorded) along said North right of way line, 427.09 feet;
THENCE North 00 degrees 11 minutes 38 seconds East, 427.30 feet;
THENCE South 89 degrees 4[illegible] 2 seconds East parallel to the South line of said Section 36, 181.08 feet to the TRUE POINT OF BEGINNING;
THENCE North 00 degrees 11 minutes 38 seconds East, 2.90 feet to a point on a non-tangent curve right, the center of said curve bears North 14 degrees 15 minutes 03 seconds East;
THENCE along said curve right having a radius of 55.00 feet, a central angle of 334 degrees 47 minutes 14 seconds, an arc distance of 321.37 feet to a point on the curve;
THENCE South 00 degrees 11 minutes 38 seconds West, 2.29 feet;
THENCE North 89 degrees 48 minutes 22 seconds West parallel to the South line of said Section 36, a distance of 24.00 feet to the TRUE POINT OF BEGINNING.

Unofficial Document

The easement to which this description applies contains 9,544 square feet or 0.2191 acres, more or less, subject to rights of way and easements of record.

This easement has not been field staked.

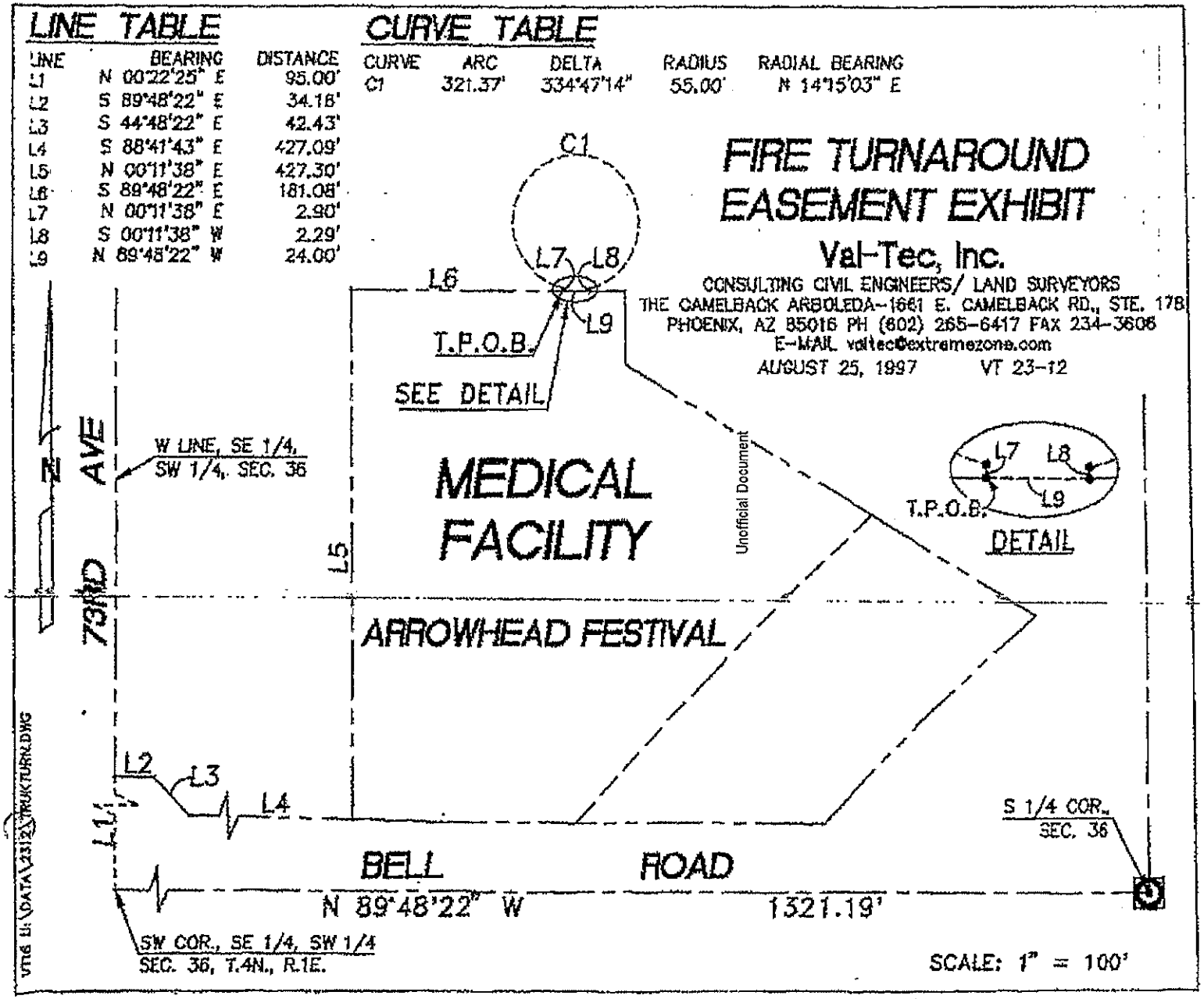
Dennis LeRoy DeWitt

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17187
DENNIS LeROY
De WITT
8/25/97
ARIZONA, U.S.A.

-End-



File: [illegible]
[illegible]




Unofficial Document

EXHIBIT "A"

G:\DVK\DOCS\BELLARR.EAS

EXHIBIT B

**Legal Description**
**Glendale Nursing Center**
**Emergency Vehicle Access Easement Abandonment**

A portion of the Southeast Quarter of Section 36, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a brass cap accepted as the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 36, from which a brass cap in handhole accepted as the South quarter corner of said Section 36 bears S89°48'22"E, a distance of 1321.28 feet ;

Thence, N00°22'25"E a distance of 95.00 feet;

Thence, S89°48'22"E a distance of 34.16 feet;

Thence, S44°48'22"E a distance of 42.43 feet;

Thence, S88°41'43"E a distance of 427.09 feet;

Thence, N00°11'38"E a distance of 427.30 feet to the Southwest corner of that parcel described in document 20121050262, Maricopa County Records;

Thence, S89°48'22"E a distance of 181.08 feet along the South line of said parcel to the **POINT OF BEGINNING;**

Thence, N00°11'38"E a distance of 2.90 feet to the beginning of a non-tangent concave South the radius of which bears N14°15'03"E a distance of 55.00 feet;

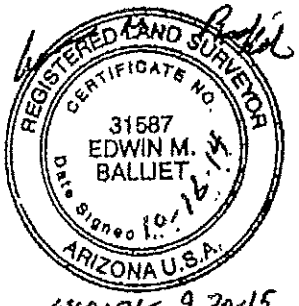
Thence, along said curve an arc length of 321.37 feet through a central angle of 334°47'14";

Thence, S00°11'38"W a distance of 2.29 feet to the South line of said parcel;

Thence, N89°48'22"W a distance of 24.00 feet along said South line to the **POINT OF BEGINNING;**

The above described parcel contains a computed area of 9,544 square feet or 0.219 acres, more or less and is subject to any easements, restrictions, or rights of way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.




EXPIRES 9-30-15

**Prepared by: Atwell, LLC**
**4700 E. Southern Ave**
**Mesa, AZ 85206**
**Project No. 13001917**
**October, 2014**

# LEGEND

SECTION LINE

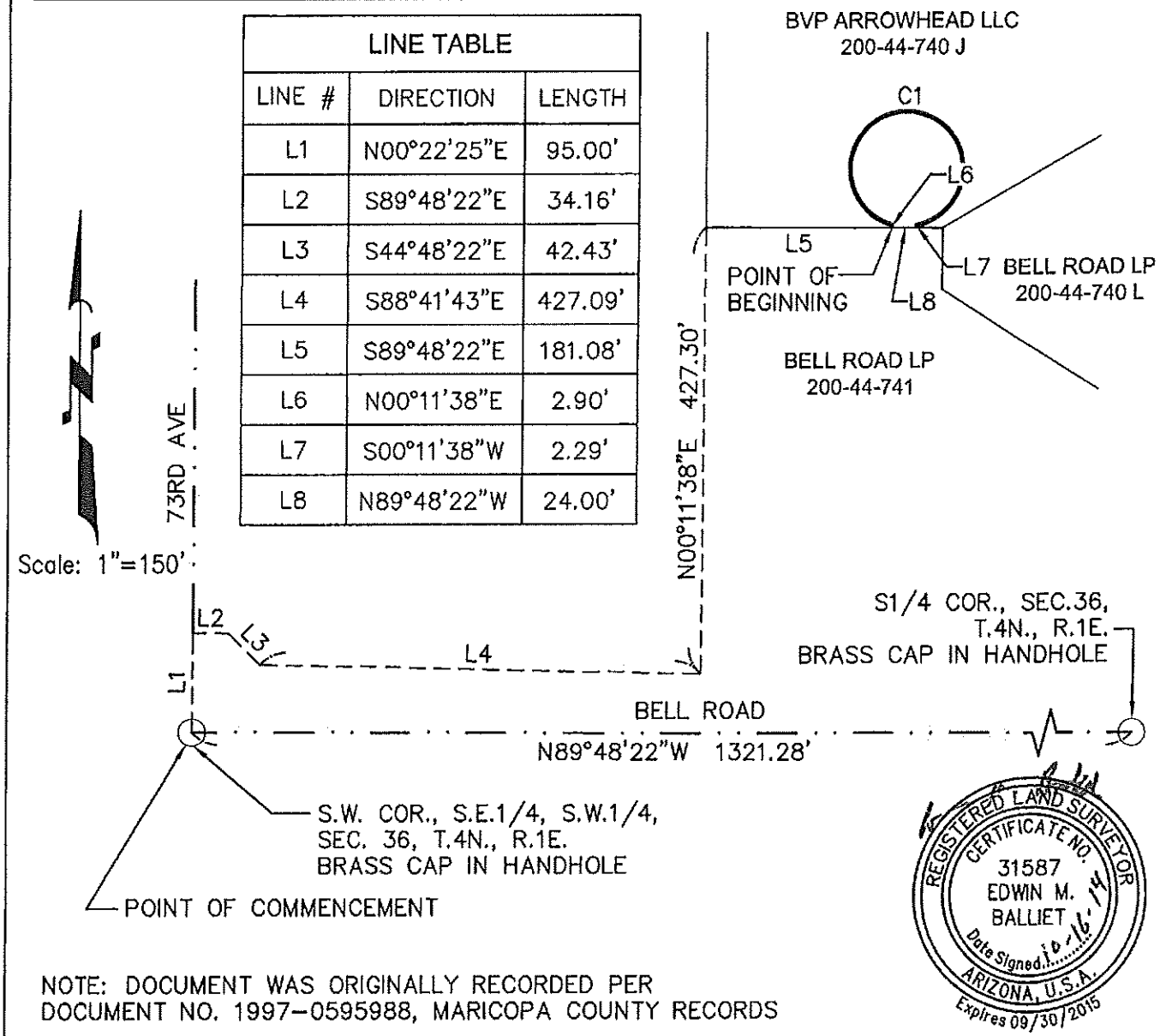
EASEMENT TIE

PROPOSED ABANDONMENT

PARCEL LINE

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD |
| C1 | 321.37' | 55.00' | 334°47'14" | N88°21'20"W 24.01' |

| LINE TABLE | | |
|---|---|---|
| LINE # | DIRECTION | LENGTH |
| L1 | N00°22'25"E | 95.00' |
| L2 | S89°48'22"E | 34.16' |
| L3 | S44°48'22"E | 42.43' |
| L4 | S88°41'43"E | 427.09' |
| L5 | S89°48'22"E | 181.08' |
| L6 | N00°11'38"E | 2.90' |
| L7 | S00°11'38"W | 2.29' |
| L8 | N89°48'22"W | 24.00' |




REGISTERED LAND SURVEYOR
CERTIFICATE NO.
31587
EDWIN M.
BALLIET
Date Signed 10-16-14
ARIZONA, U.S.A.
Expires 09/30/2015

NOTE: DOCUMENT WAS ORIGINALLY RECORDED PER DOCUMENT NO. 1997-0595988, MARICOPA COUNTY RECORDS


ATWELL
866.850.4000 | www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

Land Development & Real Estate
Power & Energy
Telecommunications
Infrastructure & Transportation
Environmental & Solid Waste
Water & Natural Resources


JOB 13001917 Sheet 2 of 2 10/15/2014

**EXHIBIT "A"**

**EMERGENCY VEHICLE ACCESS EASEMENT ABANDONMENT**

CITY OF GLENDALE, ARIZONA


k:\13001917\dwg\survey\exhibits\13001917 fire turnaround abandonment.dwg SAVE DATE: 10/16/2014 8:53 AM PLOT DATE: 10/16/2014 10:27 AM

When recorded, mail to
Glendale City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301

# QUIT CLAIM DEED

For the consideration of Ten Dollars, and other valuable considerations, the **City of Glendale, an Arizona municipal corporation**, does hereby quitclaim to Phoenix SNF Real Estate I, LLC, a Delaware limited liability company, any and all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Description, "Exhibit A"**

Dated this _____day of _____, 20____.

_____
Brenda S. Fischer
City Manager

**Exempt Pursuant to A.R.S.§11-1134 (A)(3)**

STATE OF ARIZONA )
) ss.
County of Maricopa )

This instrument was acknowledged before me this_____ day of _____, 20____ by Brenda S. Fischer, City Manager for the City of Glendale, who acknowledged that she executed this instrument for the purposes therein contained.

_____
Notary Public

My commission expires:

**Exhibit "A"**
**Legal Description**
**Glendale Nursing Center**
**Emergency Vehicle Access Easement Abandonment**

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Thence, N00°22'25"E a distance of 95.00 feet;

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Thence, N00°11'38"E a distance of 2.90 feet to the beginning of a non-tangent concave South the radius of which bears N14°15'03"E a distance of 55.00 feet;

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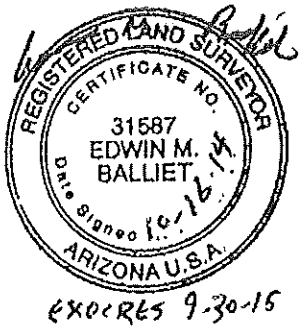



EXPIRES 9-30-15

**Prepared by: Atwell, LLC**
**4700 E. Southern Ave**
**Mesa, AZ 85206**
**Project No. 13001917**
**October, 2014**

# LEGEND

SECTION LINE

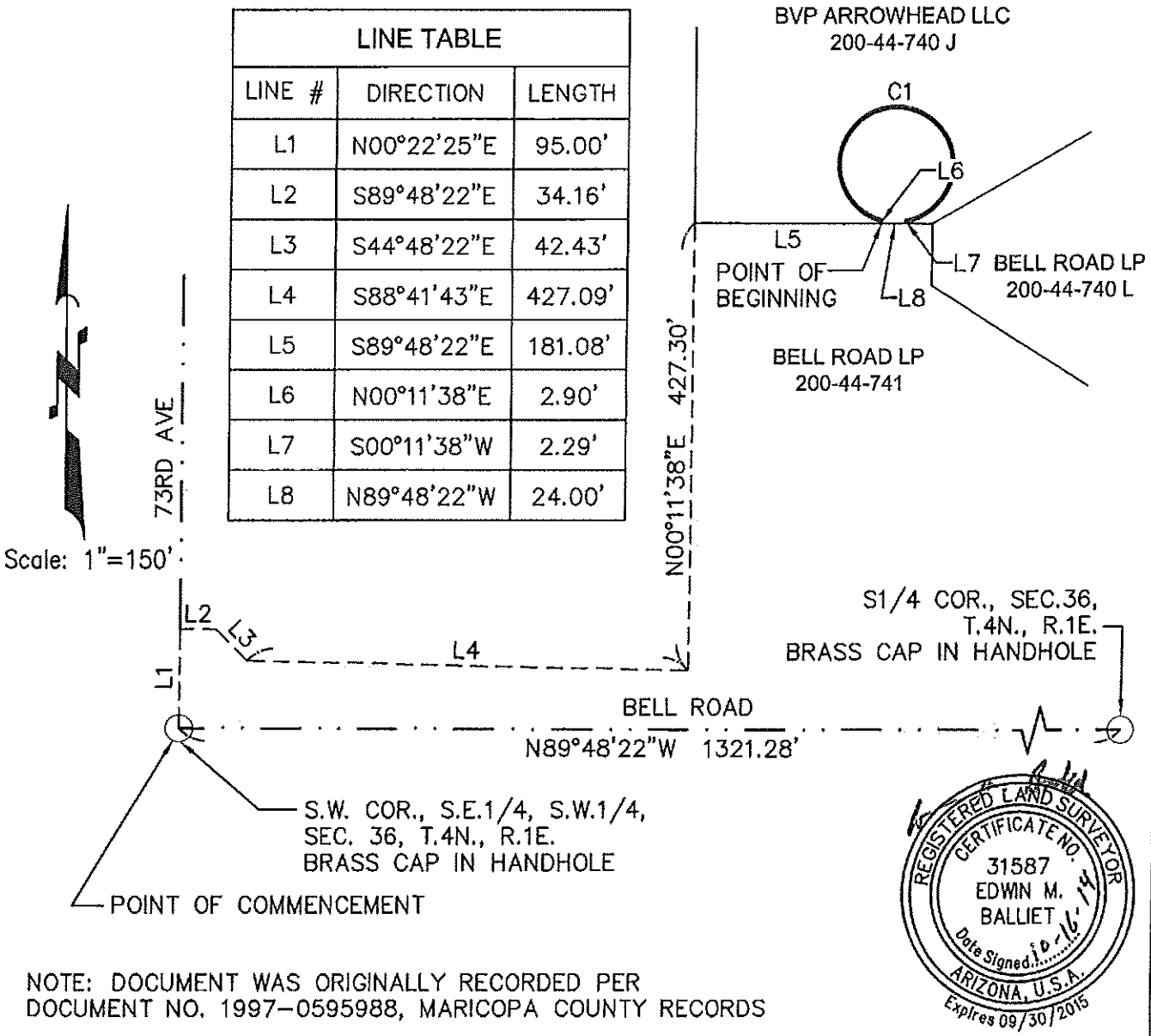
EASEMENT TIE

PROPOSED ABANDONMENT

PARCEL LINE

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD |
| C1 | 321.37' | 55.00' | 334°47'14" | N88°21'20"W 24.01' |

| LINE TABLE | | |
|---|---|---|
| LINE # | DIRECTION | LENGTH |
| L1 | N00°22'25"E | 95.00' |
| L2 | S89°48'22"E | 34.16' |
| L3 | S44°48'22"E | 42.43' |
| L4 | S88°41'43"E | 427.09' |
| L5 | S89°48'22"E | 181.08' |
| L6 | N00°11'38"E | 2.90' |
| L7 | S00°11'38"W | 2.29' |
| L8 | N89°48'22"W | 24.00' |




NOTE: DOCUMENT WAS ORIGINALLY RECORDED PER DOCUMENT NO. 1997-0595988, MARICOPA COUNTY RECORDS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
31587
EDWIN M.
BALLIET
Date Signed 10-16-14
ARIZONA, U.S.A.
Expires 09/30/2015


ATWELL
866.850.4200 | www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8631


Land Development & Real Estate
Power & Energy
Telecommunications
Infrastructure & Transportation
Environmental & Solid Waste
Water & Natural Resources

JOB 13001917 Sheet 2 of 2 10/15/2014

**EXHIBIT "A"**
**EMERGENCY VEHICLE ACCESS EASEMENT ABANDONMENT**
CITY OF GLENDALE, ARIZONA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When recorded, mail to
Glendale City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301

# QUIT CLAIM DEED

For the consideration of Ten Dollars, and other valuable considerations, the **City of Glendale**, **an Arizona municipal corporation**, does hereby quitclaim to Phoenix SNF Real Estate I, LLC, a Delaware limited liability company, any and all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Description, "Exhibit A"**

Dated this _____day of _____, 20____.

_____
Brenda S. Fischer
City Manager

**Exempt Pursuant to A.R.S.§11-1134 (A)(3)**

STATE OF ARIZONA )
) ss.
County of Maricopa )

This instrument was acknowledged before me this_____ day of _____, 20____ by Brenda S. Fischer, City Manager for the City of Glendale, who acknowledged that she executed this instrument for the purposes therein contained.

_____
Notary Public

My commission expires:

7200 West Bell Road

**Exhibit "A"**
**Legal Description**
**Glendale Nursing Center**
**Emergency Vehicle Access Easement Abandonment**

A portion of the Southeast Quarter of Section 36, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a brass cap accepted as the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 36, from which a brass cap in handhole accepted as the South quarter corner of said Section 36 bears S89°48'22"E, a distance of 1321.28 feet ;

Thence, N00°22'25"E a distance of 95.00 feet;

Thence, S89°48'22"E a distance of 34.16 feet;

Thence, S44°48'22"E a distance of 42.43 feet;

Thence, S88°41'43"E a distance of 427.09 feet;

Thence, N00°11'38"E a distance of 427.30 feet to the Southwest corner of that parcel described in document 20121050262, Maricopa County Records;

Thence, S89°48'22"E a distance of 181.08 feet along the South line of said parcel to the **POINT OF BEGINNING**;

Thence, N00°11'38"E a distance of 2.90 feet to the beginning of a non-tangent concave South the radius of which bears N14°15'03"E a distance of 55.00 feet;

Thence, along said curve an arc length of 321.37 feet through a central angle of 334°47'14";

Thence, S00°11'38"W a distance of 2.29 feet to the South line of said parcel;

Thence, N89°48'22"W a distance of 24.00 feet along said South line to the **POINT OF BEGINNING**;

The above described parcel contains a computed area of 9,544 square feet or 0.219 acres, more or less and is subject to any easements, restrictions, or rights of way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the State, County and/or Municipality or any other land division restrictions.

EXPIRES 9-30-15

**Prepared by: Atwell, LLC**
**4700 E. Southern Ave**
**Mesa, AZ 85206**
**Project No. 13001917**
**October, 2014**

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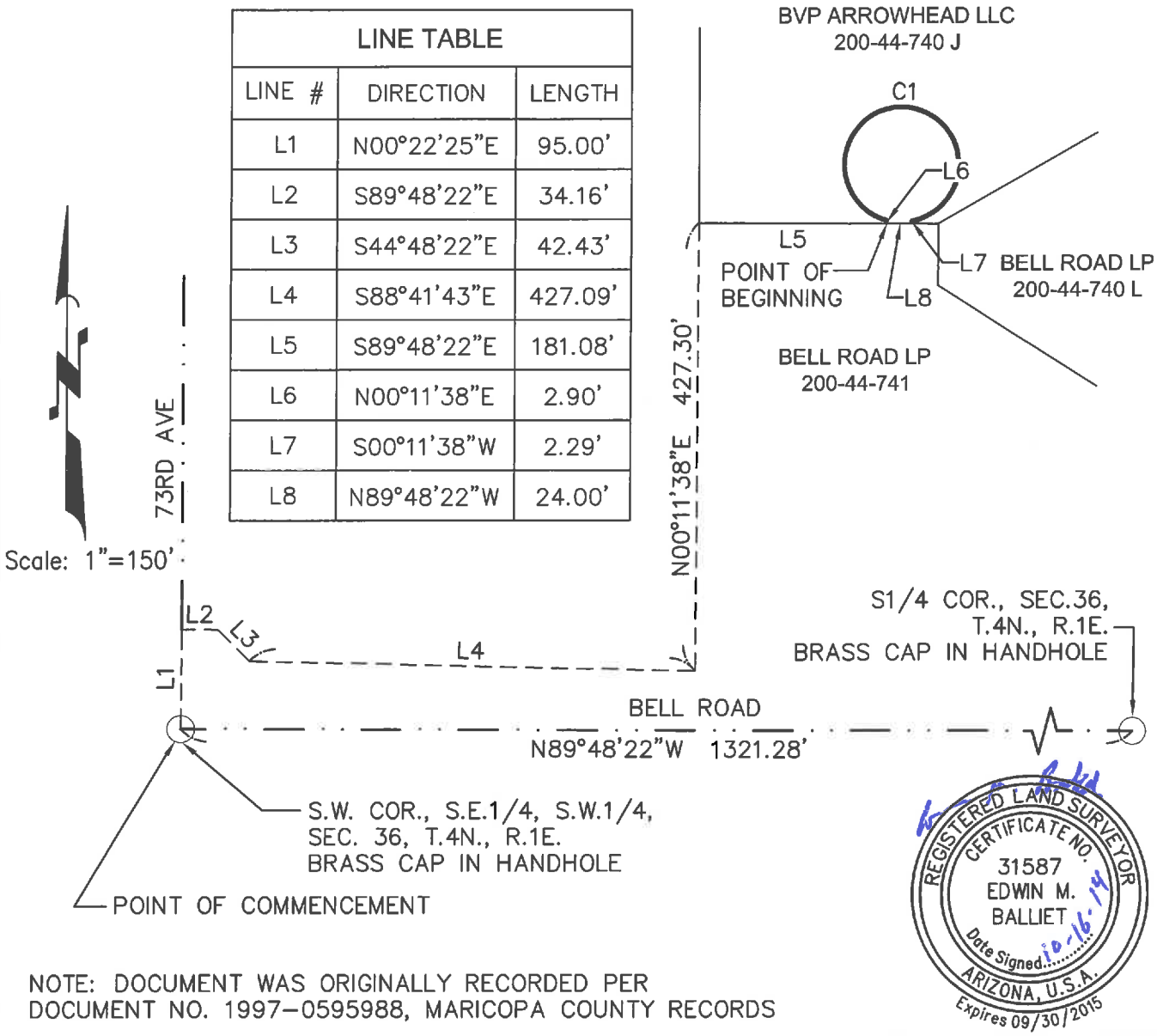


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GLENDALE AZ