



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda City Council

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

Tuesday, November 24, 2015

6:00 PM

Council Chambers

Voting Meeting

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

CALL TO ORDER

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

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

CITIZEN COMMENTS

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

APPROVAL OF THE MINUTES OF NOVEMBER 10, 2015 VOTING MEETING

1. [15-779](#) APPROVAL OF THE MINUTES OF NOVEMBER 10, 2015 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

WHOLESALE ELECTRIC

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

8. [15-742](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR CAPITAL IMPROVEMENT PROGRAM PLANNING SERVICES AND RATIFICATION OF EXPENDITURES FOR PUBLIC INFRASTRUCTURE INVESTMENTS, LLC
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Amendment No. 1](#)

9. [15-751](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LDV, INC., AND APPROVE THE PURCHASE OF A TACTICAL NEGOTIATIONS COMMAND VEHICLE FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A COOPERATIVE PURCHASING AGREEMENT
Staff Contact: Debora Black, Police Chief

Attachments: [Linking Agreement](#)

CONSENT RESOLUTIONS

10. [15-748](#) RESOLUTION 5041: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX POLICE DEPARTMENT FOR PARTICIPATION IN THE ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE
Staff Contact: Debora Black, Police Chief

Attachments: [Resolution 5041](#)
 [Intergovernmental Agreement](#)

11. [15-753](#) RESOLUTION 5042: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES FOR REIMBURSEMENT OF COSTS ASSOCIATED WITH THE TASK FORCE
Staff Contact: Debora Black, Police Chief

Attachments: [Resolution 5042](#)
 [Memorandum of Agreement](#)

12. [15-752](#) RESOLUTION 5043: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING
Staff Contact: Erik Strunk, Director, Community Services

Attachments: [Resolution 5043](#)
 [Amendment No. 2](#)

13. [15-743](#) RESOLUTION 5044: APPROVAL OF THE GLENDALE TRANSIT TITLE VI IMPLEMENTATION PLAN

Staff Contact: Jack Friedline, Director, Public Works

Attachments:

[Resolution 5044](#)

[Title VI Implementation Plan](#)

14. [15-745](#) RESOLUTION 5045: LICENSE AGREEMENT WITH NEWPATH NETWORKS LLC FOR THE CONTINUED OPERATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON CITY TRAFFIC SIGNAL POLES WITHIN PUBLIC RIGHT-OF-WAY AT 91ST AND 95TH AVENUES
Staff Contact: Jack Friedline, Director, Public Works

Attachments:

[Resolution 5045](#)

[Communications Site License Agreement](#)

[Standardized Fees for Distributed Antenna System](#)

ORDINANCES

15. [15-740](#) ORDINANCE 2969: ACCEPTANCE OF A SEWER LINE EASEMENT AT ASPERA LOT 4A
Staff Contact: Jack Friedline, Director, Public Works

Attachments:

[Ordinance 2969 with Exhibit A](#)

16. [15-741](#) ORDINANCE 2970: ACCEPTANCE OF A WATER LINE EASEMENT AT ASPERA LOT 4A
Staff Contact: Jack Friedline, Director, Public Works

Attachments:

[Ordinance 2970 with Exhibit A](#)

NEW BUSINESS

17. [15-797](#) RELEASE AND SETTLEMENT AGREEMENT WITH SW GENERAL, INC. DBA SOUTHWEST AMBULANCE FOR OUTSTANDING FEES DUE TO THE CITY
Staff Contact: Michael D. Bailey, City Attorney

Attachments:

[Release and Settlement Agreement](#)

18. [15-798](#) APPOINTMENT OF CITY MANAGER
Staff Contact: James Brown Jr., Human Resource and Risk Management Director

Michael D. Bailey, City Attorney

Attachments:

[City Manager Employment Agreement](#)

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 15-779, Version: 1

APPROVAL OF THE MINUTES OF NOVEMBER 10, 2015 VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

City of Glendale

*5850 West Glendale Avenue
Glendale, AZ 85301*



Meeting Minutes - Draft

Tuesday, November 10, 2015

6:00 PM

Voting Meeting

Council Chambers

City Council

CALL TO ORDER

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

[Sahuaro representative Councilmember Sherwood was not present. Sahuaro representative Councilmember-Elect Malnar was sworn in during the meeting.]

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

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

The invocation was offered by Pastor R.E. Hall from the New Testament Christian Church.

NEW BUSINESS

37. [15-689](#) RESOLUTION 5040: 2015 SPECIAL RECALL ELECTION CANVASS OF VOTE

Staff Contact: Pamela Hanna, City Clerk

Ms. Hanna said staff's request was for City Council to declare and adopt the results of the November 3, 2015 special recall election.

Mayor Weiers asked Ms. Hanna to read Resolution No. 5040, New Series, in full as it had not been posted 72 hours in advance of tonight's meeting.

Ms. Hanna read Resolution No. 5040 in full.

RESOLUTION NO. 5040 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING THE OFFICIAL CANVASS OF VOTES CAST IN THE CITY OF GLENDALE SPECIAL RECALL ELECTION HELD NOVEMBER 3, 2015; AND DECLARING THE RESULTS OF THE SPECIAL RECALL ELECTION FOR THE SAHUARO DISTRICT.

WHEREAS, the City of Glendale held a Special Recall Election Tuesday, November 3, 2015, for the purpose of filling the office of Councilmember in the Sahuaro District; and

WHEREAS, A.R.S. § 16-642 requires that the City Council canvass the returns of the election not less than six days nor more than 20 days following the election; and

WHEREAS, the City Council, having canvassed the returns of the November 3, 2015 Special Recall Election, finds the returns to be as stated in this resolution.

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

SECTION 1. That the total number of ballots rejected was 107 (Exhibit A).

SECTION 2. That the total number of ballots cast at said Special Recall Election, as shown by the Polling Place and Precinct Canvass report, was 5,644 (Exhibit B).

SECTION 3. That the votes cast for the candidates for Councilmember were as follows:

District/Name Vote Total

SAHUARO DISTRICT

Malnar, Ray 2,840

Sherwood, Gary S. 2,499

SECTION 4. That it is hereby found, determined, and declared of record that the following candidate did receive the greatest number of votes cast for the office Councilmember in the Sahuaro District and is hereby issued a certificate of election:

SAHUARO DISTRICT

Ray Malnar

SECTION 5. That Exhibits A through B attached to this resolution include a detailed canvass of vote by polling place and precinct for the November 3, 2015 Recall Election.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2015.

[No Sahuaro representative voted on this item.]

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

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

Abstain: 1 - Councilmember Malnar

38. [15-755](#)

OATH OF OFFICE – COUNCILMEMBER RAY MALNAR

Staff Contact: Richard A. Bowers, Acting City Manager

Mr. Bowers said the results of the November 3, 2015 special election canvass of votes resolution read by Ms. Hanna have been approved. Now, the oath of office and swearing in ceremony will be conducted for Mr. Ray Malnar, Councilmember Elect of the Sahuaro

District. The oath of office was administered by Judge Elizabeth R. Finn, Judge of the Glendale City Court. Mr. Malnar has submitted proof of statutory qualification requirements and will be sworn in at the November 10, 2015 meeting. His term of office will commence November 10, 2015 and terminate on December 13, 2016.

Judge Elizabeth Finn administered the oath to Councilmember-Elect Ray Malnar.

Mr. Malnar said if anyone were to ask me a year ago that I would be standing here as your newest Councilmember, I would probably laugh them out of the room. I didn't seek this position, but apparently it was seeking me. I chose to serve in order to represent the constituents of my district, to meet the needs of my Sahuaro District neighbors. You know, it's time to focus on the future of Glendale. Our Council has been moving in the right direction. Let's keep that momentum going. This is a new day for Glendale and it is a fresh start for our city to get back to where it should be. For the last several years, the Mayor and the Council have been making very tough decisions, trying to fix some problems they inherited, and I'm looking forward to being a part of that constructive team that is focused on making Glendale the best that it can be. Things have been getting better; sometimes it is difficult to notice because of the negative headlines that you see in the newspapers. My friends in the media please pay attention. It is time for those negative headlines to go away and for positive headlines to replace them. I have a vision of a Glendale that has significantly reduced its debt and that encourages business to prosper with friendly regulations, fair taxes and fee schedules, which businesses, in turn, create jobs for the members of the community, who, in turn, shop, entertain and eat out in Glendale because of its great tax rates and excellent services. It is a city that functions efficiently and takes care of its people and pays attention to the public concerns that are brought before it. This is the city that I aspire to be a part of; let's work together it's going to take some time to get there. May God bless each one of you to do your part in helping us to make this happen. Thank you for giving me this opportunity to be of service in this great city. Thank you.

Mayor Weiers said he wanted to be the first one to congratulate Councilmember Malnar.

Mayor Weiers also placed Mr. Malnar's name plate at Council Malnar's seat on the City Council dais.

Mayor Weiers called a five minute recess to allow those present an opportunity to offer congratulations to Councilmember Malnar.

RECESS

The meeting was called back to order.

CITIZEN COMMENTS

James Deibler, a Phoenix resident, congratulated Councilmember Malnar and said he would represent the city of Glendale very well. He spoke an incident he had with a homeless person. James received a ride home from a police officer and thanked the

police officer for assisting him. James said he sees homeless people everywhere he goes.

APPROVAL OF THE MINUTES OF OCTOBER 13, 2015 VOTING MEETING

1. [15-716](#) APPROVAL OF THE MINUTES OF OCTOBER 13, 2015 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

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

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

CONSENT AGENDA

Mr. Richard Bowers, Acting City Manager, read agenda item numbers 2 through 28.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 29 through 33 by number and title.

2. [15-691](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, OUR LADY OF PERPETUAL HELP
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

3. [15-685](#) APPROVE LIQUOR LICENSE NO. 5-17717, LA RUBIA Y LA MORENA
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

4. [15-686](#) APPROVE LIQUOR LICENSE NO. 5-17739, Z MART
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

5. [15-687](#) APPROVE LIQUOR LICENSE NO. 1-33863, PIZZA OLD ROMA
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

6. [15-688](#) APPROVE LIQUOR LICENSE NO. 5-17725, WINGSTOP
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

7. [15-604](#) AUTHORIZATION TO RATIFY AND RENEW THE AGREEMENT WITH APPLICATION SOFTWARE, INC., DOING BUSINESS AS ASIFLEX
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

8. [15-719](#) REQUEST TO APPROVE CHANGE TO HUMAN RESOURCES POLICY 301 – COMPENSATION AND CLASSIFICATION TO INCLUDE HOLIDAY AND HOLIDAY SPECIAL HOURS TO THE OVERTIME CALCULATION FOR EMPLOYEES
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

9. [15-700](#) AWARD OF BID RFP 16-06, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FESTIVAL SHUTTLE SERVICES FOR GLENDALE GLITTERS, GLENDALE GLITTER & GLOW AND GLENDALE CHOCOLATE AFFAIRE FROM INDUSTRIAL BUS LINES DOING BUSINESS AS ALL ABOARD AMERICA!
Staff Contact: Laurie Sapp, Assistant Communications Director

This agenda item was approved.

10. [15-690](#) AWARD OF BID IFB 16-05, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FOUNDRY-METAL CASTING SERVICES FROM GRATE SOLUTIONS COMPANY, INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

11. [15-692](#) AWARD OF BID IFB 16-05, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FOUNDRY-METAL CASTING SERVICES FROM DANA KEPNER COMPANY, INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

12. [15-693](#) AWARD OF BID IFB 16-05, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FOUNDRY-METAL CASTING SERVICES FROM NEENAH FOUNDRY COMPANY
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

13. [15-694](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MGC CONTRACTORS, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR CONSTRUCTION OF THE THUNDERBIRD RESERVOIR IMPROVEMENTS
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

14. [15-695](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH EUROFINS EATON ANALYTICAL, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR LABORATORY TESTING SERVICES
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

15. [15-696](#) AUTHORIZATION TO ENTER INTO A DESIGN AND CONSTRUCTION AGREEMENT WITH SALT RIVER VALLEY WATER USERS' ASSOCIATION FOR NEW INFRASTRUCTURE AT A REPLACEMENT WELL SITE
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

16. [15-718](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ABM ELECTRICAL POWER SERVICES, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR REPAIR SERVICES AT VARIOUS WATER AND WASTEWATER FACILITIES
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

17. [15-701](#) AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM PURCELL TIRES
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

18. [15-702](#) AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM CHARLIE CASE TIRE LLC, DOING BUSINESS AS COMMUNITY TIRES
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

19. [15-703](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH FIVE G INC., FOR GUARD RAIL

INSTALLATION, SERVICES AND ACCESSORIES
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

20. [15-704](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH WATER & ENERGY SYSTEMS TECHNOLOGY, INC.
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
21. [15-705](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GAVAN & BARKER, INC., FOR 2014-2015 DRAINAGE STUDIES
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
22. [15-706](#) AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM REDBURN TIRE COMPANY
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
23. [15-708](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BASIN TREE SERVICE & PEST CONTROL, INC., DOING BUSINESS AS UNITED RIGHT OF WAY (URW), FOR LANDSCAPE SERVICES ALONG ROUTE US 60 (GRAND AVENUE)
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
24. [15-710](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH SOMERSET LANDSCAPE MAINTENANCE, INC., FOR LANDSCAPE SERVICES ALONG NORTHERN PARKWAY
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
25. [15-711](#) AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM PHOENIX TIRE
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
26. [15-713](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF SHELVING FROM INTERIOR SOLUTIONS OF ARIZONA, LLC
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

27. [15-714](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE AGREEMENT FOR STREETLIGHT MAINTENANCE SERVICES WITH FLUORESCO LIGHTING-SIGN MAINTENANCE CORPORATION
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

28. [15-715](#) AWARD OF BID IFB 16-14, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE TIRES FROM ROBERTS TIRE SALES, INC.
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

CONSENT RESOLUTIONS

29. [15-707](#) RESOLUTION 5034: AUTHORIZATION TO REVISE RATES AND CHARGES AT GLENDALE MUNICIPAL AIRPORT
Staff Contact: Jack Friedline, Director, Public Works
- RESOLUTION NO. 5034 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, SETTING FORTH RATES AND CHARGES AT THE GLENDALE MUNICIPAL AIRPORT; AND ESTABLISHING AN EFFECTIVE DATE.

This agenda item was approved.

30. [15-709](#) RESOLUTION 5035: AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-90-X131 TO INCLUDE FUNDING FOR BUS ROUTES 59 AND 60
Staff Contact: Jack Friedline, Director, Public Works
- RESOLUTION NO. 5035 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 ENTERING INTO CHANGE ORDER NO. 1 FOR AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X131 RELATING TO TRANSIT SERVICES.

This agenda item was approved.

31. [15-712](#) RESOLUTION 5036: AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT

ADMINISTRATION GRANT NUMBER AZ-57-X016 FOR BUS STOP ACCESSIBILITY ENHANCEMENTS

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5036 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 ENTERING INTO CHANGE ORDER NO. 1 FOR AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-57-X016 RELATING TO TRANSIT SERVICES.

This agenda item was approved.

32. [15-726](#)

RESOLUTION 5037: AUTHORIZATION TO ENTER INTO A 24-MONTH AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE GLEN LAKES GOLF COURSE

Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 5037 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE, MANAGEMENT & OPERATIONS AGREEMENT WITH ARIZONA GOLF VENTURES, L.L.C. FOR THE MANAGEMENT AND OPERATION OF THE GLEN LAKES GOLF COURSE LOCATED AT 5450 WEST NORTHERN AVENUE IN GLENDALE, ARIZONA.

This agenda item was approved.

33. [15-721](#)

RESOLUTION 5038: ADOPT A RESOLUTION OF SUPPORT FOR A FINANCIAL POLICY RELATED TO CASH AND BUDGET APPROPRIATION TRANSFERS

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

RESOLUTION NO. 5038 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, SUPPORTING A FINANCIAL POLICY RELATED TO CASH AND BUDGET APPROPRIATION TRANSFERS.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Councilmember Turner, seconded by Councilmember Aldama, to approve the recommended actions on Consent Agenda Item Numbers 2 through 28 and Consent Resolution Item Numbers 29 through 33. The motion carried by the following vote:

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

ORDINANCES

34. [15-722](#) ORDINANCE 2967: FISCAL YEAR 2014-15 BUDGET AMENDMENTS – 4TH QUARTER

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

Ms. Rios said this is a request for council approval of certain FY 2014-2015 budget amendments. She said the total budget appropriations do not change with these amendments. She said all of these transfers are being brought forward based on the policy in place at the time, prior to the policy changes made this evening. These transfers all involve closing out the books for FY 14/15. She explained the largest transaction is a cash transfer between two water funds. The fees are collected in one fund, but the debt service is paid out of another fund. She said under the next policy adopted this evening, these transfers will no longer be brought before Council as they are considered all one fund.

Ms. Hanna read Ordinance No. 2967, New Series by title.

ORDINANCE NO. 2967 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 CASH AND APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2014-2015 BUDGET.

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

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

35. [15-727](#) ORDINANCE 2968: FISCAL YEAR 2015-16 BUDGET AMENDMENTS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Ms. Rios said this is a request for Council approval of certain FY 2015-2016 budget amendments. She said the total budget appropriations remain unchanged with these amendments.

Ms. Hanna read Ordinance No. 2968, New Series by title.

ORDINANCE NO. 2968 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 CASH AND APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2015-2016 BUDGET.

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

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

RESOLUTIONS

36. [15-729](#)

RESOLUTION 5039: AUTHORIZATION TO ENTER INTO THE FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT AMONG THE CITY OF GLENDALE, THE TOHONO O'ODHAM NATION AND THE TOHONO O'ODHAM GAMING ENTERPRISE

Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey said this amendment deals with the payments that are being tendered by the Tohono O'odham Nation to the city as consideration for settlement of litigation. He explained when the agreement was drafted, the city considered class 3 gaming and did not foresee class 2 gaming occurring on the property. He explained class 2 gaming may occur and they are amending the definition to include class 2 gaming and class 3 gaming as the sources of that consideration to be paid to the city. He said if Council rejects this amendment, they do not nullify the settlement agreement. The rejection will not include class 2 gaming in the definition. He said in terms of the settlement case, a recent decision was entered by the 9th Circuit with regard to that case. He said in the event there was any discussion about the settlement agreement; the underlying case has been resolved at the appellate level.

Mayor Weiers clarified that class 3 gaming approved by the previous Council will stay no matter what and the Tohono O'odham has agreed to pay for the class 2 gaming as well in this amendment.

Mr. Bailey said that was correct.

Mayor Weiers said even if the Council chose not to support this, the Tohono O'odham Nation would not have to pay the city if they did not want to.

Mr. Bailey said it meets the intent of the original agreement.

Mayor Weiers said the Tohono O'odham Nation have chosen to continue to work with and support the city, he is going to vote yes, although he is not saying he supports the overall idea.

Larry Rovey, a Yucca resident, complimented the Council in their change in attitude toward the Tohono O'odham nation. He welcomed the Tohono O'odham Nation as a neighbor and thanked them for extending the courtesies of this payment to the city. He said there are a lot of opportunities for everyone going forward.

Steve Davis, a California resident and project director of the Desert Diamond West Valley Resort and Casino project, has overseen this project for about three years. He thanked the Council for their support of this project. He said he has found the Tohono O'odham Nation to be people of deep integrity and it has been a privilege to work with them. He asked the Council for their continued support for this project.

Chairman Edward Manuel, Tohono O'odham Nation, said he was honored to appear before the Council and said he was here tonight in support of this agreement to include class 2 gaming. He spoke about the money that has been spent on this project and the number of people who have been employed. He said he hoped this continued partnership with the city is a prosperous one, and he hoped the city continued to support the Tohono O'odham Nation. He said the opening celebration will be held on December 20, 2015 and he invited the Council to attend.

Arthur Thruston, a Cactus resident, said he came to speak about Ken Jones who always supported the Tohono O'odham Nation. He said the Tohono O'odham Nation is right and good and the city should support them as much as they can. He asked the Council and the Tohono O'dham Nation consider inviting Mr. Jones' widow to be the first customer when they open their doors.

Robert Casares, an Ocotillo resident, spoke about the Tohono O'dham Nation coming to Glendale and the opportunity for more business and employment coming to the city. He wanted to thank the Tohono O'odham Nation for all they have done for the city. He said everyone has benefitted from their generosity. He said there will be many employment and economic opportunities. He thanked the Council and residents for supporting the casino. He said the cultures are joined together to become one.

Ron Kolb, an Ocotillo resident, said the Councilmembers are approachable and they are moving in the right direction. He said attitudes have changed and are more positive. He believes the Tohono O'odham project is good for both Glendale and the west side. He said they are going to be a very big part of the community and thanked the Tohono O'odham for the generous payment. The Tohono O'odham Nation will be good neighbors.

Ms. Hanna read Resolution No. 5039, New Series by title.

RESOLUTION NO. 5039 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 THE FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT AMONG THE CITY OF GLENDALE, THE TOHONO O'ODHAM NATION AND THE TOHONO O'ODHAM GAMING ENTERPRISE.

Councilmember Turner explained his vote by thanking the Tohono O'odham Nation for their contributions and generosity and continuing commitment to Glendale.

Councilmember Chavira said the Tohono O'odham Nation has done the right thing from day one. He expected nothing else from the Nation, but the right thing.

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

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

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Turner, to hold the next regularly scheduled city council workshop on Tuesday, November 17, 2015 at 1:30 p.m. in Room B3 of the City Council Chambers, to be followed by an executive session pursuant to ARS 38-431.03. The motion carried by the following vote:

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

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama thanked all veterans for their service to the country.

Councilmember Chavira thanked the veterans for their service. He also welcomed Councilmember Malnar. He said it was great serving with Gary Sherwood. He wished Councilmember Aldama a Happy Birthday.

Councilmember Malnar thanked the members of the Armed Forces and asked everyone to remember their sacrifice.

Councilmember Tolmachoff thanked the veterans everywhere for their service. She also thanked the Tohono O'odham Nation for their integrity and generosity. She said they are honorable people and they honor their commitments. She announced the first annual Cholla Holiday Mixer from 7 p.m. to 9 p.m. on December 9th and the Foothills Aquatics Center. She said they will hold an ugly sweater contest, holiday desserts and wanted to give everyone an opportunity to have some fun.

Councilmember Turner thanked the veterans who have served our country. He thanked the Police Department for recognizing the veterans in a ceremony. He reminded everyone about the ceremony at 10 a.m. on November 11th honoring veterans at the Glendale Main Library.

Vice Mayor Hugh welcomed Councilmember Malnar and said Happy Birthday to Councilmember Aldama.

Mayor Weiers introduced his sister and mother who were in the audience. He asked everyone to fill up a box of donated food to help the local food bank, Hope for Hunger. He said 15,000 boxes of food were donated previously and asked everyone to contribute. He said the hunger problem is year round and challenged everyone to make a difference. He said the hometown Christmas parade will be held on December 12th.

ADJOURNMENT

The meeting adjourned at 7:21 p.m.



Legislation Description

File #: 15-754, Version: 1

BOARDS, COMMISSIONS & OTHER BODIES

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Purpose and Recommended Action

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

Arts Commission

Mark Fast	Cholla	Appointment	11/24/2015	08/24/2017
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Citizens Transportation Advisory Commission

Jack Nylund	Mayoral	Appointment	11/24/2015	11/25/2016
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General Plan Steering Committee

Randy Miller	Mayoral	Appointment	11/24/2015	01/01/2016
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Glendale Municipal Property Corporation

Ron Cantrell	Yucca	Reappointment	12/01/2015	12/01/2016
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Library Advisory Board

Susan Sommer - Vice Chair	Cactus	Reappointment	11/24/2015	09/26/2016
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Personnel Board

Bud Zomok - Chair	Ocotillo	Reappointment	12/22/2015	12/22/2016
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Stephen Gilman - Vice Chair	Yucca	Reappointment	12/22/2015	12/22/2016
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Risk Management/Worker's Compensation Trust Fund Board

Councilmember Ray Malnar	Sahuaro	Appointment	11/24/2015	07/24/2017
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Legislation Description

File #: 15-730, Version: 1

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

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

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the City of Glendale Office of Special Events, submitted by Martin L. Dickey. The event will be held in downtown Glendale located at 58th Avenue and Glenn Drive on Friday, December 18 and Saturday, December 19, 2015 from 6 p.m. to 10 p.m. The purpose of this special event liquor license is for Glendale's Spirit of Giving.

Background Summary

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

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

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

FOR DLLC USE ONLY

Event date(s):

12/18/15 - 12/19/15

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

SECTION 1 Name of Organization: City of Glendale

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

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

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

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: 58th Ave and Glenn Drive

Address of Location: 5850 W Glendale Ave Glendale Maricopa/AZ 85301
Street City County/State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

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

2. Applicant's mailing address: 5850 W Glendale Ave Glendale AZ 85301
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (623) 930-3077

4. Applicant's email address: [REDACTED]

SECTION 10

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

Yes No (If yes, attach explanation.)

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

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

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

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

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

Name City of Glendale Percentage 50%
 Address 5850 W Glendale Ave Glendale AZ 85301
Street City State Zip

Name Civic Pride Ambassadors Percentage 50%
 Address PO Box 8032 Glendale AZ 85312
Street City State Zip

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

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

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

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

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

4 Number of Police 10 Number of Security Personnel Fencing Barriers

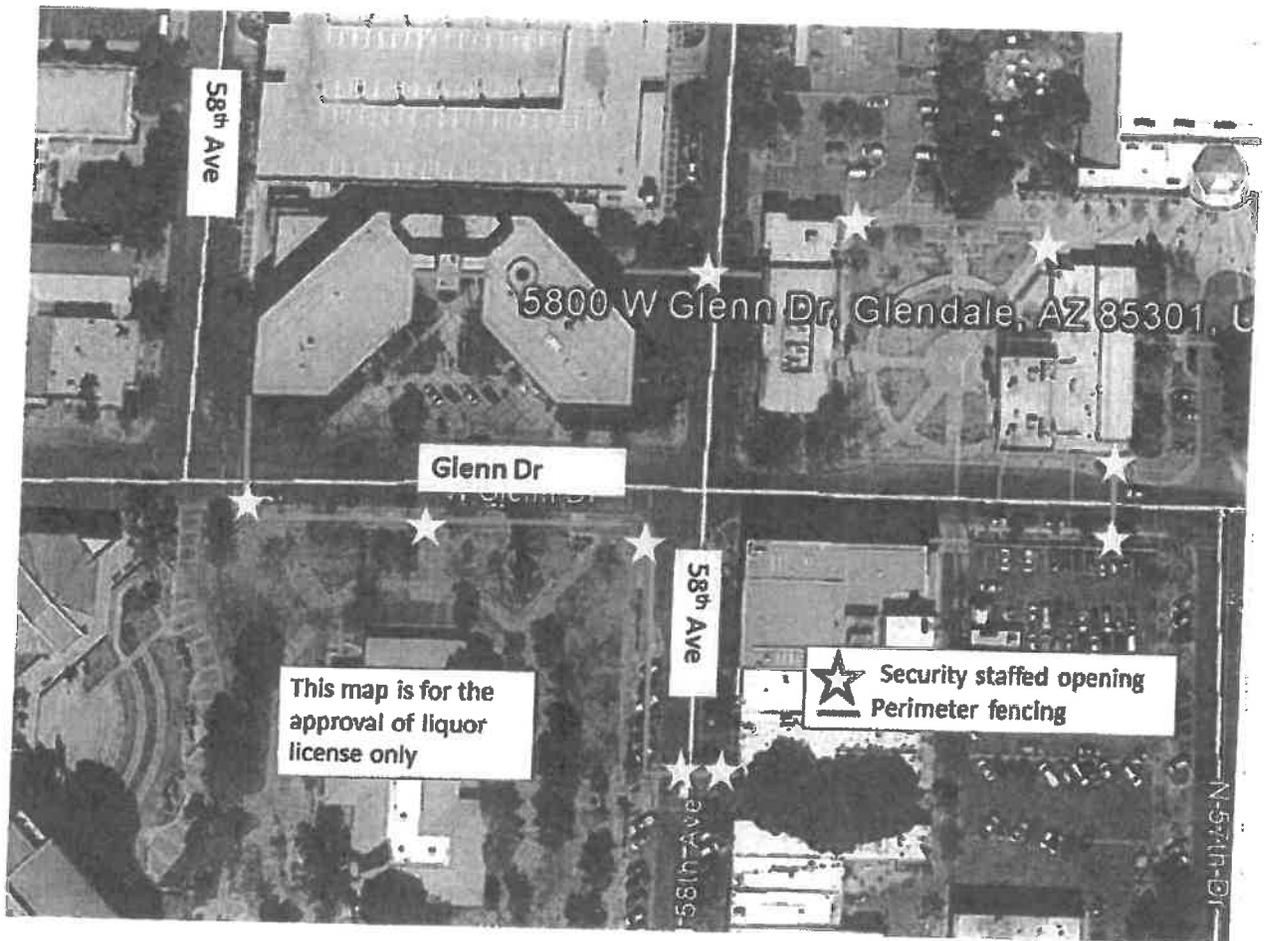
Explanation: 3' high fencing will enclose designated beer garden and exits will be staffed by security and patrolled by Police.

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>December 18, 2015</u>	<u>Friday</u>	<u>6:00 PM</u>	<u>10:00 PM</u>
DAY 2:	<u>December 19, 2015</u>	<u>Saturday</u>	<u>6:00 PM</u>	<u>10:00 PM</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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

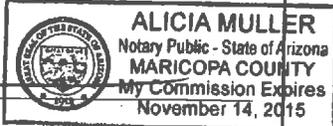


SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

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

x Jean Lyn Campbell Asst. City Manager 10/5/15 623-670-6909
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 5 October 2015
State Arizona County of Maricopa Day Month Year

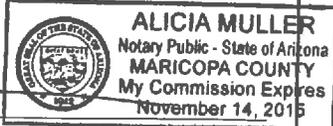
My Commission Expires on: 10/5/15 Alicia Muller
Date Signature of Notary Public 

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

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

x Martin Dickey Special Events Division Manager 10/2/15 623-930-3077
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2 October 2015
Day Month Year

State Arizona County of Maricopa
My Commission Expires on: Nov. 14, 2015 Alicia Muller
Date Signature of Notary Public 

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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

15-200

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 10-14-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **City of Glendale**

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

Applicant/s Information

Name: **Dickey, Martin L.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/14/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related	1		
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls	22		
Trespassing	4		
Accidents	3		
Fraud / Forgery	2		
Threats	5		
Criminal damage			
Other non-criminal*	30		
Other criminal	1		
Total calls for service	69	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Event is scheduled for 12-18-15 (Fri) and 12-19-15 (Sat) (Spirit of Giving Weekend).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>10-14-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>10-14-15</u>



Legislation Description

File #: 15-731, Version: 1

APPROVE LIQUOR LICENSE NO. 5-17858, THE ROGUE TOMATO

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

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for The Rogue Tomato located at 18561 North 59th Avenue, Suite 120-122. The Arizona Department of Liquor Licenses and Control application (No. 1207A410) was submitted by Devin Allen Delnicki.

Background Summary

The location of the establishment is in the Cholla District. The property is zoned SC (Shopping Center). The population density within a one-mile radius is 11,538. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	2
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	1
12	Restaurant	<u>13</u>
	Total	20

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

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, October 5 thru October 25, 2015.



BUSINESS NAME: The Rogue Tomato

LOCATION: 18561 N. 59th Avenue, Suite 120-122

APPLICANT: Devin Allen Delnicki

ZONING: SC

APPLICATION NO: 5-17858

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



15-202

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 10-20-15

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New license

Business Name: **The Rogue Tomato**

Business Address: **18561 N. 59th Ave #120-122**

Applicant/s Information

Name: **Delnicki, Devin Allen**

Name: **Copeland, Shane Lee**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 10/20/2010	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related		1	
Fights / Assaults	1		
Robberies			
Burglary / Theft		4	
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	1	3	
Other criminal	1		
Total calls for service	3	8	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Donald Mui (Agent)
LDM Enterprise LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>10-21-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>10-21-15</u>



Legislation Description

File #: 15-736, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF FIRE SYSTEM SUPPORT REPAIR AND REPLACE SERVICES FROM CLIMATEC, LLC, DOING BUSINESS AS CLIMATEC BTG

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Climatec, LLC., doing business as (dba) Climatec BTG, for the cooperative purchase of fire system support repair and replace services, in an amount not to exceed \$210,000 for the entire term of the agreement which ends on September 21, 2016.

Background

The agreement with Climatec BTG will be utilized for fire sprinkler and suppression testing for both wet and dry systems as required by National Fire Protection Act standards. Climatec BTG will also provide support, repair and maintain the city's fire suppression systems within city- owned buildings.

Climatec BTG was awarded a bid by Arizona State University for Fire System Support Repair/Replace Services and staff is requesting to utilize the cooperative purchase with Strategic alliance for Volume Expenditure (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Agreement RFP #171201 was awarded on September 22, 2011 and ends September 21, 2016.

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

Analysis

The specialized maintenance and scope of work required is beyond the expertise of city maintenance staff; therefore, a contractor has been used to provide this service for over 12 years. The latest service contract, which was awarded in January 2013, is no longer available. Discontinuing required maintenance and repair services of the fire system is not safe or viable option to consider. Therefore, staff analyzed different possibilities related to acquiring the needed fire system maintenance and repair services. Staff concluded that, due to the cost savings generally realized through the use of cooperative purchasing agreements, seeking another cooperative purchasing agreement to join is the best option for the city. At the end of term,

staff will either advertise a RFP or utilize another cooperative agreement.

Previous Related Council Action

On January 8, 2013, Council approved and ratified the cooperative purchasing agreement with Johnson Controls, Inc. for the support, repair and maintenance of the city's fire suppression systems within city-owned buildings.

Community Benefit/Public Involvement

Maintaining the city's fire suppression systems within city-owned buildings is necessary for the safety of employees and individuals who visit these public places.

Budget and Financial Impacts

Funds for the support, repair, and maintenance of the city's fire suppression systems within city-owned buildings are available in the fiscal year 2015-16 operating budgets for the various city departments. The total expenditure with Climatec BTG are not to exceed \$210,000 for the entire term of the agreement; contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$150,000	Varies

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CLIMATEC, LLC, DBA CLIMATEC BTG**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Climatec, LLC, an Arizona limited liability company dba Climatec BTG ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 22, 2011, under the S.A.V.E Cooperative Purchasing Agreement, Arizona State University entered into a contract with Contractor to purchase the goods and services described in the Fire System Support Repair/Replace Services Contract, Contract RFP #171201 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was September 22, 2011, until the date the contract expires on September 21, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended

beyond September 21, 2016. The period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 21, 2016.

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

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred and ten thousand dollars (\$210,000) for the entire term of the Agreement.

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

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

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

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

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

City of Glendale
c/o Ron Gouger
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2647

and

Climatec, LLC dba Climatec BTG
c/o Allan Barinque
2851 W. Kathleen Road
Phoenix, AZ 85053
602-944-3330

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

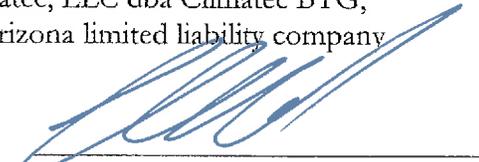
“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Climatec, LLC dba Climatec BTG,
an Arizona limited liability company

By: _____
Richard A. Bowers
Acting City Manager

By: 
Name: Chad Swaffard
Title: Service Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CLIMATEC, LLC, DBA CLIMATEC BTG**

EXHIBIT A

Arizona State University Contract RFP #171201 - Fire System Support-Repair/Replace Services



Amendment # 4
To
Fire System Support-Repair-Replace Services
RFP 171201

This Amendment amends the Agreement effective September 22, 2011 between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY ("ASU") and KX2 Holdings LLC, dba Climatec BTG, as previously amended (the "Agreement").

The parties agree to amend the Agreement as follows



- 1. The term of the Agreement shall be renewed one (1) year: September 22, 2015 through September 21, 2016.

All other terms and conditions shall remain the same as outlined in the Agreement, as amended.

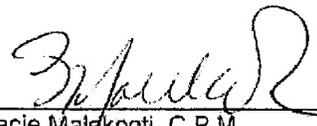
The parties have caused this Amendment to be signed by their duly authorized representatives on the date set forth below.

THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY:

CONTRACTING PARTY:

Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

KX2 Holdings LLC, dba Climatec BTG
2851 W. Kathleen Road
Phoenix, AZ 85053



Stacie Malekooti, C.P.M.



Name Terry McCowan

Assistant Director Purchasing
ASU Purchasing and Business Services

Title President

Date 7/29/15

Date 7/29/2015



ARIZONA STATE UNIVERSITY

September 20, 2011

Attn: Terry Keenen
President
KX2 Holdings LLC dba Climatec BTG
2851 W. Kathleen Rd.
Phoenix, AZ 85053

Fax: (602) 944-3330
E-mail: terryk@climatec.com

NOTICE OF AWARD

Subject: **Request for Proposal #171201
Fire System Support – Repair – Replace Services**

Please be advised that after comparative review and evaluation of responses received for the services sought in this Request for Proposal (RFP), the contract has been awarded to your company. A formal contract document will be forthcoming from ASU for this service and will incorporate the terms, rates, conditions and specifications of the RFP and your proposal, including any clarifications and/or revisions to your response.

I need a copy of your Certificate of Insurance showing the required coverage as stated in the RFP in Section 41, Special Terms and Conditions, Page 28, prior to the service being provided. Please send this to my attention to the address below, with your certificate listing the required named additional insured. In the interests of time, this can also be e-mailed to douglas.boyer@asu.edu or faxed to my attention at (480) 965-2234.

The University looks forward to continuing to work with you on this contract for Fire System Support – Repair – Replace Services. Should you have further questions, please contact me at (480) 965-2217 or douglas.boyer@asu.edu.

Douglas E. Boyer, C.P.M., CPPB
Purchasing Construction Manager
Construction Group
Purchasing and Business Services

File: RFP #171201

Tempe Campus

PURCHASING and BUSINESS SERVICES
P.O. Box 875212, Tempe, AZ 85287-5212



August 3, 2011

REQUEST FOR PROPOSAL
FIRE SYSTEM SUPPORT – REPAIR – REPLACE SERVICES
RFP # 171201
DUE: 3:00 P.M., MST, 8/24/11

Time and Date of Pre-Proposal Conference	9:30 A.M., MST, 8/11/11
Deadline for Inquiries	5:00 P.M., MST, 8/16/11
Time and Date Set for Closing	3:00 P.M., MST, 8/24/11

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SECTION I.

REQUEST FOR PROPOSAL

RFP #171201

Arizona State University is requesting sealed proposals from qualified firms or individuals for Fire System Support – Repair – Replace Services.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 on or before 3:00 P.M., MST on August 24, 2011 at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made until after award of the contract.

Arizona State University's Overnight Delivery (FedEx, Airborne, and UPS, etc.) address is:

Purchasing and Business Services
University Services Building
Arizona State University
1551 S. Rural Rd
Tempe, AZ 85281

Arizona State University's U.S. Postal Service Mail address is:

Purchasing and Business Services
Arizona State University
P.O. Box 875212
Tempe, AZ 85287-5212

ARIZONA STATE UNIVERSITY

Doug Boyer

Douglas E. Boyer, C.P.M., CPPB
Purchasing Construction Manager

SECTION II.

PURPOSE OF THE RFP

1. BACKGROUND INFORMATION

Arizona State University (ASU) is one of the premier metropolitan public research universities in the nation. Enrolling more than 63,000 undergraduate, graduate, and professional students on four campus-campuses in metropolitan Phoenix, ASU maintains a tradition of academic excellence in core disciplines, and has become an important global center for innovative interdisciplinary teaching and research. ASU offers outstanding resources for study and research, including libraries and museums with important collections, studios and performing arts spaces for creative endeavors, and unsurpassed state-of-the-art scientific and technological laboratories and research facilities.

In addition to the historic Tempe campus, a college town in the midst of a dynamic metropolitan region, the university comprises two newer campuses with more specialized missions: ASU West, in northwest Phoenix adjacent to Glendale, and ASU Polytechnic in Mesa. In downtown Phoenix, ASU's Downtown Campus offers academic programs and professional certificate programs. A major expansion to ASU Facilities is currently underway with a fourth campus completed at an ASU-owned facility in downtown Phoenix and a fifth campus to be constructed in the North Valley. This growth is planned to accommodate the increase in students to approximately 90,000+ by 2020. Residential facilities on the Main Campus are being expanded through new construction projects and the purchase of existing apartment complexes to allow the residential population to grow to an anticipated 15,000 students.

ASU is research-driven but focused on learning—teaching is carried out in a context that encourages the creation of new knowledge. ASU currently ranks fifth among public universities in its enrollment of freshmen merit scholars. The university champions diversity, and is international in scope, welcoming students from all 50 states and nations across the globe. ASU is an active partner with the private sector in initiatives to enhance the social well-being, economic competitiveness, cultural depth, and quality of life of metropolitan Phoenix and the state.

2. INTENT

The University is seeking proposals for support, repair, replacement, upgrades and new construction services of the University's fire maintenance system on the ASU Tempe Campus.

It is the intent of the University to issue multiple contract awards for the performance of this work.

The contract will be available for use by other University departments during this time period.

The University desires to place orders with the successful firm(s) under this solicitation via any electronic methods of ordering offered by the successful firm(s), and to make payment for these orders with a Visa Card.

3. TERM OF CONTRACT

The term of this contract will be one (1) year from contract start date with four (4) additional one year options, the renewals of which are to be by mutual agreement of ASU and the contracted firm or firms. The total number of years the contract can stay in effect is five (5) years.

SECTION III.

PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.

A pre-proposal conference will be held at 9:30 a.m., August 11, 2011 in University Services Building, Room 1302, 1551 S. Rural Rd., Tempe, AZ 85281.

All attendees must sign in at the front desk. Attendance at the Pre-Bid meeting, though not mandatory, is highly recommended

Reference the ASU Parking Map at <http://www.asu.edu/map> for location and instructions for the USB Parking lot.

The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the University's intention and desires, and/or to give prospective suppliers an opportunity to review the site of the work. Any doubt as to the requirements of this Request for Proposal, or any apparent omission or discrepancy should be presented to the University representative at this conference. The University representative will then determine the appropriate action. If necessary, the University representative will issue a written amendment to the Request for Proposal. Oral statements or instructions shall not constitute an amendment to this Request for Proposal.

You do not have to send a representative to this pre-proposal conference. However, if you decide to not send a representative, then we may not know of your intent to participate in this solicitation, and so may not send you any written amendments to this Request for Proposal. Further, we will assume that your failure to attend the pre-proposal conference is an indication that you expect us to review your proposal as if you had taken advantage of the pre-proposal conference.

SECTION IV.

INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S Rural Road, Tempe, Arizona 85281, on or before the time and date set for closing. The University Services Building is located on the east side of Rural Road between Apache Road & Broadway Road. Our delivery address is Purchasing and Business Services, University Services Building, Arizona State University, 1551 S Rural Road, Tempe, Arizona 85281. Proposals should be in a sealed envelope marked:

Name of Proposer
Title of Proposal
RFP Number
Date and Time Proposal is Due

No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will be returned to the proposer unopened.

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building (USB) 1551 S. Rural Road, Tempe AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). Visitors may park in the USB Lot 45, located directly behind the building, using the Pay by Space machine, which has a cost of **\$1.00 per one hour** or any portion thereof. The meter will be located near the main entry to USB, to allow visitors to park their vehicles and easily access the machine on their way into the building.

All visitors to USB are to obtain a visitor's badge from the USB Reception Desk to wear while in the building, please check in at the USB Reception Desk. The receptionist will call to have you escorted to your meeting.

3. Proposals must be submitted as a complete document set as follows:
 - a. One (1) hardcopy clearly marked 'original' in 8.5" x 11" non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of

proposal. Sections shall be index tabbed, reference Section X, Form of Proposal for more specific instructions.

- b. One (1) electronic copy on CD in PDF format, PC readable, labeled, and not password protected. **One “single”** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
 - c. Proposer must check and play all CD's before submitting. Company marketing materials are not recommended and all photos must be compressed to small size formats.
4. You may withdraw your proposal at any time prior to the time and date set for closing.
 5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitation is performed under the direct supervision of the Director of Purchasing and Business Services and in complete accordance with University policies and procedures.
 6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
 7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do scheduling of these oral presentations.
 8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor.
 9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Director of Purchasing and Business Services concurs, this information will not be considered public information. The Director of Purchasing and Business Services is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.
 10. **The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the successful proposer will make every effort to use SB & SDB in the performance of any contract resulting from this Request for**

Proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. A description of the proposer's expected efforts to solicit SB & SDB participation should be enclosed with your proposal.

11. Your proposal should be submitted in the format shown in **Section X**. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
13. The successful proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents. The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XI. These terms and conditions are intended to be incorporated into the agreement between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.** Special terms and conditions address subjects that are important to the University. Proposers may suggest alternatives to these special terms and conditions. **However, proposals that are contingent upon any changes to these special terms and conditions will be at a competitive disadvantage in the proposal evaluation process.**
14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
15. May: Indicates something that is not mandatory but permissible/desirable.
Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the

proposer to provide the information or evaluate the proposal without the information.

16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
17. All responses and accompanying documentation will become the property of the University at the time the proposals are opened.
18. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your response to this solicitation, the Board or either of the other two Universities may purchase goods and/or services from any agreement resulting from this solicitation.**
19. The University has entered into Cooperative Purchasing Agreements with The Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful proposer, the Community College District and/or Maricopa County may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to the Maricopa County Community College District and or Maricopa County, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
20. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures (\$AVE) cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful contractor under this solicitation, a member of \$AVE may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
21. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

Doug Boyer, Construction Purchasing Manager
Purchasing and Business Services
University Services Building
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

Tel: 480.965.2217
Fax: 480.965.2234

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section VIII of this Request for Proposal. All formal inquiries must be submitted at least seven (7) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

Note that the University will answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the University. If you have formal questions about any part of this Request for Proposal, which could result in a material issue or a formal amendment to this Request for Proposal, submit your questions on a Proposer Inquiry Form from Section VIII of this Request for Proposal.

22. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
23. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.
24. Arizona requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, we will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.
25. To the extent applicable to any agreement resulting from this solicitation, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. Proposer agrees to indemnify the State of Arizona, the Arizona Board of Regents, Arizona State University and

their regents, employees and agents against all harm or damage caused or contributed to by Proposer's breach of its obligations under this paragraph.

26. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

John F. Riley, C.P.M.
Executive Director of Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe AZ 85287-5212
Fax: (480) 965-2234

Please note that as the University takes protests very seriously, we expect you to do so as well. Frivolous protests will not result in gain for your firm.

28. **EXCEPTIONS:** Any exception taken to the requirements of the RFP must be included in the proposal submitted. Submission of a proposal without exception signifies that the Firm accepts all requirements of the RFP and will execute a contract, if offered, on the ASU standard form, which is supplied in the RFP.
29. Other Opportunities with Arizona State University not related to this solicitation.

The ASU Alumni Advantage

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for ASU's 300,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with ASU, the largest university in the United States, your company can stand above the competition.

ASU alumni represent a responsive target market for your product or service.

- Alumni live worldwide.
- 70 percent of alumni reside in Arizona.
- More than 160,000 alumni live in Maricopa County.
- 11 percent of alumni reside in California.
- 75% of ASU alumni are under the age of 45.
- More than 64% of ASU alums graduated since 1984.
- More than one-third hold post-graduate degrees.
- More than 70 percent of ASU alumni are actively employed.
- 30 percent of alumni earn between \$60,000 and \$90,000 annually.
- 25 percent of ASU alumni earn more than \$90,000 annually.

Specific partnership opportunities exist in a variety of areas.

- Advertise in the quarterly ASU Magazine, mailed to more than 260,000 homes around the world. ASU Magazine is the largest circulation magazine in the Southwest. Our rate card is available for download. www.asu.edu/alumni.
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences.

Events include: Founder's Day in March, Senior Send off in April, Homecoming in the Fall, Travel shows, Career Fairs and many more! Costs from \$500 to \$2500.

- Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services.
- Advertise on this Web site or on our 55 Chapter/Club websites or in our electronic newsletters, sent out to more than 80,000 people monthly. Cost is \$1000 per mo per each advertising venue.

Your business partnership contact is **Rhonda McClintock**. Contact her today to start doing business with the Sun Devil nation. (480) 965-5051.

Intercollegiate Athletics

Sun Devil Sports Marketing is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics, including on-premise signage, TV, radio, print, internet, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Steve Hank at 480-727-0104 or at steven.hank@asu.edu.

SECTION V.

SPECIFICATIONS/SCOPE OF WORK

The successful proposer will perform fire system support, repair, replacement, installation and design services on the ASU Tempe campus. The University may, at its discretion, allow other departments and campuses to use the resultant contract from this solicitation. The scope of this work includes:

Support for all fire system elements, including, but not limited to, the following:

- ASU's Central Monitoring Stations (i.e. Fireworks)
- FACP panel and NAC panel
- Initiating Devices (SD, HD, Pulls, Etc.)
- Notification Devices (Horn, Strobe, Etc.)
- Sprinkler Flow and Tamper Switches and other related Sprinkler/Wet Maintenance Systems
- Output Relays (for Doors, Dampers, Etc.)
- Annunciators
- Suppression Systems (Halon, FM200, etc.)
- Fire networking and communications and as well as all associated devices
- Support of Edward's EST3 and Fireworks Systems found on the ASU Campuses
- Support, design and installation of fire, wet and suppression systems
- Support of Simplex, JCI, Honeywell and other fire related systems
- Design, resource and implementation specific to the ASU network
- Resource for design improvement

As part of your proposal, please describe your method of approach, including current understanding of NFPA 25 and NFPA 72

The University will require cooperation and support between competing products and suppliers, due to the number of different products on the campus.

SECTION VI.

GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions we are committed to buy goods and services from manufacturers and suppliers who share our environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

Proposer/Bidder shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose. If two products are equal in performance characteristics and the pricing is within 5%, the university will favor the more environmentally preferable product.

If you are citing environmentally preferred product claims, you must provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The university and the supplier may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the university's performance needs.

Unless otherwise specified, bidders/proposers and contractors shall use recycled paper and double-sided coping for the production of all printed and photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

Proposer/Bidder shall provide packaging/packing materials that meet at least one of, and preferably, all of the following criteria:

- Made from 100% post-consumer recycled materials;
- Be recyclable;
- Reusable;
- Non-toxic;
- Bio-degradable.

This information will be used as part of the evaluation criteria for Supplier/Proposer Sustainability efforts for the RFP process.

SECTION VII.

PROPOSER QUALIFICATIONS

The University is soliciting proposals from firms, which are in the business of providing services as listed in this Request for Proposal. Your proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

- The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.
- Design capabilities of your firm to perform the services described in this Request For Proposal;
- Resumes and certifications of key personnel;
- Project histories and references (**minimum of 3**) that demonstrate the experience of the company. **NOTE:** It is highly desirable that this experience reflects installations comparable in size to that of the University;
- Your standard and emergency response times as part of your method of approach, and how you will achieve this;
- Pricing;
- Your training program for your employees and how you will keep it up to date;
- Added value offered by your company. (Options, innovations and additional service suggestions.)

SECTION VIII.

EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

1. Knowledge and understanding to perform work, to include design capabilities and certifications of staff (such as NICET, EST3, Fireworks, and/or other manufacturer specific certifications)
2. Experience of key personnel regarding this kind of work
3. Experience of company that demonstrates the ability to support a large college or university
4. Method of approach to complete the scope of work for this solicitation, including staffing and emergency response times
5. Pricing
6. Your Company's Training Program for Company Employees
7. Your company's green policies
8. Added value offered by your company

SECTION IX.

PRICING SCHEDULE

Please provide pricing for the following:

Parts List – Please provide a complete parts list, including List Price and Discount Off List Price;

Hourly Rates – Please provide hourly rates based on straight time, overtime, and holiday time for the following personnel:

- Fire Alarm Technician
- Fire Sprinkler Technician
- Design Engineer

Please provide detail for any miscellaneous charges.

SECTION X.

FORM OF PROPOSAL / SPECIAL INSTRUCTIONS

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. If proposer fails to provide any of the following information, with the exception of the mandatory proposal certification, the University may, at its' sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. A description of your firm's method for electronic ordering, and ability to accept a VISA Card for payment.
2. Knowledge and understanding to perform work, to include design capabilities and certifications of staff (such as NICET, EST3, Fireworks, and/or other manufacturer specific certifications)
3. Experience of key personnel regarding this kind of work
4. Experience of company that demonstrates the ability to support a large college or university
5. Method of approach to complete the scope of work for this solicitation, including staffing and emergency response times
6. Pricing
7. Your Company's Training Program for Company Employees
8. Your company's green policies
9. Added value offered by your company

SECTION XI.

TERMS & CONDITIONS

1. **PAYMENT.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The payment terms for this Agreement are Net 30 days. An invoice shall be submitted directly to the University's Payables and Reimbursements Department, unless otherwise directed. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31st) day after the latest date of: the date of a valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that is satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct invoice was delivered to Payables and Reimbursements, and the date an order was delivered to the requesting department. The University may adjust the interest period, or deny the interest claim, based upon their documentation that there was no valid purchase order, that an incorrect invoice was submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.
2. **REMEDIES AND APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The University and Proposer shall have all remedies afforded each by said law.
3. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
4. **ANTI-KICKBACK.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.
5. **GRATUITIES.** The University may, by written notice to the Proposer, cancel this Agreement if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment

with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Agreement is canceled by University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

6. **MODIFICATIONS.** This Agreement can be modified or rescinded only by a writing signed by both parties, or their duly authorized agents.
7. **ASSIGNMENT-DELEGATION.** No right or interest in this Agreement shall be assigned, or any obligation delegated, by Proposer without the written permission of the University. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. **INTERPRETATION-PAROL EVIDENCE.** This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.
9. **EQUAL OPPORTUNITY CLAUSE.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations or orders of the Secretary of Labor.
10. **TERMINATION FOR DEFAULT.** In the event that the Proposer shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Proposer in writing of such failure and demand that the same be remedied within 10 days. Should the Proposer fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.
11. **NO WAIVER.** No waiver by University of any breach of the provisions of this Agreement by the Proposer shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.
12. **TERMINATION.** The University may by written notice, stating the extent and effective date terminate this order for convenience in whole or in part, at any time. University shall pay the Proposer as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from

other sources by the Proposer as approved by the University, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.

13. **CANCELLATION OF STATE CONTRACT.** In accordance with A.R.S. §38-511, this Agreement may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the University is, at anytime while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
14. **LABOR DISPUTES.** Proposer shall give prompt notice to the University of any actual, or potential labor dispute, which delays or may delay performance under this Agreement.
15. **CONTRACT CLAIMS AND CONTROVERSIES.** All contract claims and controversies arising under this Agreement shall be resolved pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.
16. **CANCELLATION FOR LACK OF FUNDING.** This Agreement may be canceled without any further obligation on the part of the Arizona Board of Regents and Arizona State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Proposer shall be notified in writing of such non-appropriation at the earliest opportunity.
17. **ASSIGNMENT OF ANTI-TRUST OVERCHARGE CLAIMS.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Proposer hereby assigns to the Arizona Board of Regents for and on behalf of the University any and all claims for such overcharges.
18. **INSPECTION AND AUDIT.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at Arizona State University, or such other location as designated by Arizona State University, upon reasonable notice to the Proposer.
19. **INSOLVENCY.** The University shall have the right to terminate this Agreement at any time in the event Proposer files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Proposer and not discharged within thirty (30) days; or if Proposer becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Proposer or its business.

20. **ADVERTISING.** Proposer agrees that it will not use Arizona State University or any of its names or trademarks in any Proposer advertising.
21. **INDEMNIFICATION.** The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Proposer for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
22. **PARKING.** The Proposer shall obtain all parking permits and/or decals required while performing work on University premises. The Proposer should contact the Parking and Transit Department, Administration Division at 480-965-6407.
23. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve Arizona State University and may involve access to secure or sensitive data or personal client data or development or modification of software for the University shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers.
24. **NON-DISCRIMINATION:** The successful contractor or supplier shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non – Discrimination, and Immigration.
25. **LEGAL WORKER REQUIREMENTS FOR SERVICE AND CONSTRUCTION CONTRACTS.** As required by Arizona Revised Statutes §41-4401, the University is prohibited after September 30, 2008 from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The Contractor warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct

random verification of the employment records of the Contractor and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with this requirement.

26. **SUDAN AND IRAN:** Pursuant to Arizona Revised Statutes § 35-397, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.
27. **UNIVERSITY WEAPONS POLICY:** The University prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of the University or its affiliated or related entities, in all University residential facilities (whether managed by the University or another entity), in all University vehicles, and at all University or University affiliate sponsored events and activities. Notification by Proposer to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Proposer ("Proposer Parties") of this policy is a condition and requirement of this Contract. Proposer further agrees to enforce this contractual requirement against all Proposer Parties. The University's policy may be accessed through the following webpage: <http://www.asu.edu/aad/manuals/pdp/pdp201-05.html>.
28. **SUSTAINABILITY REQUIREMENTS: Arizona State University is dedicated to acquiring products and services that meet Sustainability requirements.** Indicate any business practices or technology that meets the following criteria.

For the purpose of judging Sustainability the following description applies: A process of current or developing business practices and technologies that restore and enhance the environment by supplying products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service.

29. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD:** For ecommerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment Card Industry Data Security Standard and provide written attestation of compliance annually.

30. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

31. **DEBARMENT AND SUSPENSION.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.
32. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SPECIAL TERMS AND CONDITIONS

33. X **E-COMMERCE** Arizona State University has adopted a Visa Card from JP Morgan Chase Bank as its Purchasing Card. The University is very interested in adopting electronic methods of ordering from suppliers and in making associated payments with its Purchasing Card. If your firm has an electronic method of ordering, please describe it. These electronic methods of ordering could range from your firm distributing a paper catalog and accepting fax orders, to your firm has a Web site in which users can configure and order products. Please also advise if your firm can accept payment with a Visa Card.
34. **PROPOSER TO PACKAGE GOODS.** Proposer will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Proposer's name and address; (b) University department's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Proposer shall bear cost of packaging unless specifically otherwise provided.

35. SHIPMENT UNDER RESERVATION PROHIBITED. Proposer is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
36. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point or points of delivery.
37. RIGHT OF INSPECTION. The University shall have the right to inspect the goods at delivery before accepting them.
38. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of goods must fully comply with all provisions of this Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender.
39. WARRANTIES. In addition to any implied warranties, Proposer warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples, if any, furnished by the Proposer. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
40. COPYRIGHT OWNERSHIP. Proposer's work under this agreement is "work for hire" for purposes of the copyright laws of the United States and any foreign countries, and title to any subject copyright will vest with the University.

If for any reason the Work would not be considered a work made for hire under applicable law, Proposer sells, assigns, and transfers to University all rights and title to the copyright in the Work, related registrations and copyright applications, and any related renewals and extensions. This grant of rights and assignment extends to all works based upon, derived from, or incorporating the Work, to all income, royalties, damages, claims and payments payable now or later, to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and to all corresponding rights throughout the world.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Author waives and appoints University to assert on the Proposer's behalf the Proposer's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including removal or destruction) or the making of any derivative works based on the Work, including photographs, drawings or other visual reproductions or the Work, in any medium, for university purposes.

Proposer agrees to execute all papers and to perform other proper acts as University may deem necessary to secure these rights for University or its designee.

41. X **INSURANCE REQUIREMENTS.** Without limiting any liabilities or any other obligation of the Proposer, the Proposer shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A-VII in the current A.M. Best's, the minimum insurance coverage below:

A. **Commercial General Liability**, with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona, its departments, agencies, boards and commissions as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;
Broad Form Property Damage (including completed operations); **(THIS AMOUNT IS PART OF THE \$1,000,000)**
Independent Contractors Coverage;
Personal Injury;
Blanket Contractual Liability;
Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract; and
Fire Legal Liability.

B. **Business Automobile Liability**, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona, its departments, agencies, boards and commissions as an Additional Insured with reference to this contract.

C. **Workers Compensation and Employers Liability** insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A):	Statutory Arizona benefits
Employers Liability (Coverage B):	\$500,000 each accident
	\$500,000 each employee/disease
	\$1,000,000 policy limit/disease

Policy shall include endorsement for All State coverage for state of hire.

D. **Professional Liability Insurance** with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover

professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the State of Arizona, its departments, agencies, boards and commissions, shall include one of the following types of Professional Liability policies (if applicable to the scope of work):

Directors and Officers
Errors and Omissions
Medical Malpractice
Druggists Professional
Architects/Engineers Professional
Lawyers Professional
Teachers Professional
Accountants Professional
Social Workers Professional

Other (Specify profession from Scope of Work)

The State of Arizona, its departments, agencies, boards and commissions shall be named as an Additional Insured as their interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

- E. The State of Arizona, its departments, agencies, boards and commissions reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.
- F. Certificates of Insurance acceptable to the State of Arizona, its departments, agencies, boards and commissions shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona, its departments, agencies, boards and commissions as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be cancelled until at least thirty (30) days prior written notice has been given to the State of Arizona, its departments, agencies, boards and commissions. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.
- G. Failure on the part of the Proposer to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona, its departments, agencies, boards and commissions may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona, its departments, agencies, boards and commissions shall be repaid by the Proposer upon demand, or the State of Arizona, its departments, agencies, boards and commissions may

offset the cost of the premiums against any monies due to the Proposer. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona, its departments, agencies, boards and commissions. Proposer and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its departments, agencies, boards, commissions, employees and officers.

40. **PERFORMANCE AND PAYMENT BONDS.** The Proposer shall provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of this Agreement and the payment of all obligations (100%) rising thereunder, in such form as the University may prescribe and with approved sureties. The successful Proposer shall deliver the required bonds to the University not later than the date of executing this Agreement. The Proposer shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to this Agreement to one hundred percent (100%) of the total value amount of each change order.
41. **SALES AND USE TAX.** The Proposer agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Proposer further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Proposer or any subcontractor to comply with the provisions of any or all said laws and amendments. The University is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from the University.
42. **PERSONNEL.** Employees of the Proposer assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.
43. **LIQUIDATED DAMAGES.** The University and the Proposer agree that in the event that the Proposer fails to perform under this Agreement, the University will be damaged. The extent of the damage is very difficult to calculate. Therefore, the Proposer agrees to pay the University liquidated damages if the agreed upon delivery and installation dates are not met. These liquidated damages shall be % of the total Agreement price per day after the agreed on completion date, not to exceed a total of ___% of the total Agreement price.
44. **INSTALLMENT PAYMENT AGREEMENT.** The University is precluded from entering into an installment payment agreement unless such agreement can be

canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the University. If funds are not allocated for this Agreement for periodic payment in any future annual fiscal period, following the University's formal request for funds, the University is not obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. The University agrees to notify the Proposer of such non-allocation at the earliest possible time. No penalty shall accrue to the University in the event this provision shall be exercised. This provision shall not be construed so as to permit the University to terminate this Agreement in order to acquire similar equipment from another party.

45. X **PRICE ADJUSTMENT.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Proposer. The University will not approve price increases that will merely increase the gross profitability of the Proposer at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall determine whether the requested price increase or an alternate option is in the best interest of the University. Similarly, Proposer agrees that the costs of any maintenance agreements beyond the warranty period will increase a maximum of (10%) ten percent per year and a total of (25%) twenty-five percent over a (5) five year period.
46. X **FURNISH AND INSTALL.** The items in this proposal will be provided on a Proposer furnish and install basis. The successful Proposer shall have complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the successful Proposer. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize risk of damage and avoid double handling.
47. **THE ARIZONA STATE UNIVERSITY CONFIDENTIAL FINANCIAL INFORMATION AGREEMENT IS REQUIRED.** This agreement is necessary to comply with the requirements of the Gramm Leach Bliley Act" dealing with the confidentiality of customer information and the Safeguarding Rule.
48. **The University and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g).** FERPA permits disclosure of student record information to "other school officials" who have a legitimate educational interest in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials". Designated representatives of Contractor will be designated as "other school officials" for purposes of this Agreement. No designated representative of the Contractor shall disclose information it receives under this agreement to any third party, except with the consent of the student or as required by law. Any disclosures made by the Contractor should comply with the University's definition of legitimate educational purpose. If any designated

representative discloses or misuses any educational record, the University will take appropriate action against the designated representative that is similar to action ASU would take against one of its employees who disclosed or misused the educational records of its students.

Section XII.

CERTIFICATIONS AND FORMS

(COMPLETION REQUIRED)

**Proposer Inquiry Form
Conflict of Interest Certification
Federal Debarred List Certification
Anti-Lobbying Certification
Legal Worker Certification
Sudan or Iran Business Operations Certification
Supplier Sustainability Questionnaire
ASU SUB W-9 & Vendor Authorization Form**

CONFLICT OF INTEREST CERTIFICATION

8-23-11
(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

The undersigned certifies that to the best of his/her knowledge: **(check only one)**

- (X) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.

- () The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

KX2 Holdings LLC dba Climatec BTG
(firm)

2851 W Kathleen Rd, Phx AZ 85053
(address)

(signature required)

602-944-3330
(Phone)

Terry Keenen
(print name)

602-674-1279
(fax)

President
(print title)

86-0945853
(Federal Taxpayer ID Number)

(Purchasing 01-31-2007. Previous editions are obsolete and cannot be used.)

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

8-23-11

(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.209-5:

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) (Check one) **Are** () or **are not** (X) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at <http://epls.arnet.gov> on the Web.)

(B) (check one) **Have** () or **have not** (X), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (Check one) **Are** () or **are not** (X) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1) (I) (B) of this provision.

- (ii) The Offeror (check one) **has** () or **has not** (X), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

KX2 Holdings LLC dba Climatec BTG
(firm)

2851 W Kathleen rd, PHX, AZ 85053
(address)

(signature required)

602-944-9330
(Phone)

Terry Keenen
(print name)

602-674-1279
(fax)

President
(print title)

86-0945853
(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2005)

8-23-11

(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(Signature page follows)

Anti-Lobbying Certification
Signature Page

KX2 Holdings LLC dba Climatec BTG
(firm)

2851 W Kathleen Rd, PHX, AZ 85053
(address)

(signature required)

602-944-3330
(Phone)

Terry Keenen
(print name)

602-674-1279
(fax)

President
(print title)

86-0945853
(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

LEGAL WORKER CERTIFICATION

8-23-11

(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the University. The University retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

KX2 Holdings LLC dba Climatec BTG
(firm)

2851 W Kathleen Rd, PHX AZ 85053
(address)

(signature required)

602-944-3330
(Phone)

Terry Keenen
(print name)

602-674-1279
(fax)

President
(print title)

86-0945853
(Federal Taxpayer ID Number)

(Purchasing 09-23-2008.)

SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION

8-23-11
(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

The undersigned certifies that pursuant to Arizona Revised Statutes § 35-397, the below entity does not have a scrutinized business operation in either Sudan or Iran.

KX2 Holdings LLC dba Climatec BTG
(firm)

2851 W Kathleen Rd, PHX AZ 85053
(address)

(signature required)

602-944-3330
(Phone)

Terry Keenen
(print name)

602-674-1279
(fax)

President
(print title)

86-0945853
(Federal Taxpayer ID Number)

(Purchasing 09-23-2008.)

SUPPLIER SUSTAINABILITY QUESTIONNAIRE

Company Name: KX2 Holdings LLC dba Climatec BTG

Date: 8-23-11

The Supplier Sustainability Questionnaire must be completed and returned with your Bid/Proposal. This questionnaire is applicable to firms that provide only services as well as those that provide goods.

1. What Policies are in place to monitor and manage your supply chain regarding environmental issues? Please check the items that apply.

- We apply environmental criteria when making purchasing decisions.
- We purchase "green" (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials.
- We specify sustainable products and or locally manufactured products
- We specify products using Electronic Products Environmental Assessment Tool (EPEAT) standards
- We partner with sustainable suppliers or utilize suppliers who share in the sustainability commitment
- Our Director of Sustainability is researching industry best procurement practices

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues

2. What type of sustainable packaging/shipping materials do you use? Please check the items that apply.

- Our packaging/shipping materials are recyclable
- Our packaging/shipping materials are reusable
- Our packaging/shipping materials are bio-degradable
- Our packaging/shipping materials are made from 100% post-consumer recycled materials

Other – describe other types of sustainable packaging/shipping materials you use

3. Does your company have a Green Transportation Plan for your operation? Please check the items that apply.

- We encourage carpooling, public transportation, and using other alternative modes of transportation
- We subsidize public transportation for employees
- We are developing a Green Transportation Plan
- We have an established Green Transportation Plan (Describe below)
- We offer flexible hours, telecommuting or a compressed work week
- We utilize teleconference, video conference, WebEx or GoTo Meetings
- We purchase carbon offsets
- We own electric, hybrid, or E-85 fueled vehicles
- We rent hybrid vehicles

Other – describe your company's Green Transportation Plan for your operation

4. What does your company do to minimize the environmental costs associated with shipping? Please check the items that apply.

- We are evaluating what the company can do to minimize the environmental costs associated with shipping
- We combine deliveries with customer visits
- We consolidate deliveries
- We use bike couriers for local delivery
- We utilize electronic communications and electronic transfer of documents. E-mail, fax and Portable Document Format (PDF)
- We use eco-friendly courier's packaging/shipping materials that include post-consumer waste recycled materials and are recyclable
- Our packaging and shipping materials are reused until they eventually get recycled
- We have established a sustainability plan that minimizes the need for shipping (Describe below)
- We update mailing lists to minimize unwanted mailings
- We specify products that can be purchased within a 500 mile radius of the delivery location

Other – describe what your company does to minimize the environmental costs associated with shipping

5. Does your company have an environmental policy statement? Please check the items that apply.

- We are developing an environmental policy statement
- Our environmental policy statement consists of a commitment to promote environmental stewardship
- Our environmental policy statement describes our company's Sustainability Initiative
- We have formed an oversight committee to ensure the success of our environmental policy
- Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability

Other - Provide (or supply a link) your company's environmental policy statement

6. Has your company ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- No, my company HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue

State the reason, date and outcome of the citation

7. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit)? Please check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
- We are developing a recycling program

- We utilize a formal energy management system
- We are a member of various environmental organizations
- We have formed a Sustainability Committee to identify sustainable solutions for our company
- We have a company-wide Recycling Program
- Our Director of Sustainability initiates and supports sustainability efforts
- We have performed an environmental or waste audit
- We are recognized by peers and environmental organizations for providing leadership in sustainability
- We are a carbon-neutral company

Other - what other programs do you have in place, or planned for promoting resource efficiency

8. Does your company have web-based materials available documenting your "Green" initiatives? Please check the items that apply.

- We are developing web-based documentation of "Green" initiatives (Provide link)
- Our website includes "Green" reference information (Provide link)
- Our website contains an environmental policy statement (Provide link)
- Our website includes materials that document company's "Green" initiatives (Provide link)
- Our website contains our company's Sustainability Report (Provide link)

Other – Does your company have other web-based materials available documenting your "Green" initiatives? (Provide link)

9. If you are providing a product, does the manufacturer of the product that you are bidding/proposing have an environmental policy statement? Please check the item that applies.

- No, the manufacturer of the product that I am bidding/proposing DOES NOT have an environmental policy statement
- Yes, the manufacturer of the product that I am bidding/proposing HAS an environmental policy statement

Provide Environmental Policy Statement

10. If you are providing a product, has the manufacturer of the product that you are bidding/proposing ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- No, the manufacturer of the product that I am bidding/proposing HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, the manufacturer of the product that I am bidding/proposing HAS been cited for non-compliance of an environmental or safety issue

Provide reason, date and outcome of the citation

11. Has an environmental life-cycle analysis of the product that you are bidding/proposing been conducted by a certified testing organization, such as Green Seal? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.

Provide certification

12. If selected pursuant to this solicitation, what are your plans for continuing your operations and services to ASU if there is a major and/or catastrophic pandemic influenza outbreak?

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM	DO NOT SEND TO IRS
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Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN available at <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

▶ Taxpayer Identification Number (TIN)	86-0945853	<input checked="" type="checkbox"/>	Employer ID Number (EIN)
		<input type="checkbox"/>	Social Security Number (SSN)

▶ LEGAL NAME: <small>(must match TIN above)</small>	KX2 Holdings, LLC dba Climatec BTG
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Are you doing business in Arizona for purposes of sales/use tax collection and remittance? Yes No

If "Yes" please provide Arizona License # 20005385 and sales/use tax rate charged % 020598954 DUNS#

▶ LEGAL MAILING ADDRESS:	(Where tax information and general correspondence is to be sent)		
DBA/Branch/Location:	Phoenix		
ADDRESS:	2851 W Kathleen Rd		
ADDRESS LINE 2:			
CITY:	Phoenix	ST:	AZ
		ZIP:	85234

▶ REMIT TO ADDRESS:	<input checked="" type="checkbox"/> Same as Legal Mailing Address		
DBA/Branch/Location:			
ADDRESS:			
ADDRESS LINE 2:			
CITY:		ST:	
		ZIP:	

▶ ENTITY TYPE				
<input type="checkbox"/> Individual (not a business)	<input type="checkbox"/> Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	<input checked="" type="checkbox"/> Corporation (NOT providing health care, medical or legal services) <u>LLC</u>	<input type="checkbox"/> Corporation (providing health care, medical or legal services)	<input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC
<input type="checkbox"/> The US or any of its political subdivisions or instrumentalities	<input type="checkbox"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities	<input type="checkbox"/> Tax-exempt organizations under IRC §501	<input type="checkbox"/> An international organization or any of its agencies or instrumentalities	<input type="checkbox"/> State of Arizona Employee

▶ CERTIFICATION
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding,
3. I am a U.S. person (including a resident alien).
Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.
The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding

Signature of U.S. Individual	Date: 8-23-11
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NOTE: IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM		DO NOT SEND TO IRS
Legal Name: KX2 Holdings LLC dba Climatec BTG		TIN: 86-0945853	
SECTION 1 - FEDERAL INFORMATION - REQUIRED			
What is the Federal classification type of your business? - See definitions on link below. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) http://www.sba.gov/size			
LARGE Business? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> SMALL Business? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
Please check <u>all that apply</u> to your business for Federal Supplier Type:			
Service Disabled Veteran Owned (VD) <input checked="" type="checkbox"/>	Small Disadvantaged (SD) <input type="checkbox"/>	Women Owned (WO) <input type="checkbox"/>	
Veteran Owned (VO) <input type="checkbox"/>	Minority Institution (MI) <input type="checkbox"/>	HUB Zone (HZ) <input type="checkbox"/>	
SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION - REQUIRED			
Are you self-certified according to this State of Arizona definition? <i>"100 full-time employees or less OR \$4 million in volume or less in the last fiscal year"</i>		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUB Zone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment, or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.			
Print Name:	Terry Keenen		
Signature:			
PHONE:	602-944-3330	FAX:	602-674-1279
VENDOR - LIST PRODUCT or SERVICE PROVIDED	EST Fire Alarm Products and Service Labor		
IF BUYER NAME IS LISTED PLEASE RETURN TO BUYER	Buyer:	Phone:	Fax:

NOTE: IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CLIMATEC, LLC, DBA CLIMATEC BTG**

EXHIBIT B
Award and Rate Sheet



TECHNICAL SERVICE AGREEMENT REF:
Dispatch Service Number: (602) 906-4151
Service email www.phxservice@climatec.com

Proposal Date: 03-30-15
Start Date: 07-1-15
End Date: 6-30-18

BY AND BETWEEN:

CLIMATEC, BTG
2851 W. Kathleen Rd.
Phoenix, Arizona 85053

CLIENT:

CITY OF GLENDALE
6210 W. Myrtle Ave
Glendale, AZ 85301-1700

This proposal is firm for thirty (30) days and shall include the Terms & Conditions and Schedule(s) attached herein:

- Schedule A Type of Service Plan
- Schedule B List of Serviced Equipment
- Schedule C Miscellaneous Conditions
- Schedule D Charges, Rates, & Pricing Terms

Scope of Services:

Annual test and inspection, technical support, and services (as listed on attached Schedules A and B) for the Fire Alarm Control Systems

Contact: Ron Gouger / Building Maintenance Supervisor
623-930-2647 Phone
623-640-1007 Cell

REgouger@GLENDALEAZ.com

Services Shall Commence/Term:

This agreement shall commence upon the approval of this document and shall continue for the same price for the next (3) three years with new Purchase Order submitted annually.

Charges:

This agreement shall be billed (as listed on attached Schedule E) and is due and payable upon the Client's receipt of invoice. The annual charge for each year is:

1st year invoice effective July 1, 2015 \$70,775.00 City Wide

Breakouts

Pyramid Peak Water Treatment	\$9,280.00
Cholla Water Treatment	\$2,560.00
West Area Waste	\$6,400.00
Arrowhead Water Treatment	\$4,600.00
Oasis Water Treatment	\$4,952.00
CC Annex	\$800.00
GRPSTC (Training Bldg. Fire Station, Range)	\$3,600.00
Civic Center	\$1,600.00
Aquatic Center	\$3,200.00
Landfill	\$800.00
Parking Garage	<u>\$800.00</u>
Total	\$109,367.00

2nd 3rd years will remain level at the same annual fee with no escalation at \$109,367.00 yr.

New PO from City of Glendale using ASU RFP#171201 COOP. Climatec will be submitted for each fiscal year. Either party may terminate this agreement at any time by giving a thirty (30) day written notice to the other. The agreement price may be adjusted on its anniversary date based on mutual agreement prevailing, labor, and or material costs.

All repairs, discrepancies and recommendations will be priced separate from this agreement. Full inventory upon completion of 1st year's annuals and any subsequent frequency will be reviewed to insure accuracy of labor compared to proposed price. Adjustment of labor will be reviewed by Climatec and City of Glendale for corrective action needed.

* Excluding Taxes.

CLIMATEC BTG.

Submitted by:

Allan Barinque

Name

Allan Barinque *3/30/2015*

Signature

Date

Service Account Manager

Title

CUSTOMER

Name

Signature

Date

Title

TYPE OF SERVICE PLAN

FIRE ALARM SYSTEM TESTING SERVICE

Primary Services:

Testing and Inspection. Annual testing of specified devices and control functions will be performed in accordance with NFPA72-96, manufacturer's recommendations, as appropriate for the ambient operating environment and sequence of operation (if available). All material shall be defined in the List of Covered Equipment in the Appendix of this proposal.

Visual inspection service will be provided while on-site for system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment (construction, ambient conditions, etc.) that could adversely affect equipment performance. Actual operating performance and cleaning will be provided under system testing. All initiating devices will be bar-coded and inventoried to insure a 100 % test.

Assigned team of technicians with Account specialist will be dedicated to your project site for ease of scheduling and coordination of all included preventative maintenance listed.

Preventive Maintenance. Preventive Maintenance will be scheduled to coincide with normal Test and Inspect visits. Preventive Maintenance will be performed in accordance with manufacturer's recommendations and will depend upon the type of equipment and local ambient operating conditions. Preventive Maintenance will address the areas that can adversely affect device and appliance performance by means of cleaning and/or recalibration. Retesting of system devices or functions will be performed as necessary

Detector Sensitivity Testing. NFPA 72-96 requires that all smoke detectors be sensitivity tested every other year to insure that the detectors are within acceptable tolerances. Conventional and older addressable systems will require generation of a prescribed amount of smoke by a UL Listed testing appliance and confirmation of the appropriate reading at the panel. Newer addressable systems may be UL Listed to provide sensitivity testing documentation via printed report.

Database Protection. Climatec, BTG will protect your database by periodically saving this information and maintaining a copy on our premises. Database backups will be performed one (1) time(s) per year on systems that Climatec represents.

Telephone Support. Technical experts will assist you, via the telephone, to identify and resolve operational problems.

Inspection Documents Climatec, BTG will provide a detailed testing report upon completion of test Per NFPA 72 and 25 standards. Discrepancy report with recommendations and proposal for repair will also be presented to customer after completion of test. Electronic reports are furnished for online view with the options to save and file electronically. Hard copies must be requested and will be mailed or hand delivered after completion of test.

LIST OF SERVICED EQUIPMENT

The following list of equipment is intended to define the extent of the testing covered via this Agreement. Please contact Climatec Building Technologies Group if the equipment listed appear to be in error or incomplete. .

Quantities are based from fire alarm quantities furnished by customer reports. The following equipment will be tested and cleaned where applicable.

Fire Alarm Control Panel w/Batteries
Booster Power Supplies w/Batteries
Annunciators
Manual Pull Stations
Smoke Detectors
Heat Detectors
Duct Smoke Detectors
Speakers/Horn/Strobes any combination
Wet Sprinkler Risers
Waterflows
Tampers
Fire Pump
Kitchen Hood

MISCELLANEOUS CONDITIONS

Special Conditions:

This agreement excludes any internal controls associated with the individual HVAC equipment, such as factory installed and/or manufacturer supplied internal control modules, not associated with the Fire Alarm control system. Fire smoke dampers are not part of the annual inspection and will be priced separate from this agreement.

Owner or owners representative will furnish entrance for access to include: electrical closets, mechanical rooms, IDF, MDF, inmates cells, janitorial closets, sprinkler riser locations and any or all that apply to inspections of the listed equipment.

Security closets and any other areas that will insure the completion of the inspection. Any delay of pre-scheduled conflict of commencement of services rendered may result in additional charges. Any hard to reach or difficult areas of access to any Fire alarm devices will be brought to facilities management.

Rental of special equipment such man or scissor lifts are included if necessary. Climatec BTG not responsible for pre-existing condition of each system, such troubles, ground faults, communication errors or any documented events prior to our service.

The services provided in this proposal are for inspection testing only, any discrepancy repairs, programming will be priced separate from this agreement.

Premium Services:

N/A

CHARGES, RATES, & PRICING TERMS

Charges:

- Billing, invoicing will be arranged with City of Glendale upon execution of this agreement.

*Excluding Taxes.

Rates:

The following list contains the Customer Preferred labor rates that shall be used for services, provided by Climatec, BTG that is requested by the Client for services not included in this agreement:

- Field Technician (M-F 8:00 A.M. to 5:00 P.M.),
- Field Technician (M-F After 5:00 P.M. & Saturday),
- Field Technician (Sunday & Holidays),

Pricing:

Additional parts and materials, requested by the Client, shall be available to City of Glendale price per equipment part, systems that's stated in ASU RFP # 171201

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CLIMATEC, LLC, DBA CLIMATEC BTG**

**EXHIBIT C
Scope of Work**

PROJECT

Provide fire suppression testing for both wet and dry systems as required by code and to support, repair and maintain the city's fire suppression systems within city-owned buildings.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CLIMATEC, LLC, DBA CLIMATEC BTG**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in section 3 of the agreement

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$210,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Provide fire suppression testing for both wet and dry systems as required by code and to support, repair and maintain the city's fire suppression systems within city-owned buildings.



Legislation Description

File #: 15-738, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH EMPIRE SOUTHWEST, LLC, AND RATIFY AND APPROVE AN EMERGENCY COOPERATIVE PURCHASE OF A CATERPILLAR TRASH COMPACTOR CERTIFIED POWER TRAIN REBUILD FOR THE GLENDALE MUNICIPAL LANDFILL

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into amendment No. 2 to the linking agreement with Empire Southwest, LLC (Empire), and to ratify the cooperative purchase of a Caterpillar trash compactor certified power train rebuild for the Glendale Municipal Landfill (Landfill) in an amount not to exceed \$335,000.

Background

The trash compactor is equipment used by staff to efficiently bury garbage received at the Landfill on a daily basis. The Landfill received approximately 338,000 tons of refuse last fiscal year (FY) and is on pace to process approximately the same amount this FY. The city utilizes two trash compactors in order to meet customer demands and manage daily operations at the Landfill per State and Federal guidelines.

Empire was awarded Contract No. 120377 by the City of Tucson through the National Intergovernmental Purchasing Alliance (National-IPA) Master Intergovernmental Cooperative Purchasing Agreement. All agreements offered through the National-IPA have been awarded through a Request for Proposal (RFP) competitive solicitation by a public Principal Procurement Agency (PPA). The PPA's for Arizona are the City of Tucson and Maricopa County.

The City of Tucson Master Intergovernmental Cooperative Purchasing Agreement is accessible for use by Glendale through Council adoption of resolution 4684 New Series authorizing and directing the city's participation in the National-IPA for the purpose of making cooperative purchases. This contract provides the best pricing available for the purchase of the Caterpillar trash compactor power train rebuild.

Materials Management and the City Attorney's Office have reviewed and approve the action to cooperatively utilize the City of Tucson contract through National-IPA for the purchase of a certified power train rebuild on the landfill's Caterpillar trash compactor.

Analysis

One of the existing Landfill 836 Caterpillar trash compactors had a catastrophic transmission failure on August 28, 2015. This equipment has over 22,000 hours and was due for replacement or evaluation for a certified "complete" rebuild in the city's Capital Improvement Plan (CIP) in FY 2016-17. At this time staff is

recommending the equipment be repaired and not replaced. The equipment will be evaluated again in five (5) years for replacement or a certified "complete" rebuild. Cost of a new equipment based on the current National-IPA Contract is approximately \$1.12 million. The Landfill will be utilizing its contingency fund for this emergency repair.

Previous Related Council Action

On August 11, 2015, Council approved amendment number one (C-9713-1) to linking agreement C-9713 for the cooperative purchase of a Caterpillar loader from Empire in an amount not to exceed \$362,969. The loader was programmed and paid from the FY 2015-16 CIP.

On February 24, 2015, Council approved linking agreement C-9713 for the cooperative purchase of a Caterpillar trash compactor from Empire in an amount not to exceed \$1,119,512.82. The Caterpillar trash compactor was programmed and paid from the FY 2014-15 CIP.

On June 11, 2013, Council adopted resolution No. 4686 New Series to allow the use of National-IPA cooperative purchasing agreements for the City of Glendale.

Community Benefit/Public Involvement

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

The equipment will be used to compact and bury garbage received at the Glendale Municipal Landfill in a safe and cost effective manner.

Budget and Financial Impacts

Funds for this purchase are available in the FY 2015-16 Landfill Contingency Fund. The operating and maintenance costs associated with this purchase will be absorbed by the Landfill operating budget.

Cost	Fund-Department-Account
\$335,000	2440-17710-516400, Landfill

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Approve the use of contingency funding and authorize a budget transfer from 2440-11905-510200 (Landfill Contingency) to 2440-17710-516400 (Landfill - Repair and Maintenance - Major Equipment - Compactor Emergency Repair).

AMENDMENT NO. 2
TO
LINKING AGREEMENT BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EMPIRE SOUTHWEST, LLC
(CONTRACT NO. C-9713)

This Amendment No. 2 (“Amendment”) to the Linking Agreement (“Agreement”) by and between the City of Glendale, an Arizona municipal corporation (“City”) and Empire Southwest, LLC (“Contractor”), a Delaware limited liability company authorized to conduct business in Arizona, is made this _____ day of _____, 2015 (“Effective Date”).

RECITALS

- A. City and Contractor previously entered into a Linking Agreement, Contract No. C-9713, dated February 24, 2015.
- B. The Agreement utilized the City of Tucson’s May 1, 2012 National Intergovernmental Purchasing Alliance Contract Number 120377, to cooperatively purchase goods and services for heavy equipment, parts, accessories, supplies and related services.
- C. On April 13, 2015, the City of Tucson renewed and extended its Contract No. 120377 through April 30, 2016.
- D. Because the underlying cooperative agreement was extended, the City and the Contractor likewise extended the term of their Agreement in a written agreement signed by both parties. That signed agreement was approved by the Glendale City Council on August 18, 2015 and became Amendment No. 1 to the Linking Agreement.
- E. On August 28, 2015, one of the City’s CAT 836H trash compactors located at the Glendale Landfill experienced a catastrophic failure. Because the City can use the Agreement to purchase the goods and services described therein without further public bidding, the City is using the Agreement to secure the goods and services necessary to complete the repair to this essential equipment.
- F. The City and Contractor therefore wish to further modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AMENDMENT

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. Scope of Work; Terms, Conditions, and Specifications

Contractor shall provide the City goods and services necessary to repair the City's Caterpillar 836H trash compactor (SN 0BXD0048), as set forth in Contractor's Estimate No. 25155 A, attached hereto as Exhibit A.

2. Compensation.

The total purchase price for the goods and services as authorized in this Amendment shall not exceed **\$335,000.00**.

3. Ratification of Agreement.

All other provisions of the Agreement and any Amendment thereto shall remain in effect in their entirety. If any provision of this Amendment conflicts with the Agreement, then the provision of this Amendment shall prevail and control.

[The remainder of the page is left intentionally blank.]

CITY OF GLENDALE
an Arizona municipal corporation

Richard A. Bowers,
Acting City Manager

ATTEST:

Pamela Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Empire Southwest, LLC
a Delaware limited liability company



By: Jim Smith
Its: Executive Vice President

EXHIBIT A



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	25155 A
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SOLD TO
CITY OF GLENDALE
LANDFILL ONLY 6210 W MYRTLE AVE STE 111
GLENDALE AZ 85301-1700

SHIP TO

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	836H	0BXD00448		21840	P039337
QUANTITY	ITEM	DESCRIPTION			

10 REMV RECONDITION & INSTL RADIATOR
REMOVE, CLEAN AND INSTALL RADIATOR & COOLERS.

MISC. CHARGES REFLECT VENDOR CHARGES TO CLEAN AND TEST RADIATOR & COOLERS.

TOTAL PARTS	7328.62
TOTAL LABOR	1533.00
TOTAL MISC	4935.00
SEGMENT 10 TOTAL	13796.62

11 REMOVE & INSTALL ENGINE
REMOVE AND INSTALL ENGINE FOR RECONDITION.

TOTAL PARTS	1664.02
TOTAL LABOR	5475.00
TOTAL MISC	0.00
SEGMENT 11 TOTAL	7139.02

12 RECONDITION ENGINE
RECONDITION C18 ENGINE. PRICE INCLUDES A NEW ECM.

EXCLUDES HARD PARTS/HSG/CORE VALUE ON REMAN ITEMS.
A FIRM QUOTE WILL BE PROVIDED AFTER DISASSEMBLY AND INSPECTION.

TOTAL PARTS	41418.00
TOTAL LABOR	12888.00
TOTAL MISC	1600.00
SEGMENT 12 TOTAL	55906.00

15 RECONDITION HYDRAULIC FAN PUMP
RECONDITION FAN PUMP.



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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	836H	0BXD00448		21840	P039337
QUANTITY	ITEM	DESCRIPTION			

TOTAL PARTS	594.82
TOTAL LABOR	575.10
TOTAL MISC	0.00
SEGMENT 15 TOTAL	1169.92

16 RECONDITION HYDRAULIC FAN MOTOR
RECONDITION FAN MOTOR.

TOTAL PARTS	225.49
TOTAL LABOR	479.25
TOTAL MISC	0.00
SEGMENT 16 TOTAL	704.74

20 REPLACE WIRING HARNESS
REPLACE BROKEN/DAMAGED LIGHTS, WIRING HARNESSES,
BATTERIES AND BATTERY CABLES.

TOTAL PARTS	11760.96
TOTAL LABOR	2737.50
TOTAL MISC	0.00
SEGMENT 20 TOTAL	14498.46

29 UPDATE/MODIFY POWER SHIFT TRANSMISSION
INSTALL UPDATED TRANSMISSION DROP BOX

TOTAL PARTS	10753.31
TOTAL LABOR	0.00
TOTAL MISC	0.00
SEGMENT 29 TOTAL	10753.31

30 REMOVE & INSTALL TORQUE CONVERTER
REMOVE AND INSTALL TORQUE CONVERTER FOR
RECONDITION.



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EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	836H	0BXD00448		21840	P039337
QUANTITY	ITEM	DESCRIPTION			

TOTAL PARTS	143.10
TOTAL LABOR	328.50
TOTAL MISC	0.00
SEGMENT 30 TOTAL	471.60

31 REMOVE & INSTALL TRANSMISSION

REMOVE AND INSTALL TRANSMISSION AND TRANSFER GEARS
FOR RECONDITION. INCLUDES REMAN TRANSMISSION
COOLER.

TOTAL PARTS	3405.05
TOTAL LABOR	6022.50
TOTAL MISC	75.00
SEGMENT 31 TOTAL	9502.55

32 RECONDITION POWER SHIFT TRANSMISSION

RECONDITION TRANSMISSION AND TRANSFER GEARS.

TOTAL PARTS	25556.04
TOTAL LABOR	4818.00
TOTAL MISC	1250.00
SEGMENT 32 TOTAL	31624.04

33 RECONDITION TORQUE CONVERTER

RECONDITION TORQUE CONVERTER.

TOTAL PARTS	6760.98
TOTAL LABOR	2847.00
TOTAL MISC	180.00
SEGMENT 33 TOTAL	9787.98

34 RECONDITION TRANSMISSION OIL PUMP

RECONDITION TRANSMISSION PUMP.

THIS PRICE DOES NOT INCLUDE ANY REPLACEMENT COSTS



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

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QUANTITY	ITEM	DESCRIPTION			

FOR A NEW PUMP IF THE PUMP IS BEYOND ECONOMICAL REPAIRS.

TOTAL PARTS	569.33
TOTAL LABOR	766.80
TOTAL MISC	135.00
SEGMENT 34 TOTAL	1471.13

35 REPLACE TRANSMISSION CONTROL

REPLACE POWER TRAIN ECM WITH REMAN ECM AND
REPLACE FORWARD AND REVERSE AND SPEED SWITCHES.

TOTAL PARTS	2777.41
TOTAL LABOR	547.50
TOTAL MISC	0.00
SEGMENT 35 TOTAL	3324.91

36 REPLACE TRANSMISSION LINES/HOSES

REPLACE THE POWER TRAIN LINES AND HOSES.

TOTAL PARTS	3890.87
TOTAL LABOR	2190.00
TOTAL MISC	625.00
SEGMENT 36 TOTAL	6705.87

37 REMOVE & INSTALL AXLE

REMOVE AND INSTALL BOTH AXLE GROUPS FOR
RECONDITION.

TOTAL PARTS	2690.28
TOTAL LABOR	7117.50
TOTAL MISC	0.00
SEGMENT 37 TOTAL	9807.78

38 RECONDITION AXLE FRONT

RECONDITION THE FRONT AXLE ASSEMBLY. THIS



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QUANTITY	ITEM	DESCRIPTION			

INCLUDES RECONDITIONING OF FINALS, DIFFERENTIAL, BRAKES AND SEALS.

MISC. REFLECTS AN AVERAGE AMOUNT OF SALVAGE MACHINE WORK AND DIFFERENTIAL GUARDS

TOTAL PARTS	11689.37
TOTAL LABOR	7884.00
TOTAL MISC	5700.00
SEGMENT 38 TOTAL	25273.37

39 RECONDITION AXLE REAR

RECONDITION THE REAR AXLE ASSEMBLY AND REPLACED FAILED TRUNION SUPPORTS. THIS INCLUDES RECONDITIONING OF FINALS, DIFFERENTIAL, BRAKES AND SEALS.

MISC. REFLECTS AN AVERAGE AMOUNT OF SALVAGE MACHINE WORK AND DIFFERENTIAL GUARDS.

TOTAL PARTS	28263.04
TOTAL LABOR	10074.00
TOTAL MISC	7700.00
SEGMENT 39 TOTAL	46037.04

40 RECONDITION DRIVE LINE

REPLACE U-JOINTS, CARRIER BEARING, AND INSPECT SLIP JOINTS.

THIS PRICE INCLUDES A NEW SLIP JOINT THAT RUNS THROUGH THE ARTICULATION JOINT OF THIS MACHINE.

TOTAL PARTS	7322.00
TOTAL LABOR	1752.00
TOTAL MISC	250.00
SEGMENT 40 TOTAL	9324.00

41 RECONDITION STEERING PUMP



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EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

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QUANTITY	ITEM	DESCRIPTION			

RECONDITION STEERING PUMP.

TOTAL PARTS	1345.79
TOTAL LABOR	766.80
TOTAL MISC	0.00
SEGMENT 41 TOTAL	2112.59

42 REMOVE & INSTALL STEERING CYLINDER
REMOVE AND INSTALL BOTH STEERING CYLINDERS FOR
RECONDITION.

TOTAL PARTS	658.24
TOTAL LABOR	1095.00
TOTAL MISC	0.00
SEGMENT 42 TOTAL	1753.24

43 RECONDITION STEERING CYLINDER
RECONDITION BOTH STEERING CYLINDERS.

NOTE: THIS DOES NOT INCLUDE HVC, RECHROME OR ANY
HARD PARTS.

TOTAL PARTS	1729.32
TOTAL LABOR	766.80
TOTAL MISC	0.00
SEGMENT 43 TOTAL	2496.12

44 REMOVE & INSTALL STEERING VALVE
REMOVE AND INSTALL STEERING VALVE FOR RESEAL.

TOTAL PARTS	52.79
TOTAL LABOR	547.50
TOTAL MISC	0.00
SEGMENT 44 TOTAL	600.29



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QUANTITY	ITEM	DESCRIPTION			

45 RESEAL STEERING VALVE
RESEAL STEERING VALVE.

TOTAL PARTS	543.50
TOTAL LABOR	766.50
TOTAL MISC	0.00
SEGMENT 45 TOTAL	1310.00

46 RESEAL BRAKE ACCUMULATOR
REMOVE, RESEAL AND REINSTALL BRAKE ACCUMULATOR.

TOTAL PARTS	285.58
TOTAL LABOR	438.00
TOTAL MISC	0.00
SEGMENT 46 TOTAL	723.58

50 REMOVE & INSTALL IMPLEMENT PUMP
REMOVE AND INSTALL ALL HYDRAULIC PUMPS FOR
RECONDITION.

TOTAL PARTS	337.36
TOTAL LABOR	492.75
TOTAL MISC	0.00
SEGMENT 50 TOTAL	830.11

51 RECONDITION IMPLEMENT PUMP
RECONDITION IMPLEMENT PUMP.

TOTAL PARTS	799.64
TOTAL LABOR	575.10
TOTAL MISC	0.00
SEGMENT 51 TOTAL	1374.74

52 REMOVE & INSTALL LIFT/HOIST CYLINDER
REMOVE AND INSTALL BLADE LIFT CYLINDER FOR



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QUANTITY	ITEM	DESCRIPTION			

RECONDITION.

TOTAL PARTS	633.92
TOTAL LABOR	438.00
TOTAL MISC	0.00
SEGMENT 52 TOTAL	1071.92

53 RECONDITION LIFT/HOIST CYLINDER
RECONDITION BLADE LIFT CYLINDER.

NOTE: THIS DOES NOT INCLUDE HVC, RECHROME OR ANY
HARD PARTS.

TOTAL PARTS	1344.22
TOTAL LABOR	383.40
TOTAL MISC	0.00
SEGMENT 53 TOTAL	1727.62

54 REMOVE & INSTALL HYDRAULIC CONTROL VALVE
REMOVE AND INSTALL HYDRAULIC CONTROL VALVE FOR
RESEAL.

TOTAL PARTS	281.76
TOTAL LABOR	657.00
TOTAL MISC	0.00
SEGMENT 54 TOTAL	938.76

55 RESEAL HYDRAULIC CONTROL VALVE
RESEAL HYDRAULIC CONTROL VALVE.

TOTAL PARTS	489.60
TOTAL LABOR	876.00
TOTAL MISC	0.00
SEGMENT 55 TOTAL	1365.60

56 REPLACE HYDRAULIC HOSES/LINES



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QUANTITY	ITEM	DESCRIPTION		
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REPLACE HARD/CRACKED OR LEAKING HYDRAULIC HOSES.

TOTAL PARTS	26918.71
TOTAL LABOR	3285.00
TOTAL MISC	150.00
SEGMENT 56 TOTAL	30353.71

70 MACHINE/GRIND/MILL MAIN FRAME BORE
WELD AND MACHINE BLADE FRAME BORES.

TOTAL PARTS	0.00
TOTAL LABOR	2190.00
TOTAL MISC	150.00
SEGMENT 70 TOTAL	2340.00

74 RECONDITION HITCH
SEPERATE MACHINE. REPLACE ALL PINS AND BEARINGS.

MISC. CHARGES REFLECT AN AVERAGE AMOUNT OF SALVAGE
BORE REPAIR.

TOTAL PARTS	4311.47
TOTAL LABOR	4927.50
TOTAL MISC	3200.00
SEGMENT 74 TOTAL	12438.97

7A CLEAN MACHINE
REMOVE ALL LANDFILL GUARDS, CLEAN MACHINE, SET UP
ON STANDS FOR POWER TRAIN REBUILD.

TOTAL PARTS	0.00
TOTAL LABOR	3832.50
TOTAL MISC	0.00
SEGMENT 7A TOTAL	3832.50

7B TRANSPORT MACHINE



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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	836H	0BXD00448		21840	P039337

QUANTITY	ITEM	DESCRIPTION
		TRANSPORT MACHINE ROUND TRIP FROM CITY OF GLENDALE LANDFILL .

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	3310.00
SEGMENT 7B TOTAL	3310.00

7C REFILL MACHINE
REFILL ALL FLUIDS AFTER REBUILD.

TOTAL PARTS	3771.26
TOTAL LABOR	328.50
TOTAL MISC	0.00
SEGMENT 7C TOTAL	4099.76

7D TEST/CHECK & ADJUST MACHINE
TEST AND ADJUST ALL PRESSURES AND SETTINGS.
INCLUDES LABOR FOR TECH TO STAY WITH MACHINE FOR 8 HOURS ONSITE AFTER DELIVERY.

TOTAL PARTS	0.00
TOTAL LABOR	2190.00
TOTAL MISC	0.00
SEGMENT 7D TOTAL	2190.00

7E PAINT MACHINE
CLASS B: PREP & PAINT: MACHINE IDENTIFIER DECALS ONLY, NO SAFETY DECALS OR OPERATIONAL DECALS INCLUDED.



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EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

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QUANTITY	ITEM	DESCRIPTION			

TOTAL PARTS	580.13
LESS 100 % PARTS	-580.13
TOTAL LABOR	2800.00
LESS 100 % LABOR	-2800.00
TOTAL MISC	630.02
LESS 100 % MISC	-630.02
SEGMENT 7E SUBTOTAL	4010.15
LESS -100 % DISCOUNT	-4010.15
SEGMENT 7E TOTAL	0.00

7F SERVICE EXTENDED WARRANTY MACHINE
EMPIRE EXTENDED POWERTRAIN WARRANTY.
36MO/5000HR.

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	5400.00
SEGMENT 7F TOTAL	5400.00

PC DOCUMENTATION PAPERWORK.
10% PARTS CREDIT

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	-21026.94
SEGMENT PC TOTAL	-21026.94



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CATERPILLAR	836H	0BXD00448		21840	P039337
QUANTITY	ITEM	DESCRIPTION			

ENVIRON. FEE	0.00
STATE/COUNTY TAX	13,768.58
CITY/OTHER TAX	3,824.61
TOTAL ESTIMATE	334,134.10
EXPIRATION DATE	12/31/2015

Client Approval: _____
Signature

Date

CONDITIONS:

CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS NOT AN OFFER AND IS MERELY A QUOTATION OF PRICE SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. A "FIRM QUOTATION" MAY BE GIVEN TO CLIENT UPON REQUEST AND IN SUCH A CASE IS IRREVOCABLE FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH TIME THE QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. EMPIRE OFFERS TO DISASSEMBLE AND INSPECT CLIENT'S EQUIPMENT FOR THE PURPOSE OF GIVING A QUOTATION ON PARTS AND/OR SERVICE NECESSARY TO THE REPAIR OF THE EQUIPMENT FOR THE PRICE LISTED HEREIN. (REASSEMBLY COSTS WILL BE SEPARATELY NEGOTIATED). CLIENT IS DEEMED TO HAVE ACCEPTED THIS OFFER BY DELIVERING HIS EQUIPMENT TO EMPIRE'S PREMISES FOR THE ABOVE-DESCRIBED PURPOSES. ACCEPTANCE REQUIRES PAYMENT OF THE DISASSEMBLY AND INSPECTION CHARGE WITHIN THIRTY (30) DAYS OF BILLING. THIS QUOTATION INCLUDES REBUILDING LABOR AND PARTS AS JUDGED BY US TO BE REQUIRED FOR SATISFACTORY PERFORMANCE. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED. IF ADDITIONAL CHARGES ARE ESTIMATED TO EXCEED THIS AMOUNT, CLIENT WILL BE NOTIFIED.



Legislation Description

File #: 15-739, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF ELECTRICAL AND LIGHTING SUPPLIES FROM WESCO DISTRIBUTION, INC., DOING BUSINESS AS BROWN WHOLESALE ELECTRIC

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Wesco Distribution, Inc., doing business as (dba) Brown Wholesale Electric, for the cooperative purchase of electrical and lighting supplies, in an amount not to exceed \$30,000 annually, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional three, one-year renewals, not to exceed \$120,000 for the full term of the agreement.

Background

The agreement with Brown Wholesale Electric will be utilized to purchase maintenance, repair, and operations (MRO) electrical and lighting supplies for city facilities on an as needed basis.

Brown Wholesale Electric was awarded a bid by the State of Arizona for Industrial and MRO Supplies (electrical and lighting) and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditure (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Agreement No. ADSPO14-064773 was awarded on February 1, 2014 and ends on January 31, 2016, and includes an option to renew the term of the agreement for an additional three years, in one-year periods, allowing the agreement to be extended through January 31, 2019.

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

Analysis

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

Community Benefit/Public Involvement

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

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Works Department operating and maintenance budget. Expenditures with Brown Wholesale Electric are estimated to be \$30,000 annually, with a not to exceed amount of \$120,000 over the entire term of the agreement; contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$30,000	1000-13450-522400, Facilities Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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

WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Wesco Distribution, Inc., a Delaware corporation authorized to do business in Arizona dba Brown Wholesale Electric ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 1, 2014, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Industrial and MRO Supplies (Electrical & Lighting), Contract No. ADSPO14-064773 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was February 1, 2014, until the date the contract expires on January 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond

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

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

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed thirty thousand dollars (\$30,000) annually or one hundred twenty thousand dollars (\$120,000) for the entire term of the Agreement.

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

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

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

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

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

City of Glendale
c/o Michelle Woytenko, Deputy Director
6210 West Myrtle, Suite 111
Glendale, Arizona 85301
623-930-2613

and

Wesco Distribution Inc.
c/o Laura Sundberg
3425 E. Van Buren St, Suite 140
Phoenix, AZ 85008

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

“City”

City of Glendale, an Arizona
municipal corporation

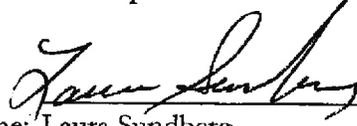
By: _____

Richard A. Bowers
(Acting) City Manager

“Contractor”

Wesco Distribution Inc.,
a Delaware corporation

By: _____


Name: Laura Sundberg
Title: Account Representative

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

EXHIBIT A
State of Arizona Contract No. ADSP014-064773
Industrial and MRO Supplies (Electrical & Lighting)



Master Blanket Purchase Order ADSP014-064773

Header Information

Purchase Order Number:	ADSP014-064773	Release Number:	0	Short Description:	Industrial and MRO Supplies (ELECTRICAL AND LIGHTING)
Status:	3PS - Sent	Purchaser:	Jennifer Wenger	Receipt Method:	Quantity
Fiscal Year:	2014	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	01/31/2014 02:03:04 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	10	Print Dest Detail:	If Different	Release Type:	Direct Release
Catalog ID:		Contact Instructions:	jennifer.wenger@azdoa.gov	Pcard Enabled:	Yes
		Tax Rate:		Actual Cost:	\$0.00

Master Blanket/Contract End Date (Maximum): 01/31/2019 11:59:59 PM

Project No.:
Building Code:
Cost Code:
Special Purchase Types:
PIJ NUMBER:
Coop Spend To Date:
Commodity Reference Id:
PO External Doc Type:

Agency Attachments: [Contractors Offer WESCO.zip ADSP014-064773.pdf Core List Pricing WESCO ELECTRICAL.pdf Core List Pricing WESCO Lighting.xlsx NON-CORE PRODUCT DISCOUNTS.pdf WESCO PRODUCT CATALOG-ELECTRON VERSION.pdf Change Order Summary 1 - WESCO Change Order Summary 2 - Wesco COI Wesco Exp. 06.04.16](#)

Vendor Attachments:
Agency Attachment Forms:
Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor:  **9000021834 - WESCO DISTRIBUTION/BROWN WHOLESALE ELECTRIC**
 Laura Sundberg
 3425 E Van Buren St Ste140
 Phoenix, AZ 85008
 US
 Email: lsundberg@wesco.com
 Phone: (602)275-8521

Payment Terms: Net 30
Shipping Method: Best Way
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Allowed

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to lsundberg@wesco.com at 06/25/2015 02:20:22 PM	06/25/2015 01:26:56 PM
Purchase Order	Emailed to lsundberg@wesco.com at 12/19/2014 07:18:33 AM	12/19/2014 09:53:35 AM
Purchase Order	Emailed to lsundberg@wesco.com at 02/12/2014 08:07:39 AM	02/12/2014 10:18:56 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000021834	PZ9000021834	WESCO DISTRIBUTION/BROWN WHOLESALE ELECTRIC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 02/01/2014 **Master Blanket/Contract End Date:** 01/31/2016
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$20,169.68	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: For each release, Customer needs to enter in the Contracted Unit Cost from the Core List (attached) or the Unit Cost as per Contractor's Catalog price as well as the contracted Discount from List Price in the Discount % field if that is not already part of the list price. Each line item below includes the contracted discount from list price for that category as part of the description. Customer should also include a description of the specific item being ordered in the Item Description field or attach a quote from the Contractor with the specific item description. 3PS - Sent

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
This item is narrative								



Contract Change Order Summary

Contract No.: ADSP014-064773

Change Order No.: 03

Date: October 30, 2015

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

The above-mentioned contract is hereby amended as follows:

- A. In accordance with the Special Terms and Conditions Section 1.5, Amendments, Line Item No. 4 has been added to account for Freight.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.

	Contract Change Order Summary		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSPO14-064773		
	Change Order No.: 02	Date: June 25, 2015	

The above mentioned contract is hereby amended as follows;

- A. In accordance with Special Terms and Conditions Paragraph 16.2, Insurance Requirements, an updated Insurance Certificate can be found in the attachments tab titled COI Wesco Exp. 06.04.16

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

	Contract Change Order Summary		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSP014-064773		
	Change Order No.: 01	Date: November 4, 2014	

The above-mentioned contract is hereby amended as follows:

- A. In accordance with Special Terms and Conditions Section 1.3, Contract Extension, the contract is hereby extended through January 31, 2016. 
- B. Special Terms and Conditions Section 1.7, Eligible Agencies, is hereby modified and shall read as follows;

3. ELIGIBLE AGENCIES (STATEWIDE)

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

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

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.



OFFER AND ACCEPTANCE

Solicitation No.: ADSP014-00003418

STATE OF ARIZONA
State Procurement Office
100 N 18th Ave. Suite 201
Phoenix, AZ 85007

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

OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

07-475015R

Federal Employer Identification No.:

[REDACTED]

Phone: 602-275-8521

Fax: 602-275-9632

Wesco Distribution (dba Brown Wholesale Electric)

Company Name

[Signature]

Signature of Person Authorized to Sign Offer

3425 E Van Buren #140

Address

Laura Soudberg

Printed Name

Phoenix

AZ

85008

City

State

Zip

12-18-13

Title

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No. ADSP014-64773

The effective date of the Contract shall be: 2/1/14

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

State of Arizona
Awarded this

31st day of January 20 14

Procurement Officer

[Signature]



CONTRACT

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

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

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CONTRACT

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

SPECIAL AND UNIFORM INSTRUCTIONS TO OFFERORS ADSPO14-00003418

All Solicitation ADSPO14-00003418 Attachments and/or Exhibits

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

CONTRACTORS FINAL PROPOSAL DOCUMENTS

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



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 18th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

1. INTRODUCTION/BACKGROUND

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

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

2. STATEWIDE CAPACITY REQUIREMENTS

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

- 2.1 **Business Capacity.** The Contractor shall have the ability to ensure acceptable performance under a statewide contract including the ability to create and manage numerous individual accounts for order placement, billing and reporting purposes and the ability to provide a full range of products, materials, parts, and service for each category offered in order to meet the demands of all eligible agencies. . This shall include the ability to resolve customer disputes, handle multiple communications from accounts and provide excellent customer service.
- 2.2 **Key Personnel.** The Contractor shall have in place capable key personnel trained and responsible for providing the following services. A separate staff member is not required for each area described but each of these duties shall be specifically assigned to someone capable of performing each of these duties.
 - 2.2.1 Arizona Statewide Contract Representative - knowledgeable on all aspects of the contract, will handle contract administration requests and resolve problems that may arise. (Main point of contact for the State Procurement Office)
 - 2.2.2 Catalog Maintenance -Maintain electronic, hard copy and ProcureAZ Punch-out Catalog along with resolution of State contract pricing issues
 - 2.2.3 Spend Management Representative – Knowledgeable in various spend management techniques and experience in the successful application of those techniques.
 - 2.2.4 Contract Data Analyst – capable of analyzing and reporting on various contract data inquiries including but not limited to contract spend data, usage trends, etc.



SCOPE OF WORK

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

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

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

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

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

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

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

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

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

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

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

2.6.5 Eligible agencies may have policies in place for the imposition of penalties for contractors that have continual late deliveries. These may include but are not limited to cancellation of order, future non use of contractor or filing of vendor performance report with the State Procurement Office.

2.7 Distribution / Warehousing Facilities. Contractor shall provide adequate warehouse facilities and distribution network dedicated to the successful performance of the awarded contract. This shall include but not be limited to adequate volume stock levels, staff levels, fill rates and will call capabilities. The Contractor shall have a policy in place for damaged freight, shipping and invoicing error, defective items and other policies the increase the ability to deliver customer orders in a timely and accurate manner.

3. PRODUCT REQUIREMENTS

3.1 Catalogs. Catalogs and/price lists shall be made available in both electronic and hardcopy formats upon request from an Eligible Agency. An accessible website that contains a downloadable catalog or price list or an interactive web catalog or price list shall also be available for use by Eligible Agencies. All catalogs that are made available to Eligible Agencies for use under this contract shall only contain products included under this contract. The contractor shall not represent any product that is specifically excluded as a product covered under this contract. The contractor shall have a process in place for removing items determined to be exclude from this contract.



SCOPE OF WORK

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

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

3.2 ONLINE CATALOG AND ORDERING (Punch-Out).

- 3.2.1 The State utilizes an online catalog and ordering function (punch-out) through ProcureAZ for most purchase under this contract. The contractor shall have a secured website for placing online orders. The features and functions of this online ordering catalog shall include:
- Access by standard web browsers
 - Search functions
 - Product information such as unit of measure, photos, and item status inquiry functionality that provides stock availability
 - Indicate current catalog/or list price and contract price
 - Order tracking
 - Help functionality
 - Acceptance of P – Cards
 - Allow only contract items to be viewable
 - Ability to block or exclude items or categories
 - Identify the following product types;
 - Core List Items
 - Green / Recycled Products
 - Energy Efficient Products
- 3.2.2 *Access.* The Contractor shall provide access to and interconnectivity with the State's eProcurement System for the purpose of allowing authorized State system users to "Punch-Out" of the system, to access directly the Contractor's website, select contract products and services, and return to the State's system with the order details. Contractor shall cooperate with the State's system provider in the establishment and ongoing operations of their punch-out connection.
- 3.2.3 *Timeframe.* The "Punch-Out" capability shall be functional within 12 months of the contract begin date.
- 3.2.4 *Cost.* The cost associated with the Contractor's Punch-Out set-up, maintenance and support shall be borne by the Contractor.
- 3.2.5 *Discount Offered.* The implementation and management of electronic ordering systems result in lower administrative costs for both the Contractor and the State, it is therefore requested that the Contractor offer an additional discount percent (%) from list price for those who utilize the Punch-Out system to make purchases under this contract.
- 3.2.6. The Online ProcureAZ Punch-Out Catalog shall be required for any contract awarded for all categories.

3.3 Core List. The contractor shall provide discounted firm fixed price for specific items or their equivalent listed within the core product list. The contractors shall provide products and pricing in a minimum of one category. The Core List reflects the most common or frequently purchased under the existing state contracts. The contractor shall provide the product specified or equivalent. The core list may change during the term of the contract. Changes may be made to the core list at the time of renewal and shall reflect the most common products purchased under the contract to provide the best value to the Eligible Agencies. If multiple contracts are awarded, the core list shall have the ability to reflect the usage under each contract.

3.4 Catalog / Product Categories. The Contractor shall provide an established catalog/price list(s) containing comprehensive selection of products for a minimum of one Product Category. Pricing for all non-core / catalog items shall be based on a single fixed discount percent (%) from an establish list price. There is no limited to the number of commodities or equipment offered under each category nor is the contractor required to provide all items included in the description of the category. All products offered under any category shall fall within the general category description. If there is any question as to a product's inclusion in a category, the Procurement Officer shall make the final decision. Following is a general description of the product categories available under this contract along with any additional requirements of the products within each category.



SCOPE OF WORK

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

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 3.4.1 **Adhesives/Lubricants/Sealants** - Shall include but not be limited to; Tapes, Glues & Epoxies, Sealants, Cements & Caulk, Wire Brushes and Lubricants.
- 3.4.2 **Electrical** - Shall include but not be limited to; Gang Boxes, Electrical Metallic Tube (EMT) Conduit, Wire Connectors, Clamp Connectors, Switches, Electrical Boxes, Couplings, Circuit Breakers, Outlets, Wire Pulling Lubricant, Multi-Purpose Ties, Wall Plates, Timers and Relays, Wire & Cable, Power Supplies, Plugs and Receptacles, Electrical Hardware and Fasteners. All electrical parts and supplies shall be provided in accordance to the appropriate Federal, State or Local Standards and Regulations. Applicable standards and regulations that shall be followed include but shall not necessarily be limited to;
- UL Standard 797 Electrical Metal Tubing
 - American National Standards Institute (ANSI) C80.3
 - National Electric Code (NEC)
 - NEMA, UL, CSA Standards
- 3.4.3 **Hand Tools and Accessories** - Shall include but not be limited to; Hammers, Hand Saws, Pliers and Clamps, Crimping and Cutting Tools, Utility Knife and Replacement Blades, Putty Knife, Plaster & Scrapping Tools, Screwdrivers, Wrenches, Staple Guns, Lawn and Garden Hand Tools, Taps, Dies, Screws, Bolts, Fasteners
- 3.4.4 **Heating, Ventilating, Air Conditioning Filters (HVAC Filters)** - Includes any filter or filter media used to capture air-borne particulate matter. All filters shall meet the smoke and flammability requirements of Underwriters' Laboratories UL 900, Test Performance of Air Filter Units, Class 2 unless stated otherwise. Any metal grids and casings shall be corrosion resistant. Non Metal Frame shall be high wet strength 28 pt. beverage board bonded on all four sides to prevent collapse. Filters shall be constructed with 90 degree corners. The actual filter dimensions shall not differ from the stated nominal dimensions by more than 5/8". The following types of filters at a minimum shall be offered.
- **Pleated Filters** Minimum MERV 7 when evaluated under the guidelines of ASHRAE 52.2 .2 as revised. Filters shall be classified Class 2 per U.L. Standard 900. Filters shall have a minimum efficiency of 25%.
 - **Flat Panel Filters** with a minimum average arrestance rating of 70% and frames composed of wood pulp products formed to hold structural rigidity during normal handling.
 - **Pocket Bag Filters** The air filters shall be high efficiency ASHRAE extended surface pocket style filters consisting of 100% high density synthetic media, a galvanized steel header, galvanized steel pocket retainers, and bonding agents to prevent air bypass and ensure leak performance. Filters shall be minimum MERV 11 and minimum efficiency rating of 65%.
 - **Rigid Box Filters** The air filters shall be rated a minimum of MERV 11 with a minimum efficiency rating of 60% with frames and headers constructed of corrosion resistant galvanized steel.
 - **High Efficiency Particulate Air (HEPA) & Ultra Low Penetration Air (ULPA) Filters** - Each filter shall be individually tested for efficiency and initial resistance at rated air flow. The test results shall be indicated on the filter label. The filters shall meet the requirements of IES- RP-CC001.3. The filter efficiency shall be 99.97% DOP (Disbursed Oil Particulate Testing).



SCOPE OF WORK

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

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

3.4.5 Lighting- Shall include but not be limited to; Energy Saving Lamps (Fluorescent, High Intensity Discharge, Traffic Signal lamps, and Incandescent), Ballasts, LED Lighting, Light Sensors, Exit Signs and Emergency Lighting.

All lamps and ballasts supplied under this contract shall be energy saving. It shall be recommended that all Standard A19 Incandescent Bulbs be replaced with energy efficient alternatives. All lamps and ballasts shall conform to all applicable Federal, State and Local laws, regulations and standards including but not limited to:

- 2012 Federal Lighting Legislation
- Restriction of Hazardous Substances Directive (RoHS)
- All mercury containing lamps shall be clearly marked and shall have passed US EPA's Toxicity Characteristics Leaching Procedure (TCLP) and not be classified as a hazardous waste.
- Electronic ballasts shall meet the limits of FCC Title 47, Parts 15 and 18 limitations for electromagnetic interference (EMI) radio frequency interference (RFI) and shall have at least a 5 year warranty.
- It shall be indicated if the electronic ballasts has been rated by NEMA Premium Electronic Ballast Program
- ANSI C82 Ballasts Standards
- ITE publication "Standard for Traffic Signal Lamps" and the ADOT Standard Specifications for Road and Bridge Construction (1996) - *Lamps to be used in vehicular traffic signal faces*
- If there are existing T12 systems, they shall be recommended to be converted to T8 Systems
- Energy Policy Act (EPACT) – All Lamps
- Light Sensors shall have a standard 5 year warranty and shall be UL and CUL listed.
- Exit signs shall have an input power demand of 5 watts or less per face and NEMA Premium Exit Signs shall be recommended.

3.4.6 Material Handling Equipment - Shall include but not be limited to; Ladders & Racks, Hand Trucks and Carts, Scales, Casters, Wheels, Shelving, Tool Storage, Rope, Straps.

3.4.7 Motors, Pumps and HVAC - Shall include but not be limited to; DC Motors, HVAC Motors, General Purpose Motors and Pumps.

3.4.8 Pneumatics, Hydraulics, Welding & Accessories - Shall include but not be limited to; Impact Wrench, Air Compressors, Vacuum Pumps, Valves, Regulators and Hoses, Arc Welding Rod and Wire Solder, Protective Helmet & Welding Gloves, Torch Kit & Regulators, MIG/TIG Welders.

3.4.9 Power Tools & Accessories - Shall include but not be limited to; Cordless Drills, Saws and Hammers, Finishing & Routing Tools, Battery Packs, Power Shears and Heat Guns, Drill Bits, Saw Blades, Milling Tools

3.4.10 Safety/Security/Batteries/Flashlights - Shall include but not be limited to; Gloves, Protective Eye Glasses and Headgear, Safety Signs and Vests, Protective Clothing and Footwear, Safety Cones, Barricade Tape & Safety Flags, Portable Water Coolers, Batteries, Flashlights, Fans, Heaters, Sports Drinks



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3.4.11 Testing/ Measuring Instruments – Shall include but not be limited to; Gauges, Meters, Testing Kits, Thermometers, Battery Testers, Calibrators, Measuring Tools and Tapes.

3.5 Material Safety Data Sheets. Eligible agencies shall be provided MSDS as required by the Occupational Safety and Health Administration (OSHA) for all goods provided under this contract which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. The MSDS sheets shall be available for disclosure purposes to all agencies at the time of contract award. All products shall be clearly labeled with instructions for proper use, personal protective requirements and disposal instructions.

4. EXCLUSIONS

Certain product categories, and specific items, which are covered by other State contracts or are otherwise prohibited, shall be excluded. The contractor shall exclude any additional items upon request. Contractor shall have a procedure in place to remove any product or type of products upon request. Current exclusions include, but are not limited to the following;

- Janitorial Supplies (Including paper products, toilet & facial tissue, paper towels and rolls, cleaning chemicals)
- A/V Equipment including cameras, digital projectors, & projection screens
- Computers, PDA's, & Accessories including printers, scanners, monitors, & webcams
- Furniture including all accessories, armoires, bookcases, chairs, credenzas, cubicle or modular furniture, desks, filing and storage cabinets, tables, wall and floor shelving. (Industrial or shop shelving and storage is allowed)
- Recognition or Length of Service Awards Software,
- Cell phones, Two Way Radio and other electronic communication equipment
- Signs, Acrylic and Vinyl Lettering
- Plumbing Supplies (Including Waterless Urinals, Water Heaters, Fixtures, etc.)
- Office Products and Office Supplies (Including Office Paper)
- Building Materials – lumber, paint. (Marking or Surveying Paint is allowed)
- Automotive Parts, Electronics & Fluids
- Appliances

5. SERVICE AND PROGRAM REQUIREMENTS

5.1 Customer Service. The contractor shall provide customer service representatives, knowledgeable about the contract, to handle questions and resolve problems that arise. Customer service requirements shall at a minimum include;

- Representatives available to contract users during normal business hours that have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, contract product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information.
- Shall be able to be accessed by toll free phone number, fax, email or internet.
- Emergency number for after hours use.
- An escalation plan issues that are not resolved at initial contact.



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- 5.2 **Spend Management Program and Reports.** The Contractor shall offer a Spend Management Program that provides usage and spend information to customers for analysis of spending patterns. After the analysis is complete, the contractor shall provide suggestions and identify changes that would reduce customer expenditures such as identifying best value products and delivery.
- 5.3 **Seminars.** The Contractor shall have the ability to provide seminars to Eligible Agencies under an awarded contract. The Contractor shall provide a description of the seminars available that includes a seminar's proposed subject matter, presenter qualifications, number of seminars, proposed locations, method of delivery for seminars and notification to potential users. Subject matter of the Seminars may include but shall not be limited to;
- Green initiatives updates
 - Hazardous materials
 - USDA registered chemicals
 - MSD and
 - OSHA.
- 5.4 **Product Training / Demonstrations:** The Contractor shall offer product training available to Eligible Agencies. All product training shall be site specific. Contractor shall describe training offered including but not limited to;
- New products Demonstrations and Training
 - Equipment and operation
 - Green products
 - Energy conservation
- 5.5 **Warranties.** The Contractor shall describe all warranties that will be offered on all applicable equipment and products under this contract. All warranties offered shall meet or exceed the standard manufacturer warranty for that equipment of product.
- 5.6 **Small Business Enterprise Subcontract Program.** The Contractor shall indicate the utilization of any Small Business Enterprise Subcontractors in the performance of any resultant contract. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which has gross revenues of \$4 million or less. To qualify as a Small Business Enterprise Subcontract Program, the Contractor shall set aside a percentage of their business under this contract as subcontracts that will be performed by small business enterprises. Examples of where these subcontracts may be best utilized include but are not limited to subcontracting for a percentage of deliveries made in specific geographic areas of the state, product packaging services and billing or customer service/ordering services.
- 5.7 **Discounts.** The Contractor(s) is encouraged to offer discounts for various groups or purchases. Such discounts may include but are not limited to the following;
- **Educational Discount** - additional discount percent (%) from list price to qualifying educational institutions (e.g. K-12, Colleges and Universities).
 - **Single Bulk Purchase** - additional discount percent (%) from list price offered on stand-alone bulk purchases. If offered, the contractor shall clearly describe what qualifies for the discount.
 - **P-Card** – additional discount percent (%) from list price offered on purchases paid on a Purchasing Card.
 - **Punch-out** - additional discount percent (%) from list price offered on purchases made utilizing the State's ProcureAZ Punch-Out process.



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6. GREEN REQUIREMENTS

- 6.1 Environmental and Sustainable Practices. The contractor shall have sound environmental and sustainability practices in place. The environmental practices should be applicable to the items being offered such as;
- Offer and recommend environmentally preferable products to customers when available and not cost prohibitive.
 - Offer and use environmentally friendly products, materials and suppliers where economically feasible.
 - Offer and use equipment that may be disassembled so that components can be separated and reused or recycled easily,
 - Products that provide end of life recycling or cradle to grave processes,
 - Reduced Packaging or use environmentally friendly packaging that uses no disposable containers, is made from recycled content and meets or exceeds the minimum post consumer content level for packaging in the U.s. EPA Comprehensive Procurement Guidelines
 - Recycling of lighting and electronic products
 - Buy Back Programs
 - Green Labeling and 3rd Party Certifications
 - Identification of and Online Search capabilities green products in catalogs..
- 6.2 Green Certification. The contractor shall have policies in place to reduce the environmental impacts associated with the manufacture, use and disposal of products they offer to the extent it is technologically and economically feasible. The State encourages the purchase of products containing recycled content as well as those that are environmentally friendly or identified as green certified products such as Green Seal Certified. The contractor shall supply a list of the industry recognized certifications and standards obtained.
- 6.3 Recycled Content. The Arizona Recycling Program encourages Arizona to reduce, reuse, recycle and buy recycled products as an alternative to solid waste disposal in landfills. Contractors are encouraged to offer products containing post consumer content. Contractors shall have policies in place detailing their commitment to offering products where economically feasible, that contain recycled content. The policy should also include goals for minimum percentage of post consumer material contained in those items..
- 6.4 Packaging. Contractors are encouraged to offer packaging that that is environmentally friendly and meets at least one but preferably all of the following criteria;
- Minimizes or eliminates the use of disposable containers or wrap,
 - Made from 100% post-consumer recycled materials or at a minimum 25% post consumer materials
 - Be recyclable
 - Reusable
 - Non-toxic
 - Biodegradable



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- 6.5 Energy Efficiency.** ARS 34-451 requires; "All state agencies shall procure energy efficient products that are certified by the United States department of energy or the United States environmental protection agency as energy star or are certified under the Federal Energy Management Program (FEMP) in all categories that are available unless the products are shown not to be cost-effective on a life cycle cost basis."

Contractors are encouraged to offer products that meet these requirements. Information about Energy Star Products and FEMP may be found at;

- <http://www.energystar.gov/products> ; and
- http://www1.eere.energy.gov/femp/procurement/eed_requirements.html

- 6.6 Reporting Requirements.** The following requirements shall be performed by the Contractor relating to an Environmentally Friendly or Green Products.

- 6.6.1 The Contractor shall submit an **Environmentally Friendly or Green Product Report** that identifies the environmentally friendly or green products, energy efficient products, and products containing 25% post consumer material sold and the total dollars purchased during the reporting period.
- 6.6.2 The Contractor shall furnish this report on annual basis to the Procurement Officer of Record no later than July 31st or upon request of the State..
- 6.6.3 Failure on the part of the Contractor to accurately and timely submit any reports required by this contract may give rise to any contractual remedies available to the state.



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1. CONTRACT

- 1.1 **Contract.** The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor including any Final Proposal Revisions, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
- 1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.
- 1.1.2 The Contractor's primary contact shall be the contact information contained in the ProcureAZ vendor profile or as stated in the submitted Attachment B of this solicitation
- 1.2 **Contract Term.** The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein. *
- 1.3 **Contract Extension.** The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years. *
- 1.4 **Contract Type.** The contract is a fixed-price (core list) Percent(%) discount from list (catalog).
- 1.5 **Amendments.** Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
- 1.6 **Contract Changes.** The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and shall be accomplished by a contact amendment.
- 1.7 **Eligible Agencies.** This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. The contractor may not restrict or compel the use of this contract by an eligible agency.
- 1.8 **Estimated Quantities.** The State anticipates considerable activity resulting from this contract; however, no commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed.
- 1.9 **Non-Exclusive Contract.** This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.



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

2. ADMINISTRATIVE FEE / USAGE

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

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

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

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

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

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

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

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

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



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

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

3. PRICING

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

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

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

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

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

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

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

4. PRODUCTS

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



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- 4.2 **Product Discontinuance.** In the event that a product or groups of products are discontinued by a manufacturer, written notice shall be submitted to the State within 5 business days of notification from manufacturer. The State at its sole discretion may allow the Contractor to provide replacements for the discontinued product(s) or allow the deletion of such products from the contract. Approval shall be in the form of a contract amendment or change order and shall become effective upon execution of the amendment or change order, unless otherwise stated. Upon approval by the State, the Contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.
- A formal announcement or documentation from the manufacturer stating that the product(s) have been discontinued.
 - Documentation describing any replacement product providing clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;
 - Documentation confirming that the price for the replacement product(s) is equivalent or less than the discontinued item.
- 4.3 **Inventory.** The State of Arizona has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.
- 4.4 **Current Products.** All products being offered in this contract shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this contract.
- 4.5 **New Products.** The State, at its sole discretion, reserves the right to include additional products or product categories that are within the scope of work and in the best interest of the State. Approval(s) shall be in the form of a contract amendment or change order and shall become effective on the date specified in the amendment or change order. Upon approval by the State, the contractor shall make available all catalog/price list updates to all eligible agencies at no additional cost to the State. Pricing shall be in line with current contract pricing. Contractor's request for new products shall include the following information;
- 4.5.1 Documentation that provides clear evidence that the new products are those that are within the scope of awarded contract. NO products outside the scope of the original award shall be allowed.
- 4.5.2 That states prices at which sales are currently or were last made to a significant number of category of buyers or buyers constituting the general buying public for the materials or supplies involved and that will be sold at the existing discount (percent %) from list price as existing products.
- 4.6 **Warranty.** The Contractor shall guarantee its products to be free from defect in materials and workmanship, given normal use and care, over the period of the applicable manufacturer's warranty. Manufacturer's warranties are the sole responsibility of the manufacturer and must be official and standard (not customized) documents that are signed by a manufacturer's representative.
- 4.7 **Defective Products.** All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the contractor. All replacement products must be received by the state within seven (7) days of initial notification.



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- 4.8 **Forced Substitutions.** Forced substitutions shall not be allowed. The contractor shall obtain prior written approval from the Eligible Agency before any substitution may be made for an out of stock item.
- 4.9 **Recall Notices.** In the event of any recall notice, technical service bulletin, or other important notification affecting a product offered under this contract, a notice shall be sent to the Eligible Agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and product being recalled.
- 4.10 **MSDS Sheets.** If any item(s) on any Contract order is a hazardous chemical, as defined under OSHA 29 CFR 1910.1200, the Contractor shall include the appropriate Material Safety Data Sheet(s) with the initial shipment and with the first shipment after a Material Safety Data Sheet is updated. The Contractor shall send the initial or updated Material Safety Data Sheet(s) with a complete container, partial container or single product. The Contractor, distributor or manufacturer may make access to Material Safety Data Sheets available online via their website, however, Material Safety Data Sheets must be provided as stated herein, regardless of online availability, to meet United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

5. SUBCONTRACTS

- 5.1 **Subcontractor Approval.** Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. The contractor shall submit a formal written request on company letterhead and including an Attachment D, Proposed Subcontractors, or a document containing the information requested in Attachment D.
- 5.2 With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

6. INVOICE – BILLING

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

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

7. ORDERING

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



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7.2 Non Contract Items.

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

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

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

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

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

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

8. DELIVERY

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

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

9. KEY PERSONNEL

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



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10. DEFAULT

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

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

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

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

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

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

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

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

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

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

11.4.1 The contract number

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

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

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

11.4.5 Ordering information,

11.4.6 Key Personnel contact information; and

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



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11.4.8 Green Product Indicators

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

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

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

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

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

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

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

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

13. CONTRABAND

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

13.1 DEFINITION – A.R.S. § 13–2501.

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



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

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

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

13.2.2 Promoting prison contraband is a Class 5 felony.

14. PANDEMIC CONTRACTUAL PERFORMANCE

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

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

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

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

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

15. I.T. 508 COMPLIANCE

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



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16. RISK AND LIABILITY

16.1 INDEMNIFICATION:

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

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

16.2 INSURANCE REQUIREMENTS:

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

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

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

1. Commercial General Liability – Occurrence Form

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

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



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

2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$500,000
 - a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - c. Policy shall contain a severability of interests provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

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

 - a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

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



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- C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



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1. Definition of Terms

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

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.



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2. Contract Interpretation

- 2.1. **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

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



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- 3.2. **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.9. **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.10. **Offshore Performance of Work Prohibited.**
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.



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4. Costs and Payments

- 4.1. **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. **Applicable Taxes.**
 - 4.3.1. **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. **State and Local Transaction Privilege Taxes.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4. **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

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



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- 5.2. **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. **Indemnification**
- 6.2.1. **Contractor/Vendor Indemnification (Not Public Agency)** The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. **Public Agency Language Only** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. **Force Majeure.**
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.



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6.4.2. Force Majeure shall not include the following occurrences:

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

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

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

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

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

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

7. Warranties

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

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

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

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

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

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

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

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



UNIFORM TERMS AND CONDITIONS

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

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.



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

9. Contract Termination

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

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

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

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

9.5. Termination for Default.

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

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



UNIFORM TERMS AND CONDITIONS

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State Procurement Office
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Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

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

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

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

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



END OF DOCUMENT

Solicitation No.: ADSP014-00003418

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

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

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**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

EXHIBIT B
Award and Rate Sheet



OFFER AND ACCEPTANCE

Solicitation No.: ADSP014-00003418

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

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

OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

07-475015R

Federal Employer Identification No.:

[REDACTED]

Phone: 602-275-8521

Fax: 602-275-9632

Wesco Distribution (dba Brown Wholesale Electric)

Company Name

3425 E Van Buren #140

Address

Phoenix

AZ

85008

City

State

Zip

Laurel Sundberg
Signature of Person Authorized to Sign Offer

Laurel Sundberg
Printed Name

10-18-13

Title

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS / IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No. ADSP014-64773

The effective date of the Contract shall be: 2/1/14

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

State of Arizona
Awarded this

31st day of January 2014

Procurement Officer

[Signature]

Proposed Product - Lighting - WESCO Distribution wvn Wholesale Electric

Manufacturer	Product #	Description	Items per UOM	UOM	Catalog/List Price	Discount% Offered	Contract Price	Green /Energy Efficient (Y/N)
Philips Lighting	281279	F32T8/ADV841/XLL/ALTO 28 Watt. Linear fluorescent, T8, 52000HR, Cool, 4100K, G13. Meets 2012 lighting leg energy standards.	1	e	\$34.94	89.00%	\$3.84	
Philips Lighting	281162	F32T8/TL841/XLL/ALTO 32 Watt. Linear fluorescent, T8, 85CRI, 52000HR, G13, 4100K, Cool. Meets 2012 lighting leg energy standards.	1	e	\$37.61	91.00%	\$3.38	
Philips Lighting	281576	F32T8/TL741/ALTO 32Watt. Linear fluorescent, T8, 78CRI, 36000HR, 48", Medium bi-Pin G13, 4100K. Meets 2012 lighting leg. Energy standards.	1	e	\$12.06	85.00%	\$1.81	
Philips Lighting	281204	F32T8/TL850/XLL/ALTO 32Watt. Fluorescent T8, 85CRI, 52000HR, 48", Medium bi-Pin. G13, 5000K, Meets 2012 light leg energy standards.	1	e	\$33.93	90.00%	\$3.39	
Philips Advance	ICN-2P32-N	Electronic ballast, T8, 120-277V, Centium, 1 or 2 lamp, offers energy-saving properties	1	e	\$92.13	86.00%	\$12.90	
Philips Lighting	404653	F28T5/835/ALTO 28Watt. Linear fluorescent, T5, White-neutral, 24000HR, 45.2", Miniature Bipin G5, Meets lighting leg energy standards, energy savinos and low toxicity.	1	e	\$22.83	64.00%	\$8.22	
Philips Lighting	149039	PL-T 42W/841/A/4P/ALTO 42Watt. Dimmable, cool white, 4100K, 82CRI, 16000HR.	1	e	\$54.63	87.00%	\$7.10	
Philips Advance	IOPA-2P32-LW-N	Electronic ballast, T8, 120-277V, Instant Start, Low-Watt, 77BFJ, High Efficiency, Nema Premium rated.	1	e	\$98.17	87.00%	\$12.76	
avtron	13353-NX	Fluorescent lamp holder	1	e	\$159.18	41.00%	\$93.92	
Philips Lighting	345132	PL-L 36W/841/4P 36Watt. 4100K, 15000HR(3hr/start) or 20000HR(12hr/start), 82CRI, low mercury, dimmable, 4 pin. Single tube-bridged.	1	e	\$29.75	80.00%	\$5.95	
Philips Lighting	268334	PL-T 32W/835/A/4P/ALTO, 32Watt, 4100K, cool white, 82CRI, 16000HR, 4 pin, triple tube.	1	e	\$38.52	85.00%	\$5.78	
Philips Lighting	383364	PL-C 26W/835/4P/ALTO, 26Watt, 4 pin, 4100K, 82CRI, dimmable, double tube-bridged.	1	e	\$40.39	86.00%	\$5.65	
Philips Lighting	146852	PL-S 13W/841/2P/ALTO, 13Watt, cool white, 4100K, 10000HR, non-dimmable, 82CRI, Single tube-bridged.	1	e	\$12.03	87.00%	\$1.56	
Philips Lighting	274845	MH250/UJ, 250Watt. Switch start Metal halide, 65CRI, cool white, mogul base-brass, 10000HR, 4000K, ED28.	1	e	\$99.13	87.00%	\$12.89	
Philips Lighting	368811	C400S1/ALTO, 400W High pressure sodium, mogul base-brass, ED18, 2100K, 24000HR	1	e	\$103.93	92.00%	\$8.31	
Philips Lighting	427237	4F15/END/2700-E26 DIM, LED 5Watt-25W equivalent, warm white, 25000HR, 2700K, E26 cap base screw type.	1	e	\$12.95	3.00%	\$12.56	
Philips Advance	ICF-2S26-H1-LD-K	CFL Ballast, Electronic, 29W-54W Input watts, 120-277V, 1 or 2 lamp 26W; 1 lamp 32W or 42W SmartMate	1	e	\$116.89	81.00%	\$22.21	

Category	Discount off Catalog	Manufacturer	Date Published
HEAT SHRINK TUBING	10%	3M Company	2/4/2013
LUGS	14%	3M Company	2/4/2013
SPLICES & TERMINATIONS	14%	3M Company	2/4/2013
TAPES	16%	3M Company	2/4/2013
TOOLS	5%	3M Company	2/4/2013
WIRE CONNECTORS	5%	3M Company	2/4/2013
ELECTRONIC	82%	Advance Transformer Company	7/1/2012
FLUORESCENT	82%	Advance Transformer Company	7/1/2012
H.I.D.	82%	Advance Transformer Company	7/1/2012
CONDUIT BODIES	40%	Appleton Electric	9/2/2013
CORD CONNECTORS	26%	Appleton Electric	9/2/2013
EMT CONDUIT FITTINGS	36%	Appleton Electric	9/2/2013
EXPLOSION PROOF FITTINGS	40%	Appleton Electric	9/2/2013
FS/FD BOXES	40%	Appleton Electric	9/2/2013
LIQUID TIGHT CONNECTORS	34%	Appleton Electric	9/2/2013
STRAPS, HANGERS, BEAM CLAMPS	38%	Appleton Electric	9/2/2013
CABLE TIES	50%	Burndy Corporation	4/1/2013
FASTENERS & ACCESSORIES	10%	Burndy Corporation	4/1/2013
LUGS	35%	Burndy Corporation	4/1/2013
TOOLS	4%	Burndy Corporation	4/1/2013
WIRE PULLING LUBRICANTS	30%	Burndy Corporation	4/1/2013
STRAPS, HANGERS, BEAM CLAMPS	14%	Caddy Fasteners	8/1/2012
ALL THREADED ROD	43%	Cooper B-Line	4/1/2013
FITTING FASTENERS	20%	Cooper B-Line	4/1/2013
HARDWARE-FITTINGS-BEAM CLAMPS-HANGERS AND SUPPORT	43%	Cooper B-Line	4/1/2013
PIPE CLAMPS	43%	Cooper B-Line	4/1/2013
STRUT FITTINGS	35%	Cooper B-Line	4/1/2013
VIBRA CLAMPS	43%	Cooper B-Line	4/1/2013
ATC	60%	Cooper Bussmann	2/1/2013
BALANCE OF BP-CPDS SHEET ITEMS	42%	Cooper Bussmann	2/1/2013
DUAL ELEMENT	60%	Cooper Bussmann	2/1/2013
FUSE BLOCKS / HOLDERS	60%	Cooper Bussmann	2/1/2013
FWA SEMI-CONDUCTOR FUSES	60%	Cooper Bussmann	2/1/2013
GLASS	60%	Cooper Bussmann	2/1/2013
JJN	60%	Cooper Bussmann	2/1/2013
JJS	60%	Cooper Bussmann	2/1/2013
JKS CLASS J	60%	Cooper Bussmann	2/1/2013
KLM 13/32" X 1 1/2" NON-TIME DELAY	60%	Cooper Bussmann	2/1/2013
KLU	60%	Cooper Bussmann	2/1/2013
KTK-R CLASS CC	60%	Cooper Bussmann	2/1/2013
KTN-R	60%	Cooper Bussmann	2/1/2013
KTS-R	60%	Cooper Bussmann	2/1/2013
LKN/LKS SUPER-LAG RENEWABLE LINKS	60%	Cooper Bussmann	2/1/2013
LOW PEAK / AMP TRAP	60%	Cooper Bussmann	2/1/2013
MEDIUM VOLTAGE E & R RATED FUSES	60%	Cooper Bussmann	2/1/2013
MIDGET	42%	Cooper Bussmann	2/1/2013
NON ONE TIME FUSES	60%	Cooper Bussmann	2/1/2013
NOS ONE TIME FUSES	60%	Cooper Bussmann	2/1/2013
SL TRON TIME-DELAG TYPE S PLUG	60%	Cooper Bussmann	2/1/2013
TL TRON TIME-DELAY PLUG FUSE	60%	Cooper Bussmann	2/1/2013
CIRCUIT BREAKERS	60%	Cooper Bussmann	2/1/2013
CONDUIT BODIES	15%	Cooper Crouse-Hinds	4/1/2013
CORD CONNECTORS	10%	Cooper Crouse-Hinds	4/1/2013
EXPLOSION PROOF FITTINGS	10%	Cooper Crouse-Hinds	4/1/2013
FS/FD BOXES	10%	Cooper Crouse-Hinds	4/1/2013
HAZARDOUS LOCATION BOXES	10%	Cooper Crouse-Hinds	4/1/2013
HAZARDOUS LOCATIONS	10%	Cooper Crouse-Hinds	4/1/2013
FASTENERS & ACCESSORIES	15%	Cooper Crouse-Hinds	4/1/2013
CABLE FITTINGS BX, ROMEX, AC, MC , FLEX	34%	Dottie, L.H., Company	2/1/2012
CORD CONNECTORS	65%	EGS, ETP, Neer	9/2/2013
EMT CONDUIT FITTINGS	55%	EGS, ETP, Neer	9/2/2013
ETP-4QS STEEL LIQUIDTIGHT CONNECTORS	52%	EGS, ETP, Neer	9/2/2013
LIQUID TIGHT CONNECTORS	62%	EGS, ETP, Neer	9/2/2013
	53%	EGS, ETP, Neer	9/2/2013

METALLIC OUTLET BOXES & COVERS		45% EGS, ETP, Neer	9/2/2013
NEER-EMT FITTINGS, STRAPS, SET-SCREW CONDUIT BODIE		72% EGS, ETP, Neer	9/2/2013
NEER-LOCKNUTS AND BUSHINGS		65% EGS, ETP, Neer	9/2/2013
STRAPS, HANGERS, BEAM CLAMPS		14% Ericson Manufacturing Company	1/1/2013
TOOLS		5% Greenlee Textron, Inc.	5/1/2013
FIBERGLASS		40% Hoffman Enclosures	2/18/2013
METALLIC - NEMA 1		65% Hoffman Enclosures	2/18/2013
METALLIC - NEMA 12 & 4 JIC		43% Hoffman Enclosures	2/18/2013
WIREWAY		40% Hoffman Enclosures	2/18/2013
NON-HAZARDOUS	(Cost +10%)	-10% Hubbell Lighting, Inc.	12/16/2019
CABLE TIES		10% Ideal Industries, Inc.	3/1/2013
FASTENERS & ACCESSORIES		14% Ideal Industries, Inc.	3/1/2013
HEAT SHRINK TUBING		10% Ideal Industries, Inc.	3/1/2013
LOCKOUT, TAGOUTS & WIRE MARKERS		15% Ideal Industries, Inc.	3/1/2013
TERMINAL BLOCK ACCESSORIES		10% Ideal Industries, Inc.	3/1/2013
TERMINALS (STA-KONS)		19% Ideal Industries, Inc.	3/1/2013
TOOLS		25% Ideal Industries, Inc.	3/1/2013
WIRE CONNECTORS		14% Ideal Industries, Inc.	3/1/2013
WIRE PULLING LUBRICANTS		8% Ideal Industries, Inc.	3/1/2013
EXIT / EMERGENCY	(Cost +10%)	-10% Lithonia Lighting Company	none avail
NON-HAZARDOUS	(Cost +10%)	-10% Lithonia Lighting Company	none avail
BALANCE OF LINE-LESS MFG EXCLUDED ITEMS		42% MERSEN, Inc.	3/1/2013
DUAL ELEMENT		23% MERSEN, Inc.	3/1/2013
FUSE BLOCKS / HOLDERS		28% MERSEN, Inc.	3/1/2013
GLASS		31% MERSEN, Inc.	3/1/2013
LOW PEAK / AMP TRAP		40% MERSEN, Inc.	3/1/2013
MIDGET		42% MERSEN, Inc.	3/1/2013
EXCLUDED LARGE LAMP		85% Phillips Lighting	7/1/2012
FLUORESCENT		90% Phillips Lighting	7/1/2012
HALOGEN		90% Phillips Lighting	7/1/2012
INCANDESCENT		90% Phillips Lighting	7/1/2012
LED		50% Phillips Lighting	7/1/2012
MERCURY / HPS		90% Phillips Lighting	7/1/2012
SL / PL		90% Phillips Lighting	7/1/2012
BALANCE OF COVERS		80% Steel City	3/26/2012
BRACE SUPPORTS		80% Steel City	3/26/2012
DIE CAST FITTINGS & ACCESSORY		65% Steel City	3/26/2012
EMT CONDUIT FITTINGS		65% Steel City	3/26/2012
FIRE ALARM BOXES		80% Steel City	3/26/2012
FLOOR BOXES		28% Steel City	3/26/2012
LIQUID TIGHT CONNECTORS		80% Steel City	3/26/2012
NATIONAL BOX NET SHEET		80% Steel City	3/26/2012
RIGID/IMC CONDUIT FITTINGS		65% Steel City	3/26/2012
STAINLESS STEEL EMT STRAPS		75% Steel City	3/26/2012
STRAPS, HANGERS, BEAM CLAMPS		50% Steel City	3/26/2012
THREADED ROD		28% Steel City	3/26/2012
LUGS		40% T&B Blackburn	3/26/2012
CABLE TIES		40% T&B Catamount	3/26/2012
BULK TERMINALS, CABLE TIES & CONNECTORS		25% T&B Corporation	3/26/2012
CABLE TIES		30% T&B Corporation	3/26/2012
FASTENERS & ACCESSORIES		25% T&B Corporation	3/26/2012
FLOOR BOXES		40% T&B Corporation	3/26/2012
HEAT SHRINK TUBING		13% T&B Corporation	3/26/2012
HUBS		42% T&B Corporation	3/26/2012
LIQUID TIGHT CONNECTORS		38% T&B Corporation	3/26/2012
LOCKOUT, TAGOUTS & WIRE MARKERS		20% T&B Corporation	3/26/2012
LUGS		60% T&B Corporation	3/26/2012
RIGID/IMC CONDUIT FITTINGS		30% T&B Corporation	3/26/2012
TERMINALS (STA-KONS)		25% T&B Corporation	3/26/2012
WIRING DUCT		30% T&B Corporation	3/26/2012
BALLASTS FOR ELECTRICAL COMPACT FLUORESCENT LAMPS		53% Universal Lighting Technologies, Inc.	5/16/2011
BALLASTS FOR HIGH INTENSITY DIS LAMPS AND PARTS		53% Universal Lighting Technologies, Inc.	5/16/2011
TRIAD ELECTRONIC BALLAST FLUOR LAMPS		53% Universal Lighting Technologies, Inc.	5/16/2011
SURFACE RACEWAY		9% Wiremold	5/1/2011
FLOOR BOXES		19% Wiring Device-Kellems	6/26/2013

G.F.I.'S
INDUSTRIAL WIRING DEVICES
OCCUPANCY SENSORS
PIN & SLEEVE - NON & HAZARDOUS LOCATION
SW, RECEPTS, PLUGS, CONN-COMMERCIAL
SW, RECEPTS, PLUGS, CONN-INDUSTRIAL
WIRING DEVICES

34% Wiring Device-Kellems
19% Wiring Device-Kellems
22% Wiring Device-Kellems
11% Wiring Device-Kellems
19% Wiring Device-Kellems
34% Wiring Device-Kellems
19% Wiring Device-Kellems

6/26/2013
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6/26/2013
6/26/2013
6/26/2013

Core List Price Schedule Instructions

You must complete information to the order of columns E through K and Column M for your proposal to be considered for this category.

- Column B describes each of the line items covered being requested.
- Column C provides the estimated yearly usage for the item based on previous usage information and predicted demand. This number is an estimate only and is not to be construed as a guarantee for future purchases.
- Column E through K: Other shall complete these columns describing the item being offered which meets the minimum specifications described.
- Column L: Other shall enter the Catalog List Price for the item you are proposing. The Catalog List Price must not exceed 2 digits to the right of the decimal point. (E.g. \$5.00)
- Column M: Offer shall enter the Proposed Discount from the published catalog/list price for the item being offered. The Proposed Discount percentage must be the same for all items regardless of packaging size. The Proposed Discount percentage must not exceed 2 digits to the right of the decimal point (E.g. 10.27%).
- Column N: Offer shall complete this column indicating if the offered product is environmental friendly or energy efficient. (Y=Yes or N=No).

WISCO DISTRIBUTION (DBA BROWN WHOLESALE ELECTRIC)

Company Name

Current Product

Description

Estimated Quantity

Manufacturer

Part Number

Proposed Product

Description

Quantity

Unit Price

Discount

Net Price

Notes

Current Product Description	Estimated Quantity	Manufacturer	Part Number	Proposed Product Description	Quantity	Unit Price	Discount	Net Price	Notes
CONDUIT 3/4" EMT	25000 Feet	WESTLAND OR WESTLAND OR	3/4" EMT	CONDUIT 3/4" EMT	1	\$2.04	68.00%	\$0.61	N
CONDUIT 1/2" EMT	20000 Feet	WESTLAND OR WESTLAND OR	1/2" EMT	CONDUIT 1/2" EMT	1	\$1.30	80.00%	\$0.26	N
CONDUIT 3/4" PVC SCHEDULE -40	10000 Feet	TR WARRIORS AMVON	3/4" SCH40	CONDUIT, PVC, 3/4" SCH40	1	\$0.40	40.00%	\$0.24	N
CONDUIT 1/2" LIQUID TIGHT FLEXIBLE ELECTRO GALVANIZED STEEL (THRU) STRAND BLACK 500F	3000 Feet			1/2" LIQUID TIGHT, RUB. GALV STEEL	1	\$1.60	48.00%	\$0.83	N
WIRE 12 THRU SOLID WHITE SPOUT	20000 Feet	CERRO/SERVICE /ENCKE	THHN-12-BLK-1557R-DJ-500S	WIRE #12, THHN, BLK, STR, 500'	1	\$371.10	83.00%	\$137.18	N
WIRE 12 THRU SOLID WHITE SPOUT	18000 Feet	CERRO/SERVICE /ENCKE	THHN-12-WHT-500	WIRE #12, THHN, WHT, SOL, 500'	1	\$320.26	83.00%	\$118.50	N
WIRE 12 THRU SOLID BLACK SPOUT	18000 Feet	CERRO/SERVICE /ENCKE	THHN-12-WHT-500	WIRE #12, THHN, WHT, STR, 500'	1	\$371.30	83.00%	\$137.18	N
WIRE 12 THRU SOLID BLACK SPOUT	15000 Feet	CERRO/SERVICE /ENCKE	THHN-12-BLK-500	WIRE #12, THHN, BLK, SOL, 500'	1	\$320.26	83.00%	\$118.50	N
ANCHOR: 1/4" x 1 1/4" IN ZN/MC	7000 Feet		ZAS125	ANCHOR, 1/4X1-1/4	100	\$45.58	58.00%	\$19.14	N
ANCHOR: 1/4" x 1 1/4" IN ZN/MC	5000		ZAS100	ANCHOR, 1/4X1	100	\$41.46	58.00%	\$17.41	N
ANCHOR: 1/4" x 2 IN ZN/MC	4000		ZAS160	ANCHOR, 1/4X2	100	\$76.01	58.00%	\$31.92	N
WIRE NUT SIZE 7/8 WIRE CONNECTOR 600 VOLT MAX	7000		DOITIE	WIRE NUT, HIGH TEMP, BLK, 100BX	100	\$11.82	13.00%	\$10.28	N
WIRE NUT SIZE 1/2" WIRE CONNECTOR 300 VOLT MAX	5500		DOITIE	WIRE NUT, YELLOW, TH, 100BX	100	\$14.20	35.00%	\$9.23	N
WIRE NUT SIZE 3/8 WIRE CONNECTOR 300 VOLT MAX	5000		DOITIE	WIRE NUT, BLUE, 7/8, 100BX	100	\$9.09	44.00%	\$5.29	N
4" SQUARE GALVANIZED STEEL, BLANK BOX COVER	1200		CS1201	4 SQUARE BOX, 1/2" AND 3/4" HO	1	\$69.87	85.00%	\$9.18	N
4" SQUARE FINE GALVANIZED STEEL, BLANK BOX COVER	1200		CS1201	4 SQUARE BOX, 1/2" AND 3/4" HO	1	\$1.96	36.00%	\$1.25	N
WALL SWITCH TOGGLE 1 POLE 20A 120V	1000		CS1201	4 SQUARE BLANK COVER	1	\$165.13	84.00%	\$26.42	N
ELECTRICAL BOX GALVANIZED STEEL, 1/2" & 3/4" IN KNOCKOUTS 4" SQ 2 WALL PLATE 1 GANG SINGLE RECEPTACLE SILVER	1000		CS1201	WALL SWITCH, 20A, 120V/277V, SP-10B	1	\$4.00	42.00%	\$2.32	N
WALL SWITCH TOGGLE 1 POLE 20A 120V	1000		CS1201	4 SQUARE BOX, 1/2" AND 3/4" HO	1	\$69.87	85.00%	\$9.18	N
ELECTRICAL BOX GALVANIZED STEEL, 1/2" & 3/4" IN KNOCKOUTS 4" SQ 2 WALL PLATE 1 GANG SINGLE RECEPTACLE SILVER	1000		CS1201	WALL PLATE, STAINLESS STEEL, 1-40"	1	\$3.00	61.00%	\$1.17	N
2 GANG BLANK BOX COVER SILVER	1000		CS1201	WALL PLATE, BLANK, STAINLESS STEEL	1	\$6.35	50.00%	\$3.18	N
STRAIGHT BLADE PLUG 15A 125V NEMA 5-15P	1000		CS1201	PLUG, NEMA, STRAIGHT BLADE, NEMA5-15P	1	\$12.70	61.00%	\$4.95	N
1/2" 1 HOLE SWAMP ON BMT STEEL STRAP	7000		CS1201	1/2" 1 HOLE STEEL STRAP	100	\$46.33	85.00%	\$8.95	N
3/4" 1 HOLE SWAMP ON BMT STEEL STRAP	4000		CS1201	3/4" 1 HOLE STEEL STRAP	100	\$63.07	85.00%	\$9.46	N
1/2" 2 HOLE SWAMP ON BMT STEEL STRAP	3000		CS1201	1/2" 2 HOLE STEEL STRAP	100	\$16.53	75.00%	\$4.13	N
ELECTRICAL TAPE 3/4" x 66' BLACK	1500		CS1201	ELECTRICAL TAPE 3/4" x 66', VINYL, BLK	1	\$44.41	16.00%	\$37.70	N

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

**EXHIBIT C
Scope of Work**

PROJECT

Provide electrical and lighting supplies for city facilities on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in section 3 of the agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$30,000 annually or \$120,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Provide electrical and lighting supplies for city facilities on an as needed basis.



Legislation Description

File #: 15-742, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR CAPITAL IMPROVEMENT PROGRAM PLANNING SERVICES AND RATIFICATION OF EXPENDITURES FOR PUBLIC INFRASTRUCTURE INVESTMENTS, LLC

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into Amendment No. 1 to the Professional Services Agreement for Capital Improvement Program (CIP) Planning services in an amount not to exceed \$50,000, and to ratify previous expenditures in the amount of \$7,800 with Public Infrastructure Investments, LLC.

Background

Public Infrastructure Investments, LLC is currently under contract with the city to provide assistance to the City's Public Works and Budget departments in the CIP planning process. This amendment to the professional services agreement is for assistance during the FY2016/17 CIP planning process, updating the CIP training manual, and reconfiguration of existing project reports.

In 2014, the City entered into a professional services agreement with Public Infrastructure Investments, LLC in an amount not to exceed \$49,999. This amendment is a continuation of the effort. This amendment also extends the term of the agreement by an additional six months, expiring on June 30, 2016.

Analysis

As the City of Glendale continues to grow and recover economically, increased investment in the City's infrastructure and public facilities will be required. This increased investment will be managed and implemented through the CIP. The services provided in this amendment will assist City staff in tracking and monitoring the current CIP projects, and providing guidance in projecting the future 5-Year CIP.

Community Benefit/Public Involvement

Residents in the City of Glendale will benefit from a well-managed CIP. The services provided will encourage efficient management of the CIP, recommend strategies to mitigate carry over, and promote accurate modeling of the 5-Year plan.

Budget and Financial Impacts

Funding for this amendment is available from projected salary savings from Fiscal Year 2015-2016 HURF Fund

and General Fund Operating Budget. The compensation paid to Public Infrastructure Investments, LLC for Amendment No. 1 shall not exceed \$50,000, and the total professional service fee for the entire project shall not exceed \$99,999.

Cost	Fund-Department-Account
\$40,000	1340-16925-518200, Pavement Management
\$10,000	1000-11610-518200, Budget and Research

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Salary savings account 1340-16925-550200 \$40,000 and \$10,000 from salary savings account 1000-11610-550200.

Amendment No. ___ to the
Agreement for Professional Services

This Amendment No. 1 to the Agreement for Professional Services for CIP Program Planning and Other Services ("Amendment No. 1") is made this ____ day of _____, 20__, by and between the City of Glendale, an Arizona municipal corporation ("City") and Public Infrastructure Investments LLC, an Arizona limited liability company authorized to do business in Arizona ("Consultant").

RECITALS

- A. Consultant is currently under contract with the City on the above-referenced project;
- B. Since the inception of the work, the scope and requirements have changed substantially and cannot be expanded or corrected through change orders or change directives;
- C. The changes in the Scope of Work will benefit the City; and
- D. Expanding the Scope of Work (attached Amended Exhibit B) under the original Agreement will allow the work to be completed under the appropriate professional standards and represents a cost savings to the City.

AGREEMENT

The original Agreement for Professional Services is amended as follows:

Section 4. Additional compensation for the change in the Scope of Work will not exceed \$50,000 as specifically detailed in the attached Amended Exhibit D (time and materials).

Section 13. The term shall be extended an additional six months, expiring on June 30, 2016.

Section 15. The following Amended Exhibits are incorporated by reference as though fully set forth in this Amendment:

Amended Exhibit B
Amended Exhibit D

Scope of Work
Compensation

All other terms and conditions not amended by this writing remain unchanged and enforceable as found in the original Agreement C-9536-1 currently on file in the Office of the City Clerk, City of Glendale.

“City”:

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers, Acting City Manager

“Consultant”:

PII-Public Infrastructure Investments, LLC
an Arizona limited liability company
licensed to do business in Arizona



Anthony Arraza, President

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

**PROFESSIONAL SERVICES AGREEMENT – AMENDED EXHIBIT B
SCOPE OF WORK**

1. Develop/Reconfigure/Combine existing project reports to one user friendly Engineering Monthly Status Report spreadsheet to:
 - a. Track current project schedules and identify future critical path milestones;
 - b. Capture fiscal year metrics and display budget and financial status updates;
 - c. Reconcile current project costs and project schedules to effectively cash flow projects within fiscal year cycles and funding limits;
 - d. Develop and revise cash flow summaries for current and future projects to establish a 5-yr Capital Improvement Plan and give guidance to determine the timing of future Bond Issuance.

2. Assist the Budget Office during CIP process for new projects for FY 2016/17. Analyze opportunities to recommend funding alternatives for projects in CIP. Mitigate carry over for FY 16/17.

3. Update the CIP Training Manual. In an effort to capture total project cost allocation, develop and recommend a new model for estimating design costs per project in 5-Year CIP.

PROFESSIONAL SERVICES AGREEMENT – AMENDED EXHIBIT D

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

DETAILED PROJECT COMPENSATION

Basic Consultant Fee	<u>\$ 50,000</u>
Amendment No. 1 (Additional work)	<u>\$ 50,000</u>
Total Professional Services Fee	<u>\$100,000</u>



Legislation Description

File #: 15-751, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LDV, INC., AND APPROVE THE PURCHASE OF A TACTICAL NEGOTIATIONS COMMAND VEHICLE FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A COOPERATIVE PURCHASING AGREEMENT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with LDV, Inc., and approve the purchase of a Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) tactical negotiations command vehicle for the Glendale Police Department (GPD) in an amount not to exceed \$185,000. This cooperative purchase is available through an agreement between the State of Arizona Counter-Drug Procurement Program (AZCDPP) and LDV, Inc., under the United States General Services Administration State and Local Law Enforcement Equipment Procurement Program (The 1122 Program).

Background

The GPD Special Operations Division (SOD) consists of a tactical element (Special Weapons and Tactics-SWAT), an explosives element (Bomb Squad), and specialized personnel and equipment that regularly respond to dangerous and unstable incidents that require a unified command posture to properly mitigate and resolve each situation. The GPD SOD responds to all CBRNE and tactical calls for service within the city limits, as well as neighboring jurisdictions when called upon. The GPD SOD responded to over 160 calls for service in Fiscal Year 2014 regarding explosive and tactical threats, while also providing CBRNE response capability for large scale venues (University of Phoenix Stadium and Gila River Arena) and special events, including the NFL Super Bowl XLIX.

While GPD SOD has all of the personnel, equipment, and training in place, it lacks a specialized vehicle or space in which to run the command/communications functions in the event of a CBRNE/tactical situation involving extended crisis negotiations, which is essential during these types of incidents. A true CBRNE event would require the full integration of SWAT and the Bomb Squad, with a command element to direct it. A specialized vehicle in which all communications, negotiations, and command are housed together would join all personnel and equipment in one localized area in order to strengthen the current CBRNE/tactical capability for a more efficient response.

The desired CBRNE tactical negotiations command vehicle is an 18 foot box on chassis design that will consist of work stations and communications equipment, and modest in size compared to the majority of command vehicles in the area. The vehicle will be purpose built for CBRNE/tactical situations, outfitted with emergency response lighting, and all necessary communications and negotiations equipment necessary for GPD SOD deployments requiring SWAT and/or Explosive Ordnance Disposal (EOD) response. The vehicle will be small enough for use in all urban areas, with adequate storage capacity allowing for the much needed consolidation

of equipment, resulting in a more coordinated, efficient, and structured unified command in one dedicated space.

Analysis

Staff is requesting Council to authorize the City Manager to enter into a linking agreement with LDV, Inc. and approve the purchase of the CBRNE tactical negotiations command vehicle for the GPD in an amount not to exceed \$185,000 through a cooperative purchase agreement between the AZCDPP and LDV, Inc., under the United States General Services Administration 1122 Program.

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

Previous Related Council Action

On September 23, 2015, City Council authorized the City Manager to accept a Federal Fiscal Year 2015 Homeland Security Grant Program Award on behalf of the Glendale Police Department in the approximate amount of \$185,000 and enter into grant agreement number 150202-01 with the State of Arizona Department of Homeland Security.

On June 6, 2012, City Council approved the purchase of a replacement Bomb Squad Emergency Response Vehicle for the Glendale Police Department from LDV, Inc., utilizing the 1122 Program.

Budget and Financial Impacts

State of Arizona Department of Homeland Security Federal Fiscal Year 2015 grant program funds awarded to the Glendale Police Department will be utilized for this purchase.

Cost	Fund-Department-Account
\$185,000	1840-33234-551400, 2015 SHSGP Tact Neg Vehicle

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LDV, Inc.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and LDV, Inc., a Wisconsin corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. The State of Arizona Counter-Drug Procurement Program (AZCDPP) entered into a contract with Contractor to purchase the goods and services described in the State and Local Law Enforcement Equipment Procurement Program (The 1122 Program). The 1122 Program permits its cooperative use by other governmental agencies including the City. The 1122 Program is hereinafter referred to as the Cooperative Purchasing Agreement. The City entered into Intergovernmental Purchase Agreement C-6879, which is attached hereto as **Exhibit A**, with AZCDPP on March 10, 2009, to facilitate procurement under the 1122 Program.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. **Term of Agreement.** The City is purchasing the vehicle and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the State of Arizona 1122 Public Safety Procurement Program letter dated October 20, 2015, which is attached hereto as **Exhibit B**, the City is an active certified participant in the 1122 Program and the vehicle and/or services are an authorized purchase. The term of Intergovernmental Purchase Agreement C-6879 commenced on April 1, 2009 and is deemed renewed for successive two-

year terms unless otherwise terminated. Purchases can be made by the City from the Contractor until the contract expires.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the vehicle and/or services identified in the LDV, Inc. Preliminary Specifications For: Glendale P.D. (AZ) CBRNE Command Vehicle, LDV Project # C28HNT-10, attached hereto as **Exhibit C**.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit C** hereto.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred eighty five thousand dollars and no cents (\$185,000), which includes the expenditure detail in the Preliminary Specifications provided in **Exhibit C**, plus an allowance for sales tax due thereon and any contingencies.
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Non- Discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

LDV, Inc.
a Wisconsin corporation

By: _____
Richard A. Bowers
Acting City Manager

By: Nancy Strelow

Name: Nancy Strelow

Title: Vice President

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**CITY CLERK
ORIGINAL**C-6879
03/10/2009**INTERGOVERNMENTAL PURCHASE AGREEMENT
BETWEEN CITY OF GLENDALE AND STATE OF ARIZONA**

This Agreement is made and entered into this 10th day of March, 2009, between the City of Glendale, a municipal corporation and political subdivision of the State of Arizona, "Glendale", acting through the Glendale Police Department, "GPD", and the State of Arizona Counter-Drug Procurement Program, "AZCDPP", a quasi state division of the State of Arizona. GPD and AZCDPP are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Arizona have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, Donald B Engler, Chief of Police of the Payson Police Department has been designated by the Governor of the State of Arizona as the State Coordinator for the United States' *State and Local Law Enforcement Equipment Procurement Program* (The 1122 Program), which program permits local law enforcement agencies to purchase through federal procurement channels law enforcement equipment for use in the performance of counter-drug activities; and

WHEREAS, the 1122 Program will permit local law enforcement agencies to take advantage of the purchasing power of the federal government to receive discounts commensurate with large volume purchases; and

WHEREAS, this Agreement is necessary in order that GPD may order qualifying law enforcement equipments under the 1122 Program through the AZCDPP acting as the SPOC.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the Parties agree as follows:

1. The purpose of the Agreement is a cooperative agreement between GPD and AZCDPP for the procurement of qualifying law enforcement equipment under the United States 1122 Program by GPD through the AZCDPP, as the SPOC for the 1122 Program.
2. GPD shall submit all procurement requests under the 1122 Program to the AZCDPP office along with all documentation required by the SPOC validating the counter-drug mission for each procurement request.
3. The AZCDPP office shall provide a letter of authorization to procure equipment, in the name of GPD, for all procurement requests by GPD under the 1122 Program.
4. GPD shall be responsible for the payment of all costs and expenses associated with procurement requests under the 1122 Program submitted to the AZCDPP office by GPD. GPD will make timely payments to the vendors for equipment, materials and services received in accordance with the terms and conditions of the procurement.
5. Receipt, inspection and acceptance of all equipment, materials and services ordered under this Agreement shall be the exclusive obligation of the GPD.
6. The exercise of any rights or remedies by the GPD shall be the exclusive obligation of GPD.
7. In this Agreement, failure of an entity to secure performance under its purchase order does not necessarily require another entity to exercise its own rights or remedies.

8. The procurement of equipment through the 1122 Program shall be subject to, and in accordance with, the terms and conditions entered into by the applicable federal agency with the vendor, except for modifications of those terms and conditions otherwise allowed by law.

9. The selection of equipment to be ordered through the 1122 Program will be at the option of the GPD, except that all such equipment shall only be procured and used for counter-drug related activities. GPD hereby agrees that all equipment obtained through the 1122 Program will be used in accordance with all the terms, guidelines, regulations and statutes applicable to the 1122 Program.

10. AZCDPP shall not be liable in any fashion for any violation by GPD of the terms, guidelines, regulations and statutes applicable to the 1122 Program. The GPD agrees to hold AZCDPP harmless from any liability which may arise from action or inaction of GPD in connection with a procurement under the 1122 Program, including any violations by the GPD of the terms, guidelines, regulations or statutes applicable to the 1122 Program.

11. Either Party may terminate, without notice, this Agreement if the other Party fails to comply with the terms of this Agreement. Otherwise, either Party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days notice to the other Party.

12. Pursuant to A.R.S § 11-952(F) a copy of this Agreement shall be filed in the Office of the Secretary Of State of the State of Arizona by Glendale.

13. This Agreement shall take effect upon signing by both Parties.

14. This Agreement may be canceled pursuant to provisions of A.R.S. §38-511 which provisions are incorporated herein by this reference.

15. Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

16. Pursuant to ARS § 35-391.06, both of the Parties hereby warrant and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

17. The initial term of this agreement shall commence on 1st day of April, 2009 and shall terminate on June 30, 2011. Thereafter, it shall be deemed renewed for successive two-year terms unless otherwise terminated as provided herein

18. Notices required under this Agreement shall be sent to the following:

For GPD:
6835 N. 57th Dr.
Glendale, AZ 85301

For AZCDPP 1122 Program:
Payson Police Department
303 N Beeline Hwy., Payson AZ 85541

Steven Conrad
Chief of Police

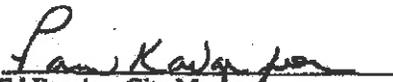
Don Engler, AZ State Coordinator
Arizona Counter-Drug Procurement Program
Chief of Police, Payson Police Department

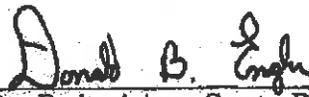
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date written above.

"Glendale"

"AZCDPP"

CITY OF GLENDALE, an Arizona
Municipal corporation

By: 
Ed Beasley, City Manager

By: 
Don Engler, Arizona Counter-Drug
Procurement Program Coordinator

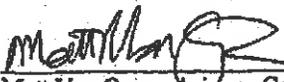
Date: May 1st, 2009

Date: 3-10-09

ATTESTED:


Pamela Hanna, City Clerk

ATTESTED:


Matt Van Camp, Arizona Counter-Drug
Procurement Program State Point of Contact

Approved as to form:


Craig Tindall, Glendale City Attorney

EXHIBIT B

State of Arizona



1122 Public Safety
Procurement Program



Chief Donald B. Engler

Governor Douglas Ducey

October 20th 2015

To: LDV Inc.(Glendale Police Department)
180 Industrial Drive
Burlington, WI 53105

From: Detective Matt Van Camp
1122 State Point of Contact

Re: CBRNE Van Purchase

On behalf of the Arizona Public Safety Procurement Program. (1122 Program). The Glendale Police Department is an active certified participant in the 1122 program. Under LDV Project #C28HNT-10 REV 5 GSA Contract GS-30F-0009L, Schedule 23V of the GSA from your company. Your Quote of \$175,151.00 is an authorized purchased for Emergency Response Activity. Savings from retail is \$12,176.00

Sincerely,

A handwritten signature in black ink that reads "Matt Van Camp".

Detective Matt Van Camp
Payson Police Department
State of Arizona
Public Safety Procurement Program
1122 State Point of Contact
303 N Beeline Hwy.
Payson, AZ. 85541
928-472-5060 Office
928-474-4558 Fax
mvancamp@paysonaz.gov



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**PRELIMINARY
SPECIFICATIONS FOR:**

**GLENDALE P.D. (AZ)
CBRNE COMMAND VEHICLE**

**LDV PROJECT # C28HNT-10
GSA MODEL #HNTMCC183173-10 with Adds/Deletes**

April 8, 2014

REV 1 - February 8, 2015 - NJP
REV 2 - February 13, 2015 - RJZ
REV 3 - February 17, 2015 - RJZ
REV 4 - October 9, 2015 - RJZ
REV 5 - October 20, 2015 - NJP



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GSA PRICING PAGE:

Total commercial price as specified FOB Burlington, WI	\$	187,327.00
GSA 1 unit discounted price as specified	\$	173,847.00
Industrial Funding Fee (IFF)	\$	1,304.00
GSA 1 unit discounted price as specified with IFF	\$	175,151.00

Delivery terms: Ask your Sales Representative

Payment Terms: Net 30

Quote is firm for 30 days from specification date

Quoted price does not include any applicable FET, federal, state or local tax unless specified



**Glendale Police Department
CBRNE Command Vehicle
GSA Additions/Deletions Worksheet**

QTY	Part Number	Description	Commercial Price	GSA Price w/IFF (QTY 1 Buy)	Extended GSA Price (QTY 1 Buy)
1	HNTMCC183173-10	LDV GSA Base Model	\$ 200,595.00	\$ 187,558.00	\$ 187,558.00
2	SS903	Bench Seating (Per linear foot)	\$ 356.00	\$ 334.00	\$ 668.00
2	SS1002	Upper Cabinets Deluxe Pkg (per linear foot) Up to 24" High	\$ 442.00	\$ 415.00	\$ 830.00
-2	SS1008	Gusset Support for counter top open areas.	\$ 159.00	\$ 150.00	\$ (300.00)
1	SS1012	Aluminum Tall Closet, up to 48" wide.	\$ 1,659.00	\$ 1,552.00	\$ 1,552.00
4	SS1015	Laminate Counter Top (Per linear foot)	\$ 105.00	\$ 99.00	\$ 396.00
-1	SS1801	External 26ft Mast	\$ 7,347.00	\$ 6,871.00	\$ (6,871.00)
-1	SS1805	Thomas 1/2-hp compressor with 2 gallon air tank.	\$ 786.00	\$ 736.00	\$ (736.00)
-1	SS1806	Exterior Mast Nycoil Canister	\$ 1,173.00	\$ 1,098.00	\$ (1,098.00)
-1	SS2305	Leveling system, 24" w/ air ride dump & Ign override	\$ 7,323.00	\$ 6,848.00	\$ (6,848.00)
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -

Total (GSA Base Model with Additions)

\$ 175,161.00



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Item	Qty	
1.00		CHASSIS/BODY DIMENSIONS:
1.01		<ul style="list-style-type: none"> • Cab-to-Axle 120" • Wheelbase of chassis: 201" • Overall length of apparatus, including rear step: 362"* • Overall apparatus width, rub rail to rub rail: 96" • Overall height of apparatus (loaded): 140"* • Interior walkway height raw body: 84" • Interior walkway height finished: 82"* • Interior walkway length: 216"* • Interior raw body width: 93"* • Interior finished body width: 87"* <p>* Estimated measurement dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.</p>
2.00		CHASSIS:
2.01	1	<ul style="list-style-type: none"> • 2016 Ford F-550 4x2 SD Regular Cab 201" WB DRW XL. 19,500-lb. GVWR with rear leaf spring suspension. <p>ENGINE:</p> <ul style="list-style-type: none"> • 6.8L 3-Valve SOHC Triton V10. GAS (362 HP @ 4,750 RPM, 457 LB.-FT. @ 3,250 RPM) <p>TRANSMISSION:</p> <ul style="list-style-type: none"> • TorqShift 5-speed electronic automatic with overdrive. <p>BRAKES:</p> <ul style="list-style-type: none"> • 4-wheel disc brakes • 19.5" Wheels
2.02	1	DOT triangle reflector kit with three (3) triangles.
3.00		BODY:
3.01	1	<ul style="list-style-type: none"> • Load space area shall be 83" high x 93" wide x 18' long custom dry van body with the following: • FRP front wall • Aluminum .040 walls. • 18ga galvanized 1-3/4" Z-posts on 16" centers. • Solid rear wall • Aluminum roof. • 1-1/8" tongue and groove plywood floor with anti-skid floor paint • LED clearance lighting and LED stop, turn & tail lights. • 32"x80" Sedan door with tinted window and stepwell • 18" treadplate rear bumper with gripstrut insert
3.02	1	Heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at exterior entry door location.
3.03	1	Heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed inside entry door.
3.04	1	Automatic LED courtesy light at side entry door.
3.05	1	Courtesy light defeat switch.
3.06	1	<i>Federal Signal</i> Back-up alarm model 256 (or current model).
3.07	1	Entire underside of the apparatus shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
3.08	1	Rear mud flaps with anti-sail brackets.
4.00		PAINT:
4.01		Body base color shall be white.



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Item	Qty	
5.00		PATRIOT ONYX INTERIOR: <ul style="list-style-type: none"> • Wall Covering: #66 Silver Smooth FRP or Aluminum • Ceiling Fabric: A97 Silver Haze • Office Chairs: Black • Cabinets: #EBT-2-2002 Black Powder Coated Aluminum • Counters and Tables: #4760-60 Mystique Night Note: Manufacturer reserves the right to substitute equivalent materials.
6.00		WALLS, CEILING AND FLOOR:
6.01		Insulate walls with fiberglass. Cover interior body side posts with plywood sub wall.
6.02		Cover sub wall with smooth finish <i>Kemlite</i> 0.075" fiberglass reinforced plastic (FRP) lining.
6.03		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, Exposure 1-APA, 6 ply, face veneer plugged and sanded. Meets California Air Resources Board (CARB) phase 2 requirements.
6.04		<i>Lonseal</i> Loncoin II Flecks 150 Onyx non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
6.05		2-1/2" vinyl cove molding as required (mop board).
6.06		Install 1.5" wood furring strips on interior body sideposts and 1/2" wood furring strips on interior roof supports. Includes two (2) 10" high channels over each wall beam, upper to be 4" from the top of the wall beam and lower approximately 62" from the top of the wall beam. (Required to provide space for the installation of conduit and electrical boxes.)
6.07		Insulate ceiling with fiberglass. Cover interior roof supports with plywood.
6.08		Cover sub ceiling with <i>Veelok</i> 17-oz. ribbed loop pile fabric.
6.09	1	30" laminate covered pocket door installed on heavy-duty aluminum track with two (2) four-wheel roller trucks. Pocket door shall have recessed handles and a key lock.
6.10		All bulkheads shall be covered with <i>Kemlite</i> 0.075" FRP.
6.11	1	Cover load space door with black powder coated aluminum panel, install 10" high 0.100" bright aluminum tread plate kick plate at bottom of door and heavy-duty rubber grab handle.
7.00		GALLEY AND LAVATORY:
7.01	1	<i>Norcold</i> model NR751BB (or current model) 12 / 24 VDC / 120VAC refrigerator with the following features: <ul style="list-style-type: none"> • 2.7 cu. ft. capacity. • Freezer shelf for ice cube tray. • Two door bins; lower bin holds 2-liter containers. • Integrated door latch.
8.00		SEATING:
8.01	5	<i>Hon</i> ValueTask® swivel chair 5831 black (or current model) with mid back, five caster spider base, adjustable height and no armrests.
8.02		Fabricate and install fixed bench seating with removable cushions as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl.
9.00		CABINETS:



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Item	Qty	
9.01		<p>Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications:</p> <ul style="list-style-type: none"> • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up on a full-length aluminum hinge, and are held open with a locking door stay. • Overhead cabinets to have one adjustable shelf per door (24" high and taller cabinets only) - locked in place to your selected height. Shelves are formed from a single sheet of 0.064" mill finish aluminum, with 1 1/8" hemmed edges.
9.02	7	Dry erase writing surface on overhead cabinet door.
9.03	6	LED strip light under overhead cabinet, #16070056 (or current model).
9.04		Countertops shall be covered in 0.040" <i>Wilsonart</i> laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
9.05		Closet shelves shall be infinitely adjustable using mini B-line track and hardware.
9.06	4	Aluminum box pan shelf, located as shown on drawing.
9.07		120/240Vac Control Center, 12Vdc power panels, master disconnect switch and auto resetting breakers shall be located in console located as shown on drawing.
10.00		HVAC SYSTEM:
10.01	1	<i>Fan-tastic Vent</i> model 4000 R (or current model) 3-speed reversible 12" power roof ventilator. SS STYLE MOUNTING.
10.02	2	<p><i>Coleman Polar Mach</i> 9200 series low profile air conditioner. Includes:</p> <ul style="list-style-type: none"> • 9223-C876 13,500 nominal BTU air conditioner with condensate pump. • 9330-B715 Ceiling Assembly with 5,600 BTU heat strip
11.00		120/240VAC ELECTRICAL SYSTEM:
11.01	1	<p><i>Onan</i> Commercial QG 7000 7kW 120 volt AC generator HGJAE (or current model) mounted in custom fabricated all aluminum compartment. Product features:</p> <ul style="list-style-type: none"> • Sound rating at 10 ft (3 m) full load: 70 dB(A) • <i>Cummins Onan</i> OHV engine • Overspeed/underspeed protection • Fuel consumption is as follows: 50% load = 0.73 GPH, full load = 1.22 GPH <p>Compartment shall be constructed to the following specifications:</p> <ul style="list-style-type: none"> • Compartment shall be constructed from 0.187" aluminum with all welded seams. • Compartment shall have 0.125" aluminum 2" box pan doors and 0.125" aluminum frames. • Door frames shall be riveted to the body and welded to the compartments. • Doors shall have stainless steel hinges attached to the doors and door frames with stainless machine screws. • Doors shall have slam latches and flush mounted handles. • Doors shall have 0.125" perforated aluminum panels on interior surfaces. • Doors shall be held open in a 90° position with gas charged lift/support cylinders. • Doors shall be sealed with industrial grade neoprene gasket. • Compartment shall have internal lighting when door is open.



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Item	Qty	
11.02	1	Hardwired Transient Voltage Surge Suppressor (TVSS) protection for entire AC power system, # 17120001 (or current model). Product features: <ul style="list-style-type: none"> • Tested to 25,000 Amps Fault Current per NEC Article 285 • UL US listed: UL1449 2nd Edition • NEMA 4 plastic enclosure: 6.28"(H) x 4.18"(W) x 3.33"(D) • 2 Green LED indicators, one for each line • Red LED indicator for reduced or lost protection
11.03	1	60A-120/240Vac control panel with six (6) AC Breakers with 60A Gen/Shore Selector & meter (15140129)
11.04		120Vac auxiliary control panels as required with UL listed magnetic/hydraulic circuit breakers and amber LED indicators.
11.05	1	<i>Kussmaul</i> Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord.
11.06	7	Specification grade 20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment.
11.07	2	Specification grade 20A-125Vac exterior GFCI duplex receptacle with weatherproof PVC cover. GFCI receptacles will be wired in pairs to 20A circuit breakers located in the 120Vac electrical load distribution center.
11.08		120/240VAC WIRING REQUIREMENTS: <ul style="list-style-type: none"> • All 120/240Vac main wiring shall be stranded THHN wire and run in non-metallic <i>Carlton</i> Carflex liquid tight conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
12.00		12VDC ELECTRICAL SYSTEM:
12.01		<ul style="list-style-type: none"> • Two (2) 6Vdc Absorbed Glass Mat (AGM) batteries. Batteries shall be installed underbody in slide out weather resistant aluminum compartment. Compartment shall have box pan door with slam latch, flush mount handle, key lock and <i>Kwikkee</i> heavy-duty slide assembly. The batteries will be separated from the chassis batteries for auxiliary equipment. • Two (2) electronic converter/chargers, 60 amp minimum output each. Converter/charger features: <ul style="list-style-type: none"> • Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection. • One (1) master disconnect switch to control the auxiliary battery systems. • 12Vdc control panel with seven (7) UL listed magnetic/hydraulic circuit breakers with red LED indicators, 12Vdc digital voltmeter, and 12Vdc low voltage alarm. • 12Vdc auxiliary panels with UL listed magnetic/hydraulic circuit breakers as required.
12.02	1	Dual Auxiliary Battery Disconnect System # 71010074 (or current model). Enables auxiliary battery disconnect to be activated from cab or load space area.
12.03	5	Ceiling lights shall be, Orion 6" LED, neutral white with polished bezel.
12.04	5	Light, Orion 6" LED, neutral white / red with polished bezel.
12.05	5	<i>Whelen</i> 810 Series white quartz halogen scene light with 8-32° optics, model number 810CA0ZR (or current model).
12.06	1	<i>Whelen</i> 295HFSA5 siren with 9 low current lighting control switches.
12.07	1	<i>Whelen</i> SA315P (or current model, 19240082) high performance, multi-port 100 watt speaker with bumper mount SAK41 driver's side (19150506).
13.00		12VDC EMERGENCY LIGHTING:



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Item	Qty	
13.01	3	Whelen TIR3 series Super-LED lighthouse with internal flasher, red LED's with clear outer lens, model RSR03ZCR (or current model). Includes chrome flange RFLANGEC (or current model). Located as shown on drawing.
13.02	3	Whelen TIR3 series Super-LED lighthouse with internal flasher, blue LED's with clear outer lens, model RSB03ZCR (or current model). Includes chrome flange RFLANGEC (or current model). Located as shown on drawing.
13.03	2	Whelen 600 series Linear Super-LED lighthouse with internal flasher, red LED's with clear outer lens, model 60R02FCR (or current model). Includes chrome flange 6EFLANGE (or current model). Located as shown on drawing.
13.04	2	Whelen 600 series Linear Super-LED lighthouse with internal flasher, blue LED's with clear outer lens, model 60B02FCR (or current model). Includes chrome flange 6EFLANGE (or current model). Located as shown on drawing.
13.05		<p>12VDC WIRING REQUIREMENTS:</p> <ul style="list-style-type: none"> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels.
		<ul style="list-style-type: none"> • All added wiring for load runs shall be AWG 8, 10, 12, 14 and 18 and must conform to MIL-W-16878F. • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties.
		<ul style="list-style-type: none"> • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
14.00		AUDIO/VIDEO:
14.01	3	Samsung 32" Class (31.5" Diag.) LED-backlit LCD TV - UN32EH5300 with 400mm wall mount bracket. Product features: <ul style="list-style-type: none"> • 1920 x 1080 Native resolution, 1080p resolution • DTV Tuner/Digital Cable Tuner/Analog Tuner • Down Firing + Full Range 10Wx2 speakers • Dimensions: 29.1"(W) x 17.5"(H) x 3.7"(D)
14.02	1	Weatherproof exterior access door to view LCD monitor. Door to be constructed from 0.125" aluminum with all welded seams and hinged at the top. Includes gas charged lift support and locking latch.



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Item	Qty	
14.03	1	<i>Honeywell/Sperian</i> HRGX81 H.264 8-Channel Performance Series DVR (or current model). Product features: <ul style="list-style-type: none"> • 1TB DVR with 960H Real-Time Recording • H.264 Video Compression • Dual Streaming Supported • Manual/Continuous/Event Recording • HDMI/GA/BNC Video Outputs • Expandable Storage up to 2 SATA HDD
14.04	1	<i>Middle Atlantic</i> rack mount kit (for DVRs, DVD players, VCR/DVD combination units, and DSS receivers).
14.05	1	JACK® Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter.(19070301) No crank up, two TV outputs, built in Amplifier and 360deg rotation for improved reception.
14.06	1	RDL EZ-HDA6 Stereo Headphone Distribution Amp - 1X6 Rear-Panel Outputs (or current model). Features: <ul style="list-style-type: none"> •One Stereo Input to Six Stereo Outputs •Unbalanced Inputs on Rear Panel •Input on MINI, 1/4" (6.3 mm) or RCA Jacks •LOOP OUT Jack for 1/4" (6.3 mm) Input •1/4" (6.3 mm) Headphone Outputs on Rear Panel •Front-Panel LEVEL Control for Each Output
14.07	5	1/4" (6.3 mm) Headphone Jacks
14.08	1	Install customer supplied HNT speaker. Install switch to be able to turn speaker on and off.
14.09		All RF cable for DSS antenna systems (when specified) shall be Belden #9116 series 6 broadband coaxial cable. All other video cabling shall be Belden #1505A RG-59/U precision video cable.
15.00		MAST AND MAST MOUNTED EQUIPMENT:
15.01	1	Make installation provisions for customer installed 25' mast on rear of vehicle. Includes: <ul style="list-style-type: none"> • <i>Carlton</i> Carflex ENT conduit routed from mast location to equipment rack cabinet for mast controller and camera wiring (mast controller and camera not included). • Mast internal support structure. • Receptacle for mast compressor on dedicated circuit (compressor not included). • Air line routed from compressor to mast location.
16.00		RADIOS:
16.01		12Vdc power leads for communications radios to be 8-gauge copper stranded wire with crimp-on end connectors. Power to radios to be controlled by auxiliary master disconnect switch.
16.02	1	Prewire and make installation provisions for dual head communications radio. Installation includes: <ul style="list-style-type: none"> • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in <i>Carlton</i> Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. • Run one (1) spare control head cable to customer specified location.
16.03	1	Motorola control head cable - 30'
16.04		Install hinged panels under countertops to conceal radio transceivers where applicable.
17.00		COMPUTER NETWORK AND EQUIPMENT:
17.01	1	<i>Middle Atlantic</i> RK4 (or current model) four space rack enclosure.



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Item	Qty	
17.02	1	Sierra Wireless AirLink GX440 (with Wi-Fi Card) commercial 4G router secure broadband connection in motion <ul style="list-style-type: none"> • Routing • Security: Onboard IPsec SSL VPN Client • Embedded intelligence • USB on-the-go • Expansion Slot • Two (2) Antenna (19230277) • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to transceiver location in Carlon Carflex ENT conduit.
18.00		MISCELLANEOUS ELECTRONICS:
18.01	1	Direct-Link Bridge Series Video Throw Phone System with Tactical Remote Unit (TRU) Kit, FieldWatch™ TRU XL Kit, Forward Tactical Position (FTP™) Junction & Video Multiplexer Kit, Item number DLB-2TRU-FTP-XL
18.02	1	Direct-Link Type I- CRVIP for Bridge
18.03	2	Hanney model AVC 16-10-11-DE manual cord reel for throw phone cable.
18.04	3	Hanney model AVC 16-14-16-DE manual cord reel for throw phone cable.
18.05	1	Cast Products EB00013-1 (or current model) cast aluminum box with key lock. The rear of the box will be removed to allow cables to be passed into the vehicle.
19.00		EXTERIOR STORAGE COMPARTMENTS:
19.01	2	Single door underbody storage compartment with approximate interior dimensions 15" high x up to 48" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
19.02		<p>Compartments will be constructed to the following specifications:</p> <ul style="list-style-type: none"> • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have a dome light that illuminates when the door is opened. <p>Compartment doors will be constructed to the following specifications:</p> <ul style="list-style-type: none"> • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All horizontally hinged doors shall be held open in a 120° position with gas charged lift/support cylinders. • All doors shall be sealed with industrial grade neoprene gasket.
20.00		AWNING:
20.01	1	Dometic Weather Pro Awning 15' Cadet Grey acrylic (other colors available on request) electric awning with the following features: <ul style="list-style-type: none"> • Solid-state sensor automatically closes awning after detecting sustained winds • Exclusive Knee-Action Design prevents damage from sudden wind gusts • Heavy duty motor is fully contained in the roller tube, self-locks awning in travel position • Unique spring-arm mechanism automatically dumps accumulating rain water
21.00		MISCELLANEOUS ITEMS:
21.01	2	5 pound dry chemical fire extinguishers.
21.02	2	First Alert 9-volt combination Carbon Monoxide and Smoke alarms.
22.00		MANUALS:



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Item	Qty	
22.01	1	<p>Complete manual set, including the following:</p> <ul style="list-style-type: none"> • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram. • Warranty and Return Authorization procedures. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
23.00		<p>MISCELLANEOUS:</p>
		<p><i>Note:</i> Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as <i>manufacture</i> supplied. These items include, but are not limited to:</p> <ul style="list-style-type: none"> • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. <p>In the event of a discrepancy between the drawing and specification, the specification will supersede. Manufacture reserves the right to make substitutions of equal quality and specifications of those listed in this document.</p>



Legislation Description

File #: 15-748, Version: 1

RESOLUTION 5041: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX POLICE DEPARTMENT FOR PARTICIPATION IN THE ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the Phoenix Police Department (PPD) for participation in the Arizona Internet Crimes Against Children (ICAC) Task Force.

Background

The PPD is the recipient of a United States Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention grant to enforce laws regarding internet crimes against children. PPD utilizes this grant for the purpose of administering and operating an ICAC Task Force in Arizona. PPD manages the Task Force and is the primary grantee for funding. The Glendale Police Department (GPD) has been involved with the Arizona ICAC Task Force for many years and has been receiving ICAC sub-grant awards, funded by the United States Department of Justice, to enhance the ability of the police department to investigate and prosecute offenders of internet crimes against children.

The GPD reviews an average of 60 cyber tips from Arizona ICAC a year. These tips are investigated when substantial information is provided or exists that requires further research and examination. Many of these investigations lead to successful prosecution. The GPD submits quarterly reports to the Arizona ICAC on the cases that have been reviewed and investigated. The partnership with the Arizona ICAC Task Force provides sub-grant funding for the purpose of purchasing necessary equipment needed to properly investigate internet crimes against children, as well as providing free training to investigators, and equipment in some cases.

There is no requirement to provide a member of GPD personnel for the Arizona ICAC Task Force; however, assistance may be requested from GPD on search warrants being served by other Arizona ICAC member agencies. A formal IGA is necessary in order for GPD to continue to be recognized as an affiliate agency and continue to receive ICAC support and sub-grant funding.

Analysis

The purpose of the IGA is to memorialize the agreement between parties to work together to assist the Arizona ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the internet to seek children as sexual victims. If approved, this IGA shall become effective upon the date of the last

signature of the executing parties and will remain in effect for two (2) years. The IGA shall automatically renew itself for two (2) year periods upon agreement of both parties, and will not exceed three (3) renewals.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

RESOLUTION NO. 5041 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 PHOENIX POLICE DEPARTMENT FOR PARTICIPATION IN THE ARIZONA INTERNET CRIMES AGAINST CHILDREN (ICAC) TASK FORCE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement between the Glendale Police Department and the Phoenix Police Department for participation in the Arizona Internet Crimes Against Children (ICAC) Task Force be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary to effectuate said agreement on behalf of the Glendale Police Department.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Intergovernmental Agreement

Between

Phoenix Police Department (Primary Grantee) / Arizona ICAC Task Force

and

Glendale Police Department

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into between the City of Phoenix, through the Phoenix Police Department (“PPD” or “Primary Grantee”), and Glendale Police Department (“Affiliate”).

I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) § §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force (“ICAC Task Force”), is the recipient of a United States Department of Justice (“DOJ”), Office of Justice Program (“OJP”), Office of Juvenile Justice and Delinquency Prevention (“OJJDP”) grant to enforce laws regarding Internet crimes against children (“ICAC”), and utilizes this grant for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this Interagency Governmental Agreement (“IGA”) are known as an “Affiliate” agency. Any agency entering into this IGA becomes an affiliate of the ICAC Task Force.

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of Project Safe Childhood, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance.

1.4 Whereas OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the development of an

effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses;
- (4) Enhance the nationwide response to ICAC offenses; and
- (5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

II. PURPOSE

2.1 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 Additionally, this IGA defines the responsibilities of the affiliate agency with the ICAC Task Force.

III. RESPONSIBILITIES

3.1 Affiliated ICAC Task Forces may include investigators, supervisors or prosecutors from various local state, and federal law enforcement agencies who provide assistance subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

- (1) Conduct undercover ICAC investigations; and
- (2) Conduct reactive investigations for which venue lies within the agency's Jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CYBERTIP referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations,
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating proactive investigations, and
- (3) ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards (attached).

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The affiliate agency agrees to use the guidelines in the ICAC Investigative Standards to prioritize cases.

3.9 An additional secondary role of the affiliate agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

IV. DURATION AND TERMINATION

4.1 This IGA shall become effective upon the date of the last signature of the executing parties. This IGA will remain in effect for two (2) years after the agreement becomes effective, and shall automatically renew itself for two (2) year periods not exceed three renewals, unless the agreement is terminated in writing by either party upon thirty day notice.

4.2 Violation of the ICAC operational standards is cause for cancellation of affiliate agency's affiliation with OJJDP.

V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this Agreement.

Each party, in all instances, shall be indemnified against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this Agreement by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.4 Binding effect. All terms, provisions and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

5.5 Severability. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.6 Governing law. This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.7 Modification. This Agreement may be modified only by mutual written agreement of the parties.

VI. SPECIAL PROVISIONS

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its' affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

- (1) Reflect the seriousness of the offense,
- (2) Promote respect for the law,
- (3) Provide just punishment for the offense,
- (4) Afford adequate deterrence to criminal conduct,
- (5) Protect the public from further crimes of the defendant, and
- (6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The affiliated agency will provide monthly reports to the Phoenix PD / ICAC Task Force on the prescribed form.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been or will be referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities including screen names, age, or sex of undercover personas unless authorized and mandated by public record law or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Equipment. Equipment bought on a sub-grant application will remain the property of the affiliate agency and is being loaned to the affiliate agency for use in Internet crimes against children investigations. The equipment must be made available by the affiliate agency for inspection by the AZ ICAC, the Department of Justice, or a representative of the ICAC Board of Director's anytime requested.

The equipment must be maintained in accordance with the equipment inventory policies of the affiliate agency. The future disposition of the equipment will be tracked by the AZ ICAC detail in the event that there is an audit of our purchases by the Department of Justice.

If at some future time the equipment is not serviceable or no longer useful to the affiliate agency, it is requested that the affiliate agency dispose of the items in a manner consistent with official policies and/or Federal laws concerning the proper disposition of government policy.

6.8 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically

provided in this Agreement, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information, or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed, or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this agreement is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the Agreement.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.9 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

IN WITNESS WHEREOF, the parties enter into this Agreement:

**City of Phoenix,
An Arizona Municipal Corporation
(Primary Grantee)**

**City of Glendale,
An Arizona Municipal Corporation
(Affiliate)**

Joseph G. Yahner Date
Police Chief
Phoenix Police Department

Richard A. Bowers Date
Acting City Manager

ATTEST:

ATTEST:

Cris Meyer
City Clerk

City Clerk (SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Acting City Attorney

City Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), 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.

City of Phoenix (Primary Grantee)

City of Glendale (Affiliate)

Signature

Signature

Sandra Hunter, Asst. Chief Counsel

Michael D. Bailey, City Attorney

Printed name, title

Printed name, title

Date

Date



Legislation Description

File #: 15-753, Version: 1

RESOLUTION 5042: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES FOR REIMBURSEMENT OF COSTS ASSOCIATED WITH THE TASK FORCE

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City of Glendale Police Chief to enter into a memorandum of agreement (MOA) with the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for reimbursement of overtime salary costs associated with the ATF Task Force.

Background

The ATF is a law enforcement agency in the U.S. Department of Justice that protects communities from violent criminals, criminal organizations, the illegal use and trafficking of firearms, the illegal use and storage of explosives, acts of arson and bombings, acts of terrorism, and the illegal diversion of alcohol and tobacco products. The ATF partners with communities, industries, law enforcement, and public safety agencies to safeguard the public through information sharing, training, research and the use of technology.

The Glendale Police Department (GPD) has had an MOA (C-7688) in place with ATF since 2011. Conditions of the MOA state the GPD shall assist ATF in investigations of federal, state, and local laws. The GPD currently assists the ATF Task Force on an as-needed basis, during local gun shows, and in various work details within the City of Glendale. The MOA provides for reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the GPD in providing resources to assist the ATF. The partnership with ATF promotes close cooperation between the agencies and enhances information sharing.

Analysis

The previous MOA has come to the end of its term and a new MOA is necessary in order for the continued reimbursement of overtime salary costs associated with the ATF Task Force. If approved, the new MOA will be effective with the signatures of all parties and will terminate at the close of business on September 30, 2020. Without this MOA, the city would be responsible for the overtime expenses incurred. Staff is requesting that Council adopt the proposed resolution, which will authorize the City of Glendale Police Chief to enter into the new MOA.

Previous Related Council Action

File #: 15-753, Version: 1

On May 10, 2011, Council adopted a resolution (No. 4478 New Series) authorizing the Police Chief to enter into an MOA with the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives.

Budget and Financial Impacts

There is no cost to the city to enter into this MOA.

RESOLUTION NO. 5042 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO A MEMORANDUM OF AGREEMENT (MOA) WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF) FOR THE REIMBURSEMENT OF OVERTIME SALARY COSTS ASSOCIATED WITH THE ATF TASK FORCE BY GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Memorandum of Agreement (MOA) with the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for the reimbursement of overtime salary costs associated with the ATF Task Force by the Glendale Police Department be entered into, which MOA is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Council hereby authorizes and directs the Glendale Police Chief, Debora Black, to execute and deliver any and all necessary documents on behalf of the Glendale Police Department to effectuate this MOA.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager



U.S. Department of Justice

**Bureau of Alcohol, Tobacco,
Firearms and Explosives**

*Washington, DC 20226
www.atf.gov*

MEMORANDUM OF AGREEMENT

**Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives
and
Glendale Police Department
for
Reimbursement of Overtime Salary Costs
associated with
ATF TASK FORCE**

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Glendale Police Department for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Glendale Police Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective with the signatures of all parties and terminates at the close of business on September 30, 2020, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Asset Forfeiture Fund, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Justice law enforcement agency.

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 31, U.S.C., Section 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Federal law enforcement agency.

If available, the funding for fiscal years 2016, 2017, 2018, 2019 and 2020 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both the Glendale Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: ATF TASK FORCE

V. CONDITIONS AND PROCEDURES

- A. The Glendale Police Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Glendale Police Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Glendale Police Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Glendale Police Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.

- C. The Glendale Police Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: Larry Bettendorf, 201 E. Washington Street, Suite 940, Phoenix, AZ 85004.

- D. The Glendale Police Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.

- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Glendale Police Department and submitted to ATF field office for signature and verification of the invoice.

- F. The Glendale Police Department will submit all requests for reimbursable payments, together with the appropriate documentation to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.

(1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.

(2) No waivers or extensions will be granted or honored. The Glendale Police Department will submit the request for reimbursement via fax, email or mail to the following address:

ATF, ATTN: Larry Bettendorf, 201 E. Washington Street, Suite 940, Phoenix, AZ 85004.

- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Glendale Police Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

- H. The Glendale Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO/Special Deputy or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.
- K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.
- L. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.
- M. This document (MOA) does not obligate funds. Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

VI. PROGRAM AUDIT

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Glendale Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VIII. NO PRIVATE RIGHT CREATED

This is an internal Government agreement between ATF and the Glendale Police Department and is not intended to confer any right or benefit to any private person or party.

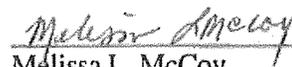
Debora Black
Police Chief
Glendale Police Department

Date: _____



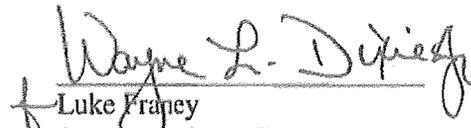
Thomas Atteberry
Special Agent in Charge
Phoenix Field Division
ATF

Date: _____



Melissa L. McCoy
Deputy Chief Financial Officer
Office of Management
ATF

Date: 10/15/2015



Luke Franey
Deputy Assistant Director (West)
Field Operations
ATF

Date: 10/15/15



Legislation Description

File #: 15-752, Version: 1

RESOLUTION 5043: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into Amendment No. 2 to the intergovernmental agreement (IGA) for Community Action Program (CAP) funding and operations.

Background

The CAP provides direct services to low and moderate income Glendale residents. Services include energy assistance payments and crisis assistance for families, which includes homeless assistance, rent and mortgage subsidies.

Currently, CAP is being operated through an intergovernmental agreement with the State of Arizona Department of Economic Security (DES). This has been in effect since July 1, 2015 when the State of Arizona designated the City of Glendale, as an official Community Action Agency, enabling the City to provide direct assistance to low and moderate-income residents. Under this agreement, DES provides approximately \$1 million each year for the provision of CAP services while the City provides a general fund "match" of \$8,569 and various in-kind contributions such as office space and related utilities and custodial services.

This amendment will result in funding changes to the current DES contract with the City. The first change is an increase in funding of \$15,724 for Case Management services. The second is an increase in funding of \$33,667 for Community Services. This increase in funding will provide approximately 29 additional Glendale residents with Low Income Home Energy Assistance. This amendment will also, at the discretion of the department, allow the coordination and provision of emergency assistance outside the City of Glendale, if needed by the state. Even so, it will not impact the scope or function of CAP, and will not result in any added costs to the City. This amendment changes the annual funding between DES and the City of Glendale from \$1,026,458 to \$1,075,849 for the contract period of July 1, 2015 through June 30, 2016.

Analysis

On average, the City of Glendale CAP provides direct assistance to approximately 4,000 persons each year. The individuals are all in the "low" to "extremely low" income category and typically use CAP services at their most urgent moment of need (i.e. - food, shelter, medical emergency). Of those assisted, approximately 46 % are under 18 years of age, 33% are disabled or have a medical condition, and 13% are 65 years of age or older.

If not for the assistance of the CAP, many of these individuals would be vulnerable to becoming homeless and/or have no opportunity to receive local assistance.

If approved by Council, the DES Amendment No. 2 will allow the City to continue contracting with DES and provide CAP services to Glendale residents. Per terms of the contract, the new funding allocation to the City for the provision of CAP services is \$1,075,849 for the period of July 1, 2015 - June 30, 2016.

Previous Related Council Action

On May 26, 2015 a five year IGA between the City and DES for CAP operations was approved by City Council, in addition to approving the annual operating budget of the CAP for the same time period. The most recent IGA Amendment No. 1 was approved by Council at the September 22, 2015 meeting.

Community Benefit/Public Involvement

The CAP is designed to provide responsible and efficient support services that foster self-sufficiency and emotional stability when individuals or families are experiencing a financial hardship or major life crisis. These programs and services are reviewed on an ongoing basis by the 13-member Community Development Advisory Committee (CDAC), which is appointed by City Council. This item was reviewed and approved by the CDAC at its November 19, 2015 regular meeting.

Budget and Financial Impacts

With the exception of the annual General Fund Match and minor in-kind services, the CAP program is entirely funded through an annual entitlement grant from DES.

Cost	Fund-Department-Account
\$1,075,849	Fund 1820, Departments 32050, 32055, 32056, 32057, 32060, various expenditure accounts

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5043 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 2 to the Intergovernmental Agreement (Contract ID Number ADES15-089114) between the City of Glendale and the Arizona Department of Economic Security for Community Action Program funding be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

**Intergovernmental Agreement
CONTRACT AMENDMENT**

<p>1. CONTRACTOR <i>(Name and address)</i></p> <p style="text-align: center;">City of Glendale 5850 W. Glendale Ave. Glendale, Arizona 85301</p>	<p>2. CONTRACT ID NUMBER</p> <p style="text-align: center;">ADES15-089114</p> <hr/> <p>3. AMENDMENT NUMBER</p> <p style="text-align: center;">Two (2)</p>
<p>4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT</p> <p>Pursuant to the Terms and Conditions, Amendments or Modifications section and Levels of Service section, the purpose of this amendment is to:</p> <p>Funding for the contract period July 1, 2015 through June 30, 2016:</p> <p>The reimbursement ceiling for the service Case Management is increased from \$847,444 to \$863,168. This is an increase of \$15,724.</p> <p>The reimbursement ceiling for the service Community Services is increased from \$179,014 to \$212,681. This is an increase of \$33,667.</p> <p>The cumulative reimbursement ceiling for the contract period July 1, 2015 through June 30, 2016 is \$1,075,849.</p> <p>Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.</p> <p>ADD Terms and Conditions, Levels of Service, section 32.7 A Contractor may request, and the Department may approve, the coordination and provision of emergency assistance outside the designated geographic service area for a specified timeframe. No amendment to the contract shall be required.</p>	
<p>5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.</p>	
<p>6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY</p> <p>SIGNATURE OF AUTHORIZED INDIVIDUAL</p> <hr/> <p>TYPED NAME Pam Giroux</p> <p>TITLE Procurement Manager</p> <p>DATE</p>	<p>7. NAME OF CONTRACTOR City of Glendale</p> <p>SIGNATURE OF AUTHORIZED INDIVIDUAL</p> <hr/> <p>TYPED NAME</p> <p>TITLE</p> <p>DATE</p>
<p>IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.</p>	
<p>ARIZONA ATTORNEY GENERAL'S OFFICE</p> <p>BY:</p> <p>ASSISTANT ATTORNEY GENERAL</p> <hr/> <p>DATE:</p>	<p>BY:</p> <p>PUBLIC AGENCY LEGAL COUNSEL</p> <hr/> <p>DATE:</p>



Legislation Description

File #: 15-743, **Version:** 1

RESOLUTION 5044: APPROVAL OF THE GLENDALE TRANSIT TITLE VI IMPLEMENTATION PLAN

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 Acting City Manager to adopt and implement a Title VI Implementation Plan for transit services, as required by the Federal Transit Administration (FTA).

Background

As a sub-recipient of grant funds from the FTA, the City of Glendale is required to comply with Title VI of the Civil Rights Act of 1964, which requires that “no person shall, on the grounds of race, color, national origin or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.” These assurances pertain to the transit services that Glendale Transit directly operates, including the Glendale Urban Shuttle (GUS) circulator, Glendale Dial-A-Ride and paratransit service provided to disabled passengers in accordance with the Americans with Disabilities Act (ADA).

Pursuant to FTA Circular 4702.1B, *Title VI Guidelines for FTA Recipients*, Glendale Transit must prepare and approve, at least every three years, a Title VI Program Update, which is completed in collaboration with the City of Phoenix and Valley Metro. As the designated recipient, the City of Phoenix is responsible for submitting the Region’s Title VI plan to the FTA. The City of Phoenix is also responsible for the oversight of all sub-recipients’ Title VI programs to ensure compliance with FTA guidelines. Glendale Transit is responsible for the oversight of Glendale’s Title VI program and will ensure full compliance with Title VI nondiscrimination program requirements.

Prior to these new FTA guidelines, sub-recipients were included in the designated recipient’s Title VI program, and were not required to adopt and implement their own program. In addition to implementing a Title VI program, this new guidance requires all recipients to submit their Title VI programs to their governing bodies for approval every three years.

Analysis

The Title VI Program Update includes several compliance areas. Major categories include complaint procedures, public participation, language assistance and non-elected committee membership. Under this plan, the city assures that every effort will be made to prevent discrimination in all areas of transit services.

Ensuring fair and equitable access to transit service is a key priority for Glendale Transit, as mobility is a quality-of-life issue for residents and visitors. This plan update provides guidelines to ensure service is

planned, developed and implemented in a nondiscriminatory manner. Furthermore, the city will take reasonable steps to provide meaningful access to services for persons with limited English proficiency, as outlined in the Language Assistance Plan portion of the Title VI Implementation Plan.

Community Benefit/Public Involvement

The Transportation Division is engaging the public in its planning and decision-making processes, as well as marketing and outreach activities. The public is invited to participate in the process through public events, meetings and surveys.

As part of the plan update requirements, there will be notices and information pertaining to the Title VI Implementation Plan posted on Transit's webpage at www.glendaleaz.com/transit <<http://www.glendaleaz.com/transit>>.

Budget and Financial Impacts

There are no budget impacts with this action. However, failure to comply with the FTA's Title VI guidelines could jeopardize the city's qualification for future FTA funding.

RESOLUTION NO. 5044 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE GLENDALE TRANSIT TITLE VI IMPLEMENTATION PLAN.

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

SECTION 1. That the Glendale Transit Title VI Implementation Plan is hereby approved and is incorporated herein by this reference. Three copies of the Glendale Transit Title VI Implementation Plan 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 _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

Title VI Implementation Plan

November 24, 2015



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Title VI Policy Statement

The City of Glendale Transit policy assures full compliance with Title VI of the Civil Rights act of 1964, the Restoration Act of 1987, section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and related statutes and regulations in all programs and activities. Title VI states that “no person shall on the grounds of race, color, national origin, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination” under any City of Glendale Transit sponsored program or activity. There is no distinction between the sources of funding.

City of Glendale Transit also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. Furthermore, City of Glendale will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

As a sub-recipient of Federal-aid funds from another entity/person, City of Glendale Transit will ensure full compliance with Title VI Nondiscrimination Program requirements. Glendale Transit will oversee and implement FTA Title VI requirements.

Richard A. Bowers, Acting City Manager

Title VI Notice to the Public

Notifying the Public of Rights Under Title VI City of Glendale Transit

The City of Glendale Transit operates its programs and services without regard to race, color, national origin or disability in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA). Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Glendale's transit services contractor, Valley Metro Customer Service Care center.

For more information on the City of Glendale's civil rights program, and the procedures to file a complaint, contact 602-253-5000, (TTY 602-251-2039); email csr@valleymetro.org; or visit the administrative office at 4600 E. Washington St., Suite 101, Phoenix, AZ 85034. For more information, visit www.ValleyMetro.org

A complainant may file a complaint directly with the City of Phoenix Public Transit Department or the Federal Transit Administration (FTA) by filing a complaint directly with the corresponding offices of Civil Rights: **City of Phoenix Public Transit Department:** ATTN: Kristy Ruiz, Title VI/ADA Coordinator, 302 N. 1st Ave., Suite 900, Phoenix AZ 85003 **FTA:** ATTN: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590

If information is needed in another language, contact Valley Metro at 602-253-5000. Para información en Español llame a: Kristy Ruiz, Title VI/ADA Coordinator, City of Phoenix, 602-495-0579 or kristy.ruiz@phoenix.gov

The above notice is posted in the following locations: City of Glendale Transit, 6210 W. Myrtle Ave., Building S., Glendale, AZ 85301 and City of Glendale Transportation Administration, 6210 W. Myrtle Ave., Suite 112, Glendale, AZ 85301

This notice is posted online at www.GlendaleAZ.com/Transit

Title VI Notice to the Public -Spanish

Aviso al Público Sobre los Derechos Bajo el Título VI La Ciudad de Glendale

La Ciudad de Glendale (*y sus subcontratistas, si cualquiera*) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964, Sección 504 de la Ley de Rehabilitación de 1973 y La Ley de ciudadanos Americanos con Discapacidades de 1990 (ADA). El nivel y la calidad de servicios de transporte serán proveídos sin consideración a su raza, color, o país de origen.

Para obtener más información sobre el programa de derechos civiles de la Ciudad de Glendale y los procedimientos para presentar una queja, contacte Servicio al Cliente de Valley Metro, 602-253-5000, (TTY 602-251-2039); o visite la oficina administrativa en 4600 E. Washington, St. Suite 101. Para obtener más información, visite www.ValleyMetro.org

También se puede presentar una queja directamente con el departamento de Transporte Público de la Municipalidad de Phoenix o Administración Federal de Tránsito (FTA) mediante la presentación de una queja directamente con las oficinas correspondientes de Civil Rights: City of Phoenix Public Transit Department: ATTN: Kristy Ruiz, Title VI/ADA Coordinator 302 N. 1st Ave., Suite 900, Phoenix AZ 85003 FTA: ATTN Title VI Program Coordinator, East Building, 5th Floor – TCR 1200 New Jersey Ave., SE Washington DC 20590

The above notice is posted in the following locations: City of Glendale Transit, 6210 W. Myrtle Ave., Building S., Glendale, AZ 85301 and City of Glendale Transportation Administration, 6210 W. Myrtle Ave., Suite 112, Glendale, AZ 85301

This notice is posted online at www.GlendaleAZ.com/Transit

Title VI Complaint Procedures

The City of Glendale contracts with City of Phoenix and Valley Metro to provide fixed route transit service in Glendale. Glendale Transit directly operates and provides Dial-A-Ride (ADA and demand) along with circulator (GUS bus) service in Glendale. The City, along with the rest of the region, relies on Valley Metro customer service to process and investigate Title VI complaints for fixed route service. Glendale Transit staff investigates Title VI complaints for dial-a-ride and GUS bus services after they have been processed by Valley Metro. Glendale Dial-A-Ride and GUS bus services operated by the City have not received any Title VI complaints since 2012. See below for the Valley Metro Title VI Complaint Procedures used by all service providers to investigate these complaints.

TITLE VI COMPLAINT PROCEDURES

Any person who believes she or he have been discriminated against on the basis of race, color, or national origin by Valley Metro or our transit service provider may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form[1] or by calling Valley Metro's Customer Service. All complaints are logged into Valley Metro's Customer Assistance System (CAS) and will be investigated according to federal standards.

Valley Metro's Title VI Complaint Form (English and Spanish) is located on our website: (http://www.valleymetro.org/about_valleymetro/civil_rights_policy_statement). The form is available in both English and Spanish. Complaints can also be filed by contacting Valley Metro's Customer Service at:

Email: csr@valleymetro.org

Phone: (602) 253-5000

TTY: (602) 251-2039

Valley Metro has 30 days to investigate each complaint. If more information is needed to resolve the case, Valley Metro may contact the complainant. Following the investigation of the complaint, a possibility of two letters will be sent to the complainant: a closure letter or a letter of finding. A closure letter states that there was not a Title VI violation; therefore, the case will be closed. A letter of finding states that there was a Title VI violation and explains what corrective action will be taken to remedy the situation. A complainant can appeal the decision within 60 days of receiving the letter. All appeals must be submitted to Valley Metro Customer Service.

PROCEDURES FOR TRACKING AND INVESTIGATING TITLE VI COMPLAINTS

TRACKING

- Complaint comes in and is logged into the CAS system.
- The Customer Service Administrator sends the complaint to the cities/transit provider for investigation and documentation within 24 hours.
- Complaint is returned to the Customer Service Administrator to ensure the information is complete and closes the complaint.
- Each cities administrator audits the complaints as well to ensure they meet the guidelines for Title VI.
- The administrator reviews an outstanding weekly report identifying outstanding complaints. During the review process the administrator will send out notifications to the agency and a copy to the relevant city to remind the entity that the complaint is not yet resolved or closed out. This process is reinitiated each week to ensure timely compliance.
- The administrator audits all completed Title VI complaints to check for accuracy and will have complaint reopened by Customer Service administrator and sent back if not completed accurately.

INVESTIGATING

Each documented Title VI investigative report must address each of the “Seven Federal Investigative” steps found in 28 CFR, Part 35 and FTA Circular 4702.IA. The seven steps are as follows:

STEP ONE: Summary of the complaint

- Completed by the Regional Services Customer Relations staff

STEP TWO: Statement of issues

- List every issue derived from the complaint summary
- Include questions raised by each issue
 - Who?
 - What?
 - When?
 - Where?
 - How?
- Add new issues that surface during investigation
- Final list of issues becomes outline for investigation

STEP THREE: Respondent's reply to each issue

- Obtain information from each respondent, listen to each tape, and review each document
- All staff will document information collected in the customer contact (respondent area).
- After all respondent information is documented
 - Complete the documentation (remaining steps)
 - Determine the action taken
 - Follow up with the customer.

Note: "Respondent" is not confined to the transit vehicle operator. "Respondent" is defined as **any** source of information that can contribute to the investigation, such as:

- Operator (Interview / History)
- Radio/Dispatch/OCC reports
- GPS tracking software & programs
- Maintenance (Staff / Records)
- City Transit staff
- Witnesses
- Complainant (Interview / History)
- Spotter reports
- Video (camera) and/or audio recordings
- Courtesy cards
- Incident reports (supervisor, transit police, fare/security inspectors)
- Other transit employees
- Route history

STEP FOUR: Findings of fact

- Investigate every "issue" (stated in the "statement of issues noted in step two)
- Separate facts from opinions

STEP FIVE: Citations of pertinent regulations and rules

- Develop list of all regulations, rules, policies, and procedures that apply to the investigation
 - Title VI requirements
 - Company rules & procedures
 - Valley Metro policies & service standards

STEP SIX: Conclusions of law

- Compare each fact from "findings of fact" to the list of regulations, rules, etc.
- Make decision on whether violation(s) occurred
- List of violations becomes "conclusions of law"

STEP SEVEN: Description of remedy for each violation

- Specific corrective actions for each violation found
- Include plans for follow-up checks
- Do not conclude report with “no action taken”
- If no violations found, conclude the report in a positive manner
 - Review of policies & procedures
 - Review of Title VI provisions

Response to Customer:

- Detailed summary of conversation with customer
- Copy of letter to customer

Action Taken:

- Must include specific corrective action for each violation found
- Include a follow-up action plan
- If no violations found, note policies, procedures, etc. reviewed with operator
- Never state “no action taken”
- Documented information should always include initials & dates

Title VI Complaint Form (English)

TITLE VI COMPLAINT FORM

Any person who believes that he or she has been discriminated against by Valley Metro or any of its service providers and believes the discrimination was based upon race, color or national origin may file a formal complaint with Valley Metro Customer Service.

Please provide the following information to process your complaint. Alternative formats and languages are available upon request. You can reach Customer Service at (602) 253-5000; TTY: (602) 251-2039, or email at cs@valleymetro.org.

Section I: Customer Information

Name		
Address		
City	State	Zip
Work Phone	Home Phone	Cell Phone
Email Address		

Section II: Incident Information

Date of Incident:	Time of Incident:	AM/PM	City:			
Incident Location:		Direction of Travel:				
Route #:	Bus/Light Rail #:					
Service Type:	<input type="checkbox"/> Local	<input type="checkbox"/> LINK	<input type="checkbox"/> Express/RAPID	<input type="checkbox"/> Light Rail	<input type="checkbox"/> Circulator/Connector	<input type="checkbox"/> Dial-a-Ride
Operator Name:						
Operator Description:						
What was the discrimination based on? (Check all that apply)						
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Limited English Proficiency <input type="checkbox"/> Other						

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

Have you filed this complaint with the Federal Transit Administration? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please provide information about a contact person at the Federal Transit Administration where the complaint was filed	
Name:	Title:
Address:	Telephone:
Have you previously filed a Title VI complaint with this agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

Signature _____ Date _____

602.253.5000
TTY: 602.251.2039
valleymetro.org



Title VI Complaint Form (Spanish)

FORMA DE QUEJAS DEL TITULO VI

Cualquier persona que crea que ha sido discriminada basándose en su raza, color u origen nacional por Valley Metro o sus proveedores de servicio puede registrar una queja del Título VI con el Servicio al Cliente de Valley Metro.

Por favor provea la siguiente información necesaria para que se procese su queja. Hay formatos e idiomas alternos disponibles si se solicitan. Llene esta forma y envíela por correo postal a o entréguela en: Regional Public Transportation Authority, 4600 E. Washington St., Suite 101, Phoenix, Arizona 85034. Usted puede comunicarse con el Servicio al Cliente llamando al (602) 253-5000/TTY: (602) 251-2039, ó por correo electrónico en csr@valleymetro.org.

Sección I: Información del Cliente			
Nombre:			
Domicilio:			
Ciudad:	Estado:	Código Postal:	
Teléfono del Trabajo:	Teléfono del Hogar:	Teléfono Celular:	
Domicilio Electrónico:			
Sección II: Información del Incidente			
Fecha del Incidente:	Hora del Incidente:	AM/PM	Ciudad:
Ubicación del Incidente:		Dirección de Viaje:	
# de Ruta:	# de Autobús/Tren Ligero:		
Tipo de Servicio:	<input type="checkbox"/> Local	<input type="checkbox"/> LINK	<input type="checkbox"/> Express/RAPID
	<input type="checkbox"/> Tren Ligero	<input type="checkbox"/> Circulador/Connector	<input type="checkbox"/> Dial-a-Ride
Nombre del/la Conductor/a:			
Descripción del/la Conductor/a:			
¿En qué se basó la discriminación? (Marque todo lo que sea aplicable)			
<input type="checkbox"/> Raza	<input type="checkbox"/> Color	<input type="checkbox"/> Origen Nacional	<input type="checkbox"/> Dominio Limitado del Inglés
<input type="checkbox"/> Otro			
Explique tan claramente como sea posible lo que sucedió y por qué cree usted que se le discriminó. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la/s persona/s que le discriminó/aron a usted (si los sabe), así como los nombres y la información de contacto de cualquier testigo. Si necesita más espacio, por favor use el reverso de esta forma.			

¿Ha usted registrado esta queja con la Administración Federal de Tránsito?		<input type="checkbox"/> Sí	<input type="checkbox"/> No
Si contestó sí, por favor provea información sobre la persona de contacto en la Administración Federal de Tránsito donde se registró la queja.			
Nombre:	Título:		
Domicilio:	Teléfono:		
¿Ha usted registrado previamente una queja del Título VI con esta agencia?		<input type="checkbox"/> Sí	<input type="checkbox"/> No
Usted puede adjuntar cualquier material por escrito o cualquier otra información que crea que sea relevante a su queja.			

Se requieren la firma y la fecha abajo:

Firma

Fecha

valleymetro.org
602 253 5000
TTY 602 251 2039



Title VI Investigations, Complaints, and Lawsuits

This form will be submitted annually. If no investigations, lawsuits, or complaints were filed, a blank form will be submitted.

Description/Name	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, national origin or disability)	Status	Action(s) Taken (Final findings?)
Investigations				
1)				
2)				
Lawsuits				
1)				
2)				
Complaints				
1)				
2)				

City of Glendale Transit will investigate any Title VI complaints, investigations, or lawsuits related to Glendale Urban Shuttle (GUS Bus) and Glendale Dial-A-Ride and has not had any since 2012.

The City of Phoenix operates the City of Glendale’s local service and Valley Metro operates the City of Glendale’s express service, and both have reported the City of Glendale’s complaints in their Title VI Programs.

ROUTES UNDER CONTRACT WITH THE CITY OF PHOENIX		ROUTES UNDER CONTRACT WITH VALLEY METRO
Route 51	Route 80	Express 573
Route 59	Route 90	Express 575
Route 67	Route 138	Grand Avenue Limited (GAL)
Route 60	Route 170	Route 106
	Route 186	Route 70

Title VI Public Participation Plan

City of Glendale
Transit

Public Participation
Plan



City of Glendale Transit is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys. As an agency receiving federal financial assistance, City of Glendale Transit made the following community outreach efforts:

City of Glendale Transit has adopted the City of Phoenix / Valley Metro Title VI Public Participation Plan. **(Attachment “A”)**

In addition to the service change public meetings conducted by Valley Metro and the City of Phoenix, the City of Glendale has conducted the following public participation events.

EVENT	DATE
Citizens Transportation Oversight Commission (CTOC)	First Thursday of each month
Glendale Onboard (GO) Open House Meeting	April 25, 2012
North Glendale Park & Ride/Transit Center	October 17, 2012
North Glendale Park & Ride/Transit Center	March 12, 2013
Glendale Onboard (GO) Open House Meeting	April 24, 2013
Glendale Onboard (GO) Open House Meeting	April 23, 2014
Arrowhead Transit Center Presentation	September 25, 2015
Accepting input on concepts for the Arrowhead Transit Center and Park & Ride locations	Through October 3, 2015
The City of Glendale is in the process of updating the Transportation Plan and every effort is being made for public participation through public meetings and input via the city’s web site.	2015 – 2016

Public Meetings:

- (1) Public meetings are scheduled to increase the opportunity for attendance by stakeholders and the general public. This may require scheduling meetings during non-traditional business hours, holding more than one meeting at different times of the day or on different days, and checking other community activities to avoid conflicts.
- (2) When a public meeting or public hearing is focused on a planning study or program related to a specific geographic area or jurisdiction within the region, the meeting or hearing is held within that geographic area or jurisdiction.
- (3) Public meetings are held in locations accessible to people with disabilities and are located near a transit route when possible.

City of Glendale Transit submits to the City of Phoenix annually an application for funding. Part of the annual application is a public notice, which includes a 30-day public comment period which is conducted by Maricopa Association of Governments (MAG) on behalf of all applicants for all regional transit grant funding efforts.

Title VI Language Assistance Plan

*City of Glendale
Transit*

Language Assistance Plan



City of Glendale Transit has adopted the City of Phoenix’s Language Assistance Plan (**Attachment “B”**) to help identify reasonable steps to provide language assistance for Limited English Proficiency (LEP) persons seeking meaningful access to City of Glendale Transit services as required by Executive Order 13166. A LEP person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

The plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training to staff, notification to LEP persons that assistance is available, and information for future plan updates. In developing the plan while determining the City of Glendale’s extent of obligation to provide LEP services, the City of Phoenix undertook a U.S. Department of Transportation four-factor LEP analysis which considers the following:

- 1) The number or proportion of LEP persons eligible in the City of Glendale Transit service area who may be served or likely to encounter by City of Glendale Transit program, activities, or services;
- 2) The frequency with which LEP individuals come in contact with any City of Glendale Transit services;
- 3) The nature and importance of the program, activities or services provided by the City of Glendale Transit to the LEP population; and
- 4) The resources available to City of Glendale Transit and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

A statement in Spanish will be included in all public outreach notices. Every effort will be made to provide vital information to LEP individuals in the language requested. All public outreach notices will include the statement indicating that LEP individuals may contact Valley Metro at 602-253-5000, (TTY 602-251-2039); email csr@valleymetro.org or visit the administrative office at 4600 E. Washington St., Suite 101 Phoenix, AZ 85034 to receive the information in an alternate language.

Safe Harbor Provision

City of Glendale Transit complies with the Safe Harbor Provision, as evidenced by the number of documents available in the Spanish language. With respect to Title VI information, the following shall be made available in Spanish:

- (1) Title VI Notice
- (2) Complaint Procedures
- (3) Complaint Form

In addition, we will conduct our marketing (including using translated materials) in a manner that reaches each LEP group. Vital Documents include the following:

- (1) Notices of free language assistance for persons with LEP
- (2) Notice of Non-Discrimination and Reasonable Accommodation
- (3) Outreach Materials
- (4) Bus Schedules
- (5) Route Changes
- (6) Public Hearings

Non-elected Committees Membership Table

A sub-recipient who selects the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

Table Depicting Membership of Committees, Councils, Broken Down by Race

Body	Caucasian	Latino	African American	Asian American	Native American
Population	67.8%	35.5%	6.0%	3.9%	1.7%
Citizens Transportation Oversight Commission (CTOC)	100%	0%	0%	0%	0%

The Glendale City Council appoints Boards and Commission members to serve on the Citizens Transportation Oversight Commission (CTOC). The CTOC consists of 11 members who are Glendale residents: 6 are appointed by each Councilmember and 1 is a Mayoral appointee. The remaining 4 are appointed at large by any member of the Glendale City Council. A three-hour basic training program is required for those who have expressed a desire to serve and who have completed an application. Once training is completed, their application is considered as vacancies occur.

The City of Glendale will continue to make every effort to encourage participation of minorities on CTOC through increased outreach by advertising vacant positions in media outlets that reach the minority population.

Additionally, the City Charter requires that redistricting be done at least every ten years following the U.S. Census. Any changes to voting districts are required to be approved by the United States Department of Justice.

Title VI Equity Analysis

A subrecipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. “Facilities” in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

Note: Even if facility construction is financed with non-FTA funds, if the subrecipient organization receives any FTA dollars, it must comply with this requirement.

National Environmental Policy Act (NEPA) Categorical Exclusion was completed, submitted and approved in 2014 (**Attachment “C”**) as part of the Title VI Equity Analysis for the construction of the Arrowhead Transit Center scheduled to open November 2015.

A. Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Per 49 CFR 21.9(b)(3), recipients may not select the site or location of facilities with the purpose or effect of excluding persons from, denying the benefits of, or subjecting them to discrimination on the basis of race, color, or national origin. Additionally, the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin.

This document is an analysis of the City of Glendale’s planned Transit Center to be completed December 2014.

B. Background

The Arrowhead Transit Center will include new passenger amenities, including shaded bus shelters, free wi-fi, electrical outlets for phone chargers, bus pullouts and landscaping. The current location has no dedicated passenger amenities.

C. Analysis

For facilities covered by this provision, recipients are required to:

- 1) Complete a Title VI equity analysis during the planning state with regard to where an agency is located to ensure the location is selected without regard to race, color, or national origin, and engage in outreach to persons potentially impacted by siting of facilities. The Title VI equity analysis

must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.

2) Give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group level where appropriate to ensure proper analysis of localized impacts.

3) Provide substantial legitimate justification for locating an agency in a location that will result in a disparate impact on the basis of race, color, or national origin, and show that there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. In order to show that both tests have been met, the recipient must consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

Title VI Fixed Route Transit Provider Analysis

Fixed route: Public transit service (other than by aircraft) provided on a repetitive, fixed-schedule basis along a specific route, with vehicles stopping to pick up passengers.

A subrecipient providing fixed route service, as defined above, must determine the distribution of transit amenities or the vehicle assignments for each mode in a non-discriminatory manner. The subrecipient must develop policies to ensure service is not distributed on the basis of race, color, or national origin.

Effective practices to fulfill the Service Standards requirements include developing written policies covering each of the following service indicators:

1) *Vehicle Load for Each Mode*

1.1 **Vehicle Load Standard**

Vehicle load (also known as maximum load) is the ratio of the number of passengers on a vehicle to the number of seats. The City of Glendale directly operates 3 circulator routes contracting out other fixed routes with the City of Phoenix.

The load thresholds are identified below:

Two different configurations are used;

On Route 1 the buses can seat up to 33 passengers and hold comfortably 47 passengers with an expressed ratio of 1.42. This means that all seats are filled and there are 14 standees.

On Routes 2 and 3 the buses can seat up to 19 passengers and hold comfortably 27 passengers with an expressed ratio of 1.42. This means that all seats are filled and there are 8 standees.

1.2 **Vehicle Load Data Collection**

To determine the vehicle load the following data is gathered:

- Annual random ride check samples or APC data
- Each ride check is one trip on a route
- AM Peak direction samples Monday through Friday
- PM Peak direction samples Monday through Friday
- Samples collected annually throughout the year

1.3 **Vehicle Load Assessment**

Using the data above the following analysis is done to determine the vehicle load:

Community Circulator Service

- Determine number of minority and non-minority routes that have a max load ratio of less than 1.0 for AM and PM Non-Peak times – calculate percentage
- Determine number of minority and non-minority routes that have a max load ratio of less than 1.40 for AM and PM Peak times – calculate percentage
- Repeat the calculations for low-income and non-low-income routes

- Compare level of service between minority and non-minority routes and low income and non-low-income routes

2) Vehicle Headway for Each Mode

Vehicle headway standards are based on the Transit Standards and Performance Measures (TSPM) for regionally funded routes. Transit service standards and performance measures represent rules and guidelines by which the performance of the region’s transit system may be evaluated, and decisions regarding transit investments may be prioritized and measured.

2.1 Vehicle Headway Standard

Vehicle headway is the time interval between two vehicles traveling in the same direction on the same route. The following are the vehicle headway standards for the City of Glendale’s Circulators

Service Type	Minimum Headway or Daily Trips	Minimum Span Week / Sat / Sun	Minimum
Circulator 1	30 min	11 hrs. / 11 hrs. / 10 hrs.	Mon - Sun
Circulator 2	30 min	9 hrs. / 0 / 0	Mon – Fri
Circulator 3	60 min	9 hrs. / 0 / 0	Mon - Fri

3) On Time Performance for Each Mode

3.1 On Time Performance Standard

On time performance is a measure of bus runs for a particular route completed as scheduled. The service standard threshold is defined as 90% or better of all trips on a particular route completed within the allowed on-time window (no more than 0 minutes early and 5 minutes 59 seconds late, compared to scheduled arrival/departure times as published time points).

3.2 On Time Performance Data Collection

Measure standard using Valley Metro operated local fixed routes.

4) Service Availability for Each Mode

Transit amenities are locally funded and fall under the responsibility of the jurisdictions within which they are sited. The service availability and service availability assessments will be the responsibility of the individual municipalities.

4.1 Service Availability Standard

Service availability is measured by the distribution of bus stops within the regional service area that affords residents accessibility to transit. The service standard is consistent with the TSPM standard and has the following thresholds for each service.

Community Circulator Service

- Bus stops within the designated stop area of each circulator route are placed no more than one-quarter mile apart

4.2 Service Availability Data collection

- Bus stop database

Effective qualitative practices to fulfill the Service Policy requirements include developing written policies covering each of the following service indicators:

1) *Transit amenities for each mode*

Bus stop furniture such as bus shelters, benches and trash receptacles are placed at high ridership areas. Ridership is determined by the amount of passengers boarding and deboarding at bus stops along the route.

2) *Vehicle assignments for each mode*

Vehicle assignments are determined by the amount of ridership per run. Per run indicates the amount of passengers boarding the circulator within one complete trip. Starting at point "A" completing one circuit, returning to point "A".

Title VI Implementation Plan Attachment “A”

PUBLIC PARTICIPATION PLAN

Attachment “A”



VALLEY METRO PUBLIC PARTICIPATION PLAN

Introduction

The regional transit public input/outreach process is conducted by Valley Metro for various transit-related activities and actions. Throughout the year, Valley Metro conducts public outreach activities related to capital projects, transit service changes, fare changes, and other transit-related events. This Title VI Public Participation Plan was established to ensure adequate inclusion of the public throughout the Phoenix metropolitan community in accord with the content and considerations of Title VI of the Civil Rights Act of 1964. Federal regulations state that recipients of federal funding must “promote full and fair participation in public transportation decision-making without regard to race, color or national origin.” Valley Metro uses this Plan to ensure adequate involvement of low-income, minority and limited English proficient (LEP) populations, following guidance from the Title VI Requirements and Guidelines for Federal Transit Administration Recipients Circular³ (Circular).

Involving the general public in Valley Metro practices and decision-making processes provides helpful information to improve the transit system and better meet the needs of the community. Although public participation methods and extent may vary with the type of plan, program and/or service under consideration as well as the resources available, a concerted effort to involve all affected parties will be conducted in compliance with this Plan along with Federal regulations. To include effective strategies for engaging low-income, minority and LEP populations, the Circular suggests that the following may be considered:

- Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities.
- Employing different meeting sizes and formats.
- Coordinating with community- and faith-based organizations, educational institutions and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations could also include audio programming available on podcasts.

³ United States Department of Transportation, Federal Transit Administration, Circular 4702.1B.



- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.

Valley Metro currently practices all of these strategies, in compliance with Federal regulations, so that minority, low-income and LEP populations are informed and also have meaningful opportunities to engage in planning activities and provide input as part of the decision-making process.

Typical Public Participation Opportunities

Valley Metro provides opportunities to share information or receive public input through a variety of methods for public participation utilized to engage low-income, minority and LEP populations through many outlets.

For planning efforts, including fare and service changes, public meeting locations are held at a centralized area or near affected route areas and bilingual staff is available. Public notices and announcements are published in minority-focused publications; some examples include: the *Arizona Informant* (African American community), *Asian American Times* (Asian American community), *La Voz* and *Prensa Hispana* (Hispanic community). Press releases are also sent to these media sources regarding fare changes, service changes and other programs. Additionally, printed materials, including comment cards or surveys, are available in Spanish.

A key participation effort, the Rider Satisfaction Survey, is conducted every two years. This survey is administered on transit routes across the region, reaching transit riders that live in minority and/or low-income communities. The survey, administered in English and Spanish, measures citizen satisfaction with transit services and captures comments for improvements.

Throughout the year, minority, low-income and LEP populations have access to information via the Valley Metro Customer Service Center. The Customer Service Center is open 6 a.m. to 8 p.m., Monday through Friday; 7 a.m. to 7 p.m. on Saturdays; and 8 a.m. to 5 p.m. on Sundays and designated holidays. Customer Service staff is bilingual.

Also available is the website www.valleymetro.org. Most information including meeting announcements, meeting materials and other program information is available on the website in both English and Spanish. If users would like information in another language, Valley Metro features Google translate on its website. This allows Valley Metro to reach citizens in 91 languages with information on transportation services, proposed service changes and other programs.



Public Participation Methods

Valley Metro uses several specific public involvement techniques to ensure that minority, low-income and LEP persons are involved in transit decisions. Through the use of public involvement, media outlets and printed or electronic materials, Valley Metro disseminates information regarding planning efforts. These efforts include the activities described below.

- Public meetings, hearings and open houses are held regularly at community-familiar locations with public transportation access and at convenient times, in collaboration with our member cities. These meetings provide an opportunity to meet with citizens and receive their comments and questions on proposed service changes and other programs. For each program, Valley Metro varies its meeting format in order to best engage the targeted population.
- Valley Metro has staff available at public meetings, hearings, events and open houses to answer questions and receive comments in both English and Spanish. Valley Metro also utilizes court reporters to record verbal comments at public hearings.
- Outreach for biannual service changes and other programs are conducted at or near the affected area, for example, along an affected bus route or at an affected transfer location, thus targeting the population that may be most impacted by proposed changes to service or routes. Oftentimes, these efforts are also executed at transit stations, community centers, civic centers, or major transfer locations.
- Coordination with community- and faith-based organizations, educational institutions and other organizations occurs regularly. These coordination efforts assist Valley Metro in executing public engagement strategies that reach out to members of the population that may be impacted.
- Valley Metro conducts specially-tailored transit presentations to community groups. This includes mobility training for senior citizens and people with disabilities, as well as information on how to use the transit system for new residents and refugees. More comprehensive travel training is also conducted monthly at a regional center for customers with disabilities.
- All public meeting notices for biannual service changes and other programs are translated to Spanish. Notices regarding Valley Metro projects and programs are widely distributed to the public through multiple methods, including through community- and faith-based organizations as well as via door hangers, direct mail, newspaper advertisement, electronic messaging (email through existing database), social media, door-to-door canvassing and on-board announcements on the transit system.



-
- Valley Metro publishes advertisements of any proposed service or fare change in minority publications in an effort to make this information more easily available to minority populations. Additionally, Valley Metro sends press releases regarding service changes and other programs to Spanish-language media.
 - Valley Metro offers online participation via social media and e-mail input as an alternative opportunity for comment.
 - Major surveying efforts are conducted in both English and Spanish to ensure that the data collected is representative of the general public.
 - Valley Metro Customer Service staff is multilingual.
 - All comments are documented in a centralized database. For biannual service changes, comments are categorized as “in favor,” “not in favor” or “indifferent.” Comment summary information is provided to Valley Metro’s city partners for review and is also presented to the Valley Metro Board for consideration when taking action on proposed service changes.

Depending upon the type of project, program, or announcement, public participation methods may be customized to ensure that the general public is adequately involved in the decision-making process.

Conclusion

Valley Metro conducts public outreach throughout the year to involve the general public with activities and transit planning processes. Using a variety of communication techniques such as facilitating meetings at varied times and locations using multiple formats, placing printed materials at multiple outlets and providing opportunities via phone and web to share or collect information, Valley Metro ensures that outreach efforts include opportunities for minority, low-income and LEP populations that may be impacted by the activity or transit planning process under consideration. Valley Metro will continue to involve all communities in an effort to be inclusive of all populations throughout the Metropolitan Phoenix area and also to comply with Federal regulations. Valley Metro will continue to monitor and update this Inclusive Public Participation Plan as part of the Title VI Program which is updated triennially.

Title VI Implementation Plan Attachment “B”

LANGUAGE ASSISTANCE PLAN

LANGUAGE ASSISTANCE PLAN

Federal agencies have published guidance for their respective recipients in order to assist them with their obligations to limited English proficiency (LEP) persons under Title VI. This order applies to all state and local agencies that receive federal dollars. The explanation of the required Language Assistance Plan outlined below is based on federal guidance provided in Federal Transit Administration (FTA) Circular 4702.1B.

Language Assistance Needs Assessment – Four Factor Analysis

The following outlines how to identify a person who may require language assistance, the ways in which Valley Metro and the City of Phoenix Public Transit Department, provides such assistance, any staff training that may be required to provide such services, and the resources available to reach out to the people who may need language assistance service. In order to prepare the Language Assistance Plan (LAP), a needs assessment is conducted utilizing the four factor analysis. The four factors are:

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by Valley Metro and City of Phoenix Public Transit Department services and programs.

Factor 2: The frequency with which LEP persons come into contact with Valley Metro and City of Phoenix Public Transit Department services and programs.

Factor 3: The nature and importance of the Valley Metro and City of Phoenix Public Transit Department services and programs in people's lives.

Factor 4: The resources available to the Valley Metro and the City of Phoenix Public Transit Department for LEP out-reach, as well as, the costs associated with the out-reach.

The following is an explanation of what is to be included in the four factor LEP population needs assessment. In addition to the following explanation, Valley Metro has conducted a thorough LEP four factor analysis and resulting Language Access Plan to be utilized by all Valley Metro member agencies. Please refer to Attachment A for the Language Assistance Plan.

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the Valley Metro and City of Phoenix Public Transit Department services and programs.

An effective Language Assistance Plan is the preferred way of determining the extent to which the transportation needs of the LEP population mirror those of the community at large and the extent to which LEP persons have different needs that should be

addressed through the transit service planning and facilities project development process.

Demographic Profiles for Communities of Concern Communities of concern describe populations that have been determined by the federal government as benefiting from protections to ensure their meaningful involvement in planning and services. These vulnerable populations have been identified through the Civil Rights Act of 1964, Executive Order 12898, and Executive Order 13166 to end discrimination and ensure equal access to all federally funded services.

To assist with the identification of Title VI neighborhoods, the presence of Title VI populations is compared against the Maricopa County average for each community of concern. Linguistic isolation follows federal guidance at five percent within a census block of 1,000 people or more within a neighborhood. Based on the 2008 to 2012 American Community Survey five-year estimates, the threshold for each mandated community of concern is as follows:

Communities of concern are identified as those census tracts where the identified group represents a percentage of the population equal to or greater than that of the Maricopa County average. Federal guidelines state that minority populations should be identified where either (a) the minority population of the affected area exceeds 50 percent, or (b) the minority population percentage of the affected area is measurably greater than the minority population percentage in the general population or other appropriate unit of geographic analysis—in this case, Maricopa County.

Limited English Proficient (LEP) households: A person with limited English proficiency is described as a person who does not speak English as a primary language and has a limited ability to read, write, speak and understand English. An area is identified as LEP when five percent or more of the population, or 1,000 people within a neighborhood, fit this definition. The Census Bureau further defines households as linguistically isolated when there are no members aged 14 years and over who speak only English or who speak a non-English language and speak English “very well.” In other words, all members of the household ages 14 years and over have at least some difficulty with English.

Factor 2: The frequency with which LEP persons come into contact with Valley Metro and City of Phoenix Public Transit Department services and programs.

The Valley Metro Planning and Community Relations divisions have conducted a thorough analysis of the frequency with which LEP persons come into contact with the Valley Metro system through a combination of surveys to community groups serving this population, as well as demographic map-ping of service crossing census tracts with greater than average concentration of minority, low income and LEP populations. Please refer to the in-depth LEP analysis conducted by Valley Metro in *Attachment A:*



Valley Metro Limited English Proficiency Four Factor Analysis and Language Access Plan.

Factor 3: The nature and importance of the Valley Metro and City of Phoenix Public Transit Department services and programs in people's lives.

An analysis of benefits and burdens is a critical component of the Valley Metro and City of Phoenix Public Transit Department's Title VI Program. The Valley Metro Community Relations department, in partnership with the City of Phoenix Public Transit Department, analyzes the feedback reported by communities of concern to determine the potential benefits and burdens of a transportation service or fare change on the population. In addition, proposed transportation improvements are analyzed and documented to determine if the improvements impose a disproportionate burden on the communities of concern. This analysis, as well as the input from communities of concern, is incorporated as proposed service and fare changes advance through the Valley Metro and City of Phoenix committee, board and council processes for approval. Feedback from Title VI populations will be used to assess any enhancements to the Title VI Plan on a biennial basis.

SECTION 6 COLLECTION OF DEMOGRAPHIC DATA



OVERVIEW

This section is a demographic analysis of the population within Maricopa County and Valley Metro's Service Area, which is a one-half mile radial buffer around fixed route services. In order to be familiar with the low-income and minority demographics of the area, Valley Metro uses the most current and accurate data available from the US Census Bureau and the Valley Metro Origin and Destination Survey which is conducted every three years.

The following data for minority and low-income populations were gathered from the Census Bureau's 2013 American Community Survey (ACS) 5-year estimates. Low income is defined as the population with incomes at or below 150 percent of the Department of Health and Human Services poverty level.

This section also provides a summary of the results from the 2010-2011 On-Board Survey, which is currently the best available data to observe ridership characteristics and fare usage of minority and low income populations on fixed routes within the Valley Metro network.

CENSUS DATA

Table 3 summarizes the minority and low-income populations of all the Census Tracts within the County and Valley Metro's service area, the one-half mile buffer around fixed route transit services, based on data from the 2013 American Community Survey. Map 1 below is a map of the service area, Maricopa County.

Table 3 Minority and Low-Income Population Summary

	Total Population	Minority Population	Percent Minority	Low-income Population	Percent Low-income
Maricopa County	3,889,161	1,624,496	41.8%	993,917	25.5%
Service Area (1/2-mile buffer around fixed route service)	3,249,332	1,475,404	45.4%	902,415	27.8%

Table 4 summarizes the racial distribution among the population within the County and service area. The total minority population within the service area is 1,624,496, 42.1% of the total population. The three largest racial groups, other than White, are Asian, Black/African American, and American Indian/Alaskan Native. The category Two or More Races represents people who consider themselves to be any combination of races, and the other categories represent people who consider themselves to be of one race. It should be noted that the category Hispanic/Latino is an ethnicity and not a race.



Table 4 Racial and Hispanic Distribution

Total Population	White	African American	American Indian	Asian	Other Races	Two or More Races	Hispanic/Latino (Any Race)
Maricopa County							
3,889,161	3,137,012	199,310	72,913	138,405	221,937	111,794	1,155,592
100%	80.6%	5.1%	1.9%	3.6%	5.7%	2.9%	29.7%
Service Area (1/2-mile buffer around fixed route service)							
3,249,332	2,576,408	181,225	65,879	119,649	204,000	95,519	1,060,463
100%	79.3%	5.6%	2.0%	3.7%	6.3%	2.9%	32.6%

PASSENGER SURVEY (ORIGIN AND DESTINATION SURVEY)

Between October 2010 and February 2011, Valley Metro conducted an on-board transit survey. The purpose of the survey was to better understand the travel pattern of transit users in the metropolitan Phoenix area, particularly the impact that light rail has had on regional travel patterns. The results of the survey will be used to update regional travel demand models and improve the overall quality of transit services in the region.

The survey, which included nearly 100 bus routes and all light rail stations, was the largest and most comprehensive origin and destination survey ever conducted by Valley Metro. The goal was to obtain useable surveys from approximately 13,750 passengers. The actual number of usable surveys was 15,780. Of the useable surveys, 4,732 were completed with light rail passengers and 11,048 were completed with bus passengers. The magnitude of the survey will allow regional planners to better understand the needs and travel patterns of many specialized populations. For example, the final database contains responses from:

- more than 6,600 people who do not have cars
- nearly 1,600 people under age 18
- nearly 1,000 people age 60 or older
- more than 6,000 students, including more than 4,000 college/university students
- nearly 2,000 students in grades K-12

- more than 3,300 people living in households with incomes of less than \$10,000 per year
- more than 9,000 people who were employed full or part time
- nearly 3,000 people who were not employed but were seeking work

Major Findings

Some of the major findings from the survey include the following:

- **Public Transit Usage in the Metropolitan Phoenix Area Is Significant.** Ridership reports show that there are approximately 250,000 transit boardings per day or 1.25 million boardings during a typical 5-day work week. By providing residents with a reliable mode of transportation, the region's transit system is having a positive impact on traffic flow and air quality by reducing the number of trips that would have otherwise been completed by car.
- **Transit Users Are Using Public Transit More Often.** Among those who had been using public transit in the metropolitan Phoenix area at least two years, sixty one percent (61%) reported that they were using public transportation more often than they did two years ago. Among light rail users, nearly 80% reported that they were using public transit more often than they were two years ago before light rail began operations. The high percentage of light rail users who reported using public transit more often suggests that light rail has significantly enhanced the effectiveness of public transportation in the region.
- **Public Transit Is Important to the Region's Economy.** More than one-third (35%) of all transit trips represented in the survey either began or ended at work. When asked to report their employment status, more than three-fourths (78%) of those surveyed indicated that they were currently employed or seeking work. Among those seeking work, more than 30% indicated that they could not have completed their trip if public transportation were not available. Another 10% indicated that they did not know how they would have completed their trip if public transit had not been available.
- **Public Transit Is Important to Education in the Region.** Thirty-nine percent (39%) of those surveyed identified themselves as students, which explains the reason that nearly one-third (31%) of all transit trips represented in the survey either began or ended at a college/university or a K-12 school. On a typical weekday, more than 70,000 school-related trips are completed on public transportation in the metropolitan Phoenix area. If public transportation were not available, 16% of the students surveyed indicated that they would not have been able to get to school. Another 8% did not know how they would have gotten to school if public transit had not been available.

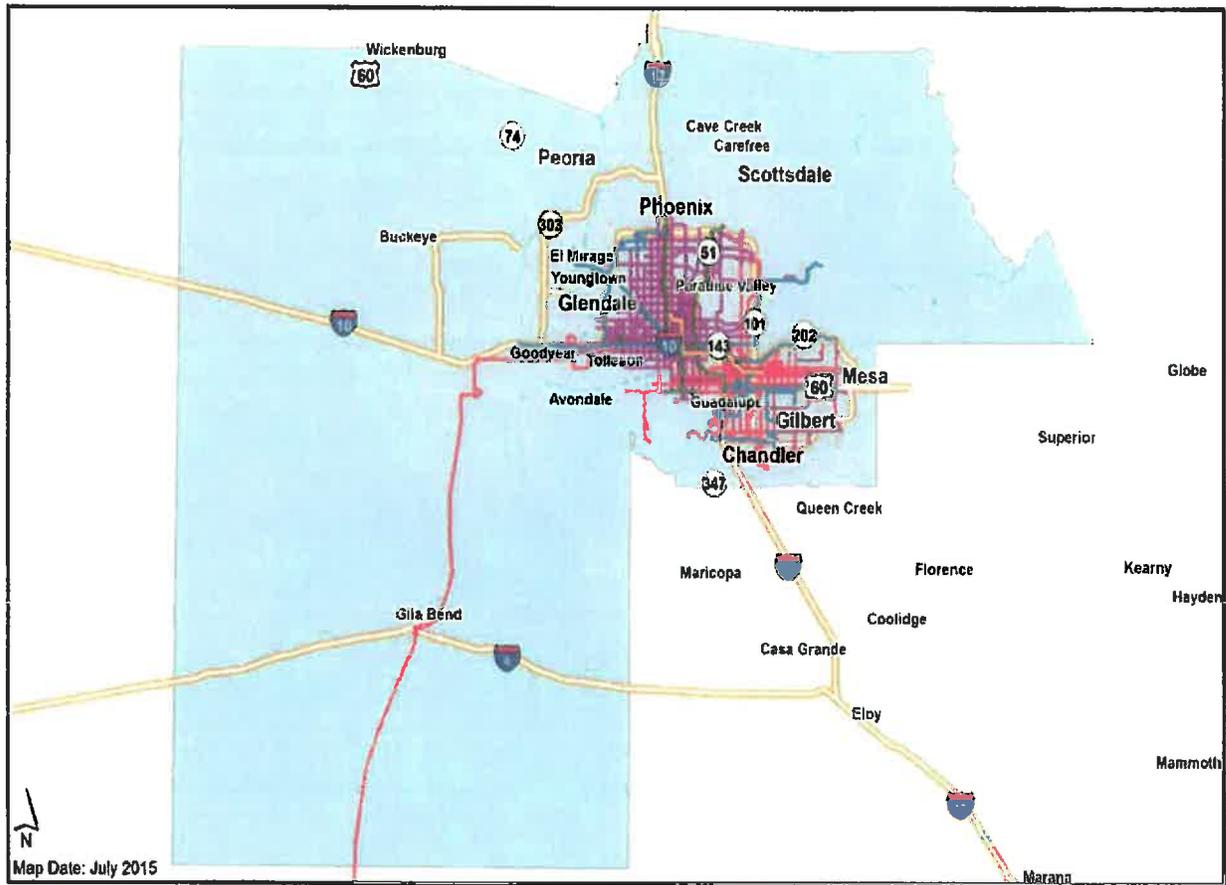
- **The Demographic Profile of Public Transit Riders Has Changed Since the Introduction of Light Rail.**
 - o Transit riders are more likely to have a driver's license. Among those who began using public transit in the Phoenix area after light rail service began, 57% have a valid driver's license compared to just 43% of those who began using public transit before light rail service was available.
 - o Transit riders are more likely to have annual household incomes above \$50,000. Among those who began using public transit in the Phoenix area after light rail service began, 22% had annual household incomes above \$50,000 compared to 18% of those who began using public transit before light rail service was available.
 - o Transit riders are more likely to be students. Among those who began using public transit after light rail service began, 45% were students compared to 36% of those surveyed who were using transit before light rail service began.

The full On-Board Transit Survey Report is in Attachment B.

DEMOGRAPHIC MAPS

Map 1 displays all fixed bus routes and light rail transit service within the region.

Map 1: Maricopa County and Fixed Route Transit Service

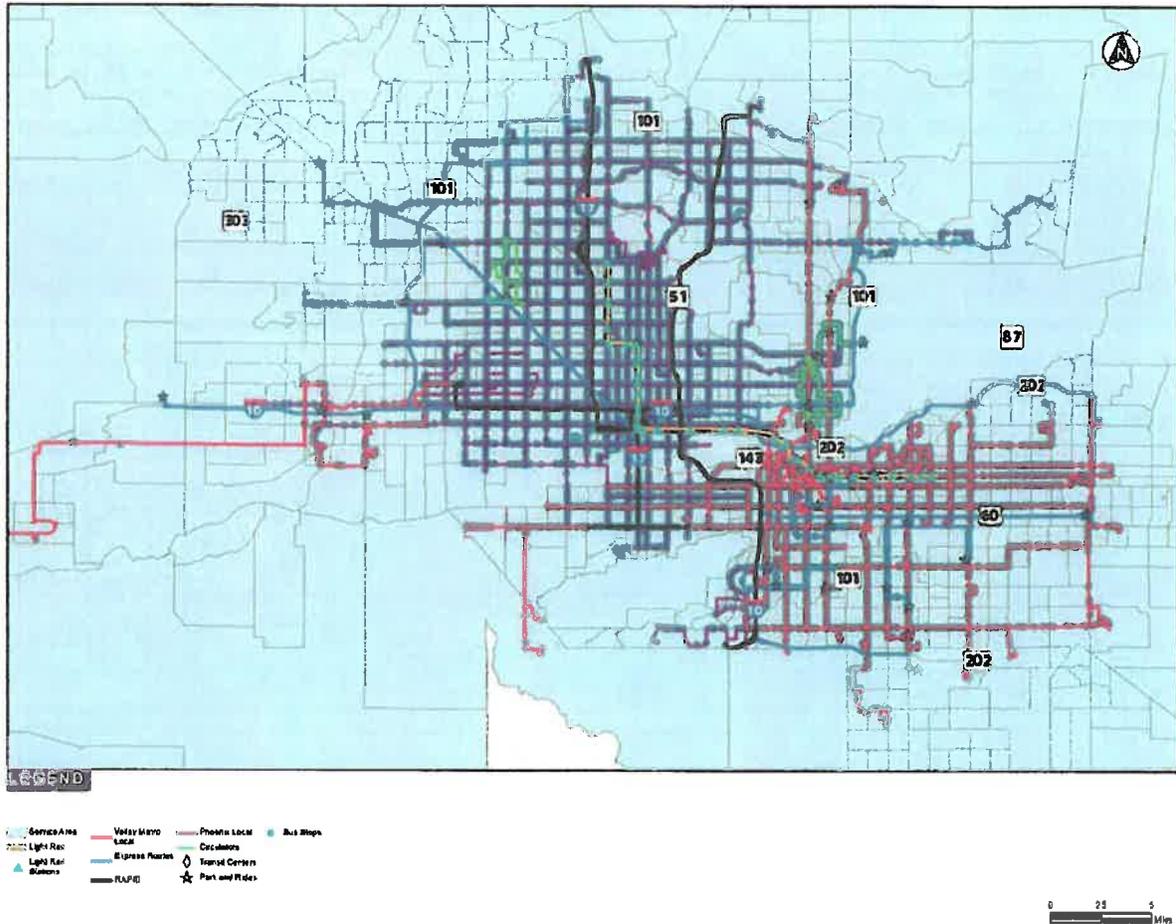


- Valley Metro Service Area (Maricopa County)
- Express
- RAPID
- Phoenix Local
- Light Rail
- Valley Metro Local

0 5 10 20 Miles

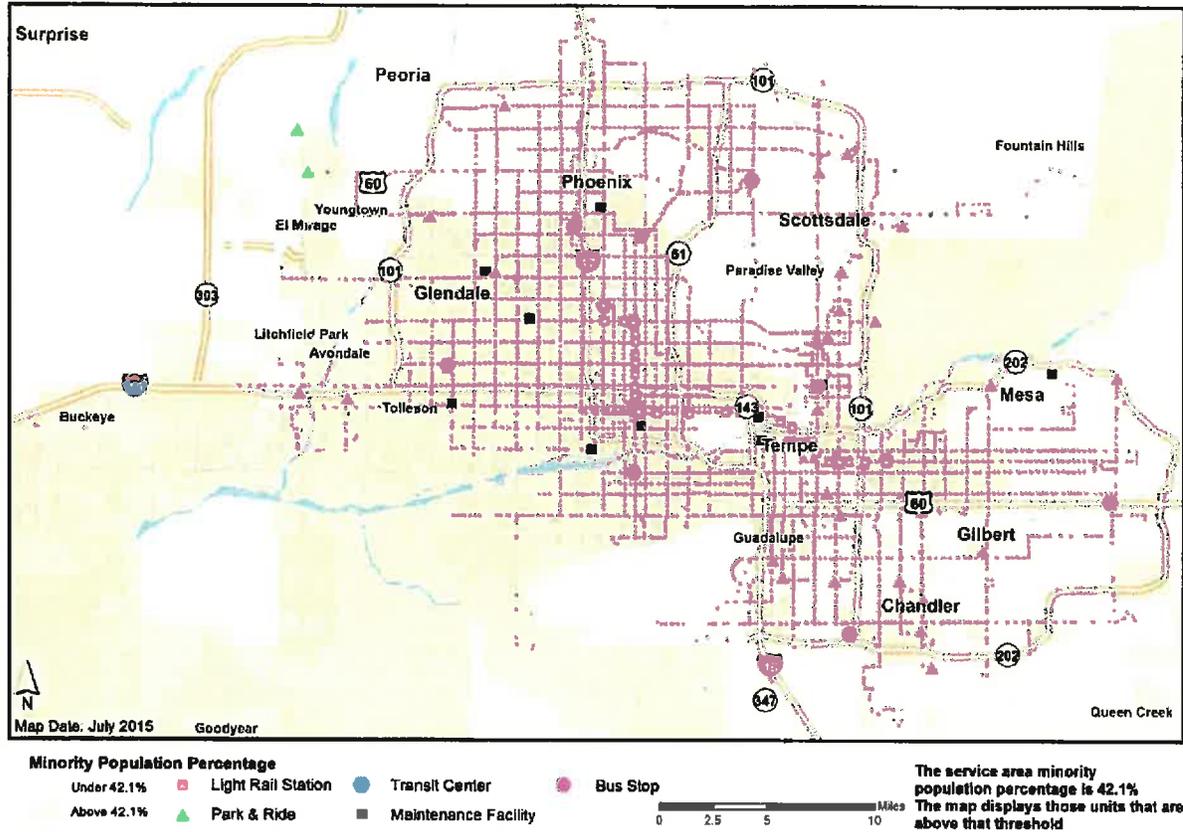
Map 2 displays a closer view of the fixed route transit service in the region. This map also includes bus stops, light rail stations, park-and-ride facilities, and transit centers.

Map 2 Fixed Route Transit Service (Zoomed View)



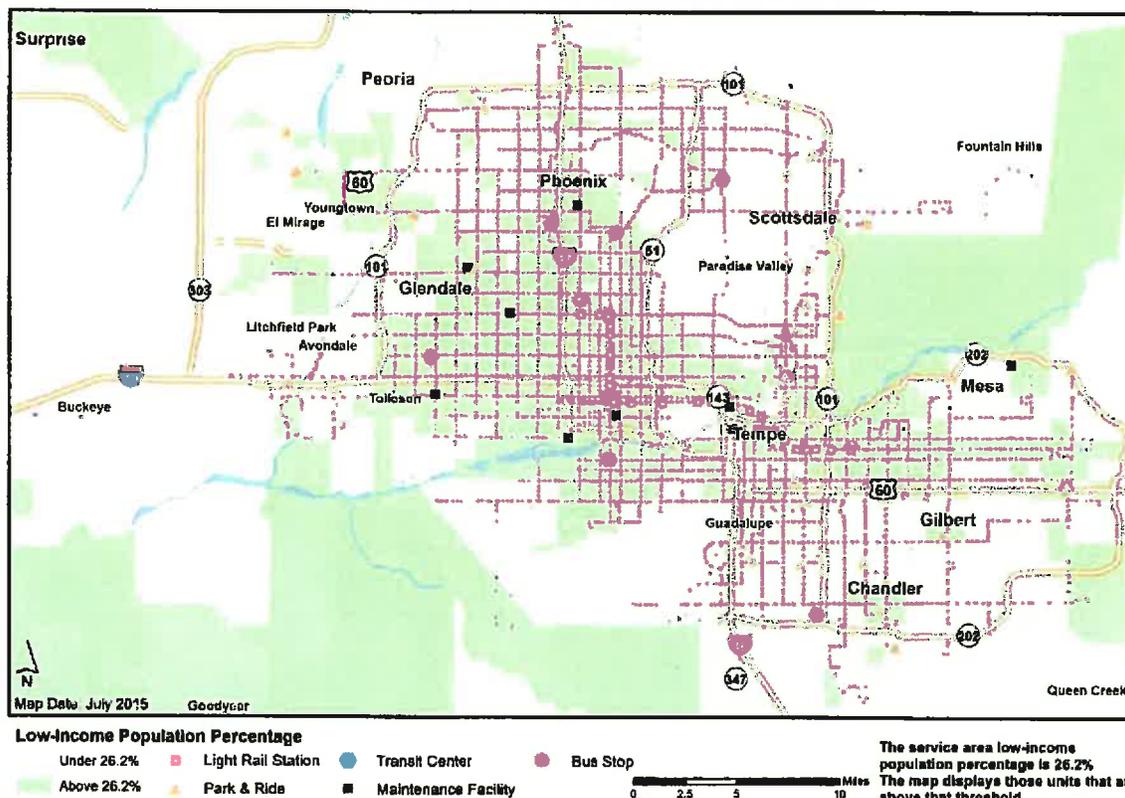
Map 3 displays a closer view of the minority population and the relation to the regional transit system amenities. This includes bus stops, light rail stations, park-and-ride facilities, maintenance facilities, and transit centers.

Map 3 Fixed Route Transit System Amenities and Minority Populations



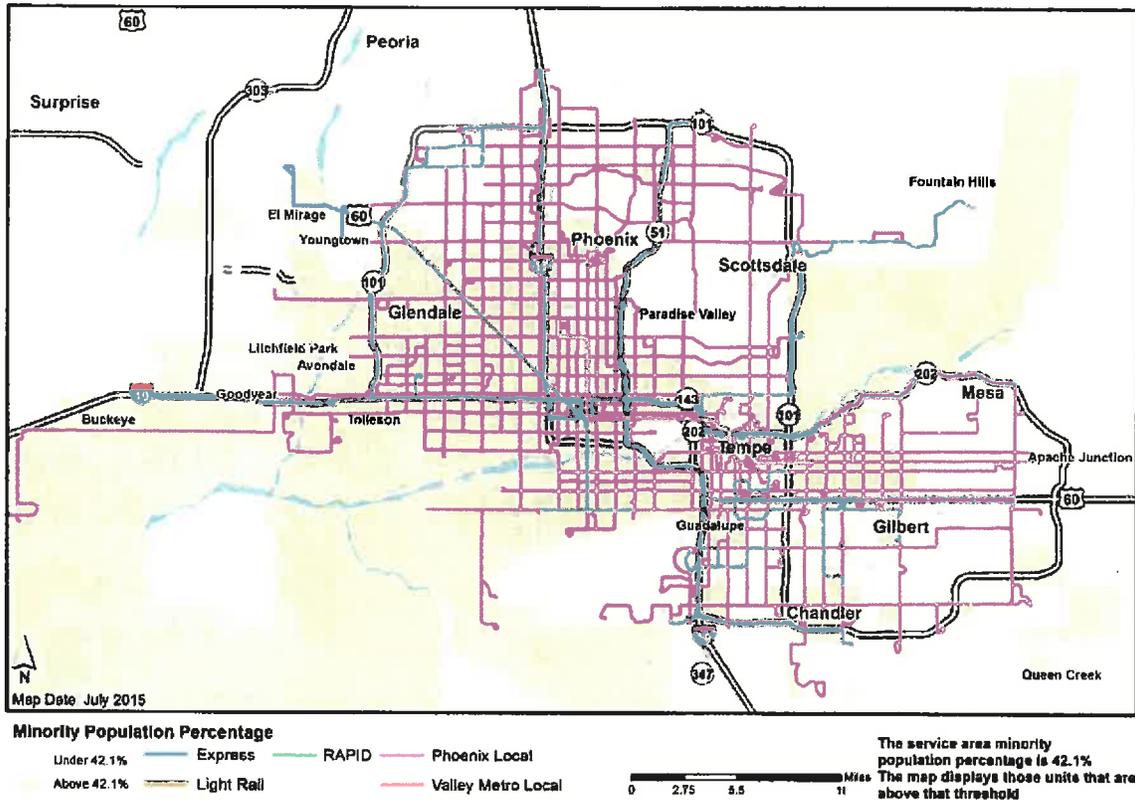
Map 3 displays a closer view of the low-income population and the relation to the regional transit system amenities. This includes bus stops, light rail stations, park-and-ride facilities, maintenance facilities, and transit centers.

Map 3 Fixed Route Transit System Amenities and Low-Income Populations



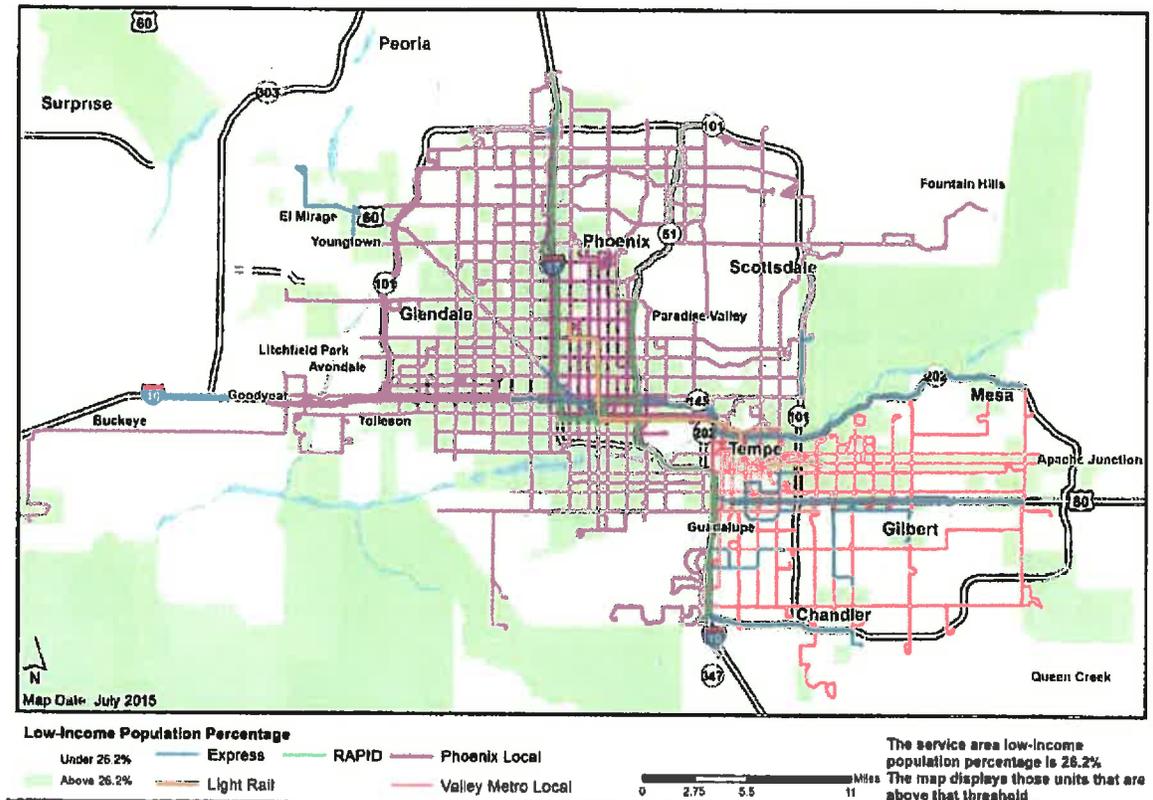
Map 4 displays the concentrations of minority populations within the fixed route transit service area by showing the census tracts that are below and above the route service area minority population average.

Map 4 Fixed Routes and Census Tracts by Minority Population



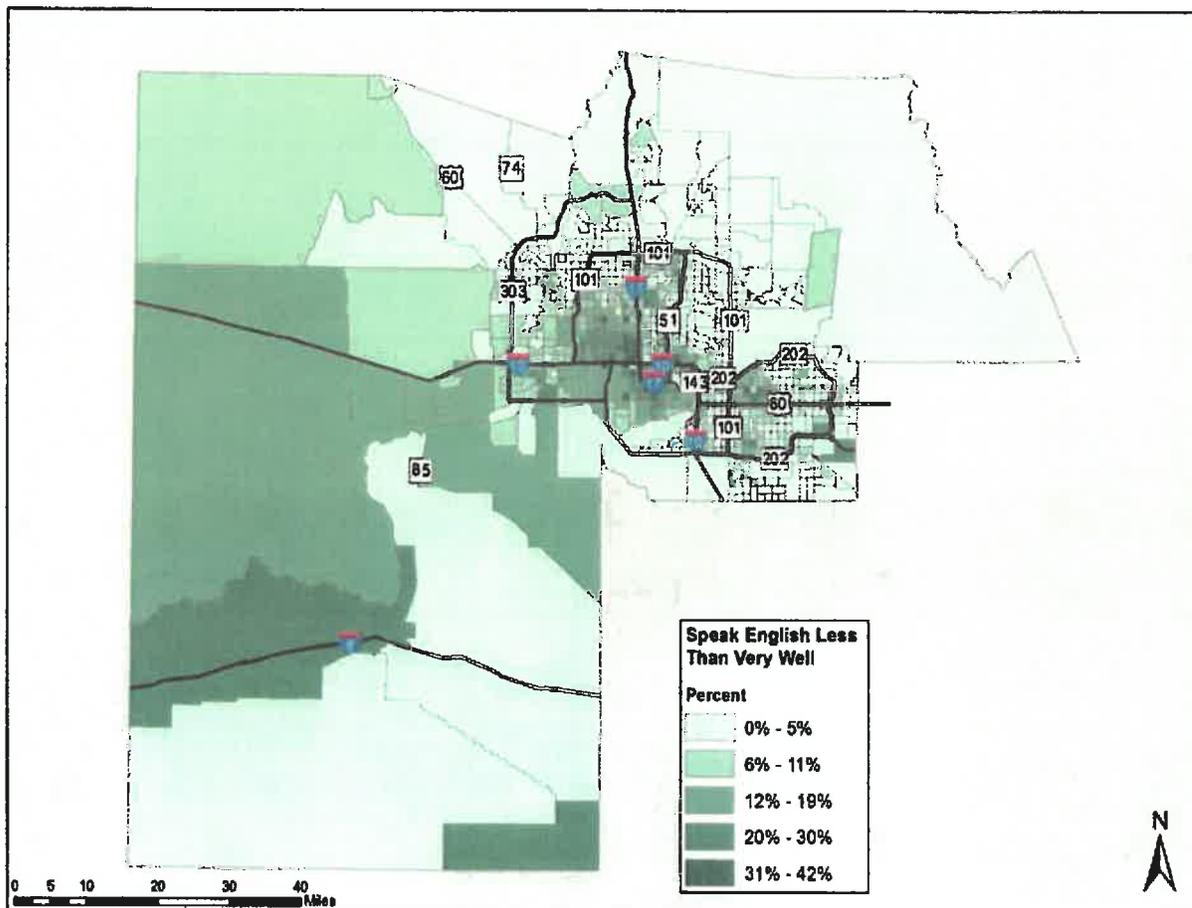
Map 5 the concentrations of low-income populations within the fixed route transit service area by showing the census tracts that are below and above the route service area low-income population average.

Map 5 Fixed Routes and Census Tracts by Low-Income Population



Map 6 displays the population within Maricopa County and the fixed route transit service area that speak English less than very well per census tracts.

Map 6 Limited English Proficiency Population – Speak English Less Than Very Well



Source: ACS 2013

Title VI Implementation Plan Attachment “C”

National Environmental Policy Act (NEPA)

Categorical Exclusion Report

Attachment "C"



U.S. Department
of Transportation
**Federal Transit
Administration**

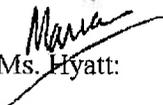
REGION IX
Arizona, California,
Hawaii, Nevada, Guam
American Samoa,
Northern Mariana Islands

201 Mission Street
Suite 1650
San Francisco, CA 94105-1839
415-744-3133
415-744-2726 (fax)

DEC 16 2014

Ms. Maria Hyatt
Public Transit Director
City of Phoenix
302 North First Avenue, Suite 900
Phoenix, AZ 85003

Re: Categorical Exclusion Request for Proposed
Glendale Transit Center Project at Arrowhead
Towne Center in Glendale, Arizona


Dear Ms. Hyatt:

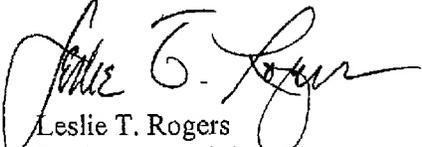
The Federal Transit Administration (FTA) has completed its review of your November 14, 2014 letter requesting an environmental determination for the proposed Glendale Transit Center Project which expands existing bus transit facilities entirely within the mall property of Arrowhead Towne Center in the City of Glendale. Based on the information presented in your request letter and the supporting documentation you submitted, we concur in your determination that the project qualifies as a categorical exclusion under 23 CFR Part 771.118(c)(8).

Your letter states that the project is consistent with the criteria associated with this categorical exclusion. We agree with your assessment that the project is consistent with the criteria under the requirements for this categorical exclusion.

This review, which is based on past experience with similar projects, finds that the project: does not induce significant environmental impacts to planned growth or land use for the area; does not require the relocation of significant numbers of people; does not have a significant impact on natural, cultural, recreational, historical or other resource; does not involve significant air, noise, or water quality impacts; does not have significant impacts on travel patterns; and does not otherwise, either individually or cumulatively, have any significant environmental impact.

If you have any questions about this review, please contact Dominique Paukowits, FTA Region IX Community Planner, at (415) 744-2735 or dominique.paukowits@dot.gov.

Sincerely,


Leslie T. Rogers
Regional Administrator

cc: Jorie Besnahan, City of Phoenix
Matthew Dudley, City of Glendale

Board Approval for the Title VI Program

ATTACH A COPY OF THE BOARD MEETING MINUTES HERE



Legislation Description

File #: 15-745, Version: 1

RESOLUTION 5045: LICENSE AGREEMENT WITH NEWPATH NETWORKS LLC FOR THE CONTINUED OPERATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON CITY TRAFFIC SIGNAL POLES WITHIN PUBLIC RIGHT-OF-WAY AT 91ST AND 95TH AVENUES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and NewPath Networks LLC, for the continued operation of a distributed antenna system (small cell) on city-owned traffic signal poles within public right-of-way at 91st and 95th Avenues.

Background

NewPath contacted the city to request permission to maintain its existing network facilities in Glendale. The license for the following sites is due to expire in December 2015: the southeast corner of 91st and Glendale Avenues and the northeast corner of 95th and Glendale Avenues. Both are located on City traffic signal poles. The City entered into a 10-year license agreement for these sites in December 2005.

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 no additional construction needed as a result of this action.
- There are no costs incurred by the City as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- The new 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.
- The Planning Department has reviewed these sites and agrees with the continuation of this license.

Community Benefit/Public Involvement

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

Budget and Financial Impacts

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at \$77,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5045 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITES IN TWO (2) CITY OF GLENDALE RIGHT-OF-WAYS LOCATED ON GLENDALE AVENUE BETWEEN 91ST AND 95TH AVENUES IN GLENDALE, ARIZONA WITH NEWPATH NETWORKS, LLC.

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

SECTION 1. That the City Manager or designee is authorized to execute and deliver a License Agreement for Wireless Communications Sites in two (2) City of Glendale Right-of-Ways located on Glendale Avenue between 91st and 95th Avenues in Glendale, Arizona with NewPath Networks, LLC. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

COMMUNICATIONS SITE LICENSE AGREEMENT C _____
FOR NewPath Networks, LLC
IN CITY RIGHT-OF-WAY

This License Agreement for NewPath Networks, LLC in City Right-of-Way ("Agreement") is executed to be effective the 7th day of December, 2015 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and NewPath Networks, LLC, a New Jersey limited liability company, authorized to do business in Arizona ("Licensee").

WHEREAS, the Parties entered into a previous ten (10) year License Agreement on December 7, 2005, designated as the City as C-5528, which this Agreement will supersede and replace, after the aforementioned agreement naturally expires at the end of the 6th (sixth) day of December, 2015, pursuant to which the Licensee installed and operated wireless communication antennas and related equipment specified in Section 1 below (collectively referred to as the "Distributed Antenna System") in the License Area and constructed certain improvements to the License Area; and

WHEREAS, the City is willing to renew its grant of a license to the Licensee to use the License Area for the operation of the Distributed Antenna System, and the transmission and reception of communication signals, in accordance with 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 approval shall not be unreasonably withheld.

THEREFORE, in consideration of the following mutual covenants, terms and conditions, it is hereby agreed as follows:

1. LICENSED AREA.

A. The Traffic Light Pole located at the Southeast corner of 91st Avenue and Glendale Avenue, to be used solely for not more than six panel antennas (the "antennas") that are to be attached to the pole. The antennas will be consistent in size, placement and design as approved by the Planning Department. Any reference to the Pole herein shall include any replacement pole to be constructed by the Licensee. Approximately 10 square feet of land located approximately at the base of the pole, to be used solely for locating utility cabinets housing electronic switching and equipment related to the use of the Antennas as depicted in Exhibit A and approved by the Planning Department. The cabinets, new or replacements shall be vaulted below grade.

B. The Traffic Light Pole located at the Northeast corner of 95th Avenue and Glendale Avenue to be used solely for not more than six panel antennas (the "Antennas") that are to be attached to the pole. The antennas will be consistent in size, placement and design as approved by the Planning Department. Any reference to the Pole herein shall include any

replacement pole to be constructed by the Licensee. Approximately 10 square feet of land located approximately at the base of the pole, to be used solely for locating utility cabinets housing electronic switching and equipment related to the use of the Antennas as depicted in Exhibit A and approved by the Planning Department. The cabinets, new or replacements shall be vaulted below grade.

C. An underground conduit and cable route for a ground signal conduit and cable along the route described in the Site Plan, or as otherwise approved by the City, from the base of the Pole to the Licensee's ground equipment.

D. An underground conduit and cable route for an electrical service conduit and cable along the route described in the Site Plan, or as otherwise approved by the City, from the nearest available power source to the ground equipment.

E. An underground conduit and cable route for a telephone service conduit and cable along the route described in the Site Plan, or as otherwise approved by the City.

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; and 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 (A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

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

B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding

the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.

- C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement as well as those granted to Licensee under State and Federal Law. Under this Agreement, a revocable license is created only and solely in the Licensed Area. The City and the Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee has no real property interest in the Licensed Area. 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. Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of \$6,736.00, for two (2) traffic light node attachments, including ground equipment with a "footprint" of up to fifty (50) cubic feet, for the space the Licensee's Distributed Antenna System nodes and associated equipment ("DAS Facilities) occupy within the Licensed Area, plus all appropriate taxes (see Section 23 below) beginning on the Effective Date, and each subsequent year of 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 (3) percent annually on the anniversary of the Effective Date.
- C. All fees are due on the first day of the anniversary date month of 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 anniversary month. If the Effective Date is not on the

first day of a month, the Licensee's fees will be prorated accordingly. The "Effective Date" shall be defined by the date of both parties signatures are on the agreement and the certificate of insurance is received by the City.

- D. If the Licensee fails to pay any fee in full within forty-five (45) business days of the due date, 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 related to the construction, repair, alteration or relocation of the DAS 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 DAS Equipment.

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 uses 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 twenty (20) 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 DAS Facilities. The DAS

Facilities are limited to the equipment and facilities listed in Section 1 above 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 DAS 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, 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 DAS Facilities, who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the DAS 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.
- 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. 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.

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 DAS 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) All work performed by Licensee must be in a workmanlike manner, and be diligently pursued to completion and 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.
 - 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 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,.
- 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 DAS 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 DAS 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. 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 thirty (30) days notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the DAS 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 DAS 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 DAS 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 DAS Facilities, and may assign this Agreement and the DAS 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 assign 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, (as defined in paragraph 4.C above) Licensee agrees to deliver to City a security deposit in the amount of two thousand dollars (\$2,000.00) per location covered by this Agreement. 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 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) Licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. 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 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 DAS Facilities or the Licensee's business.
- iv) 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.

- A. 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 or indirectly 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.
- B. In all cases related to this Agreement, not just those related to indemnification, neither party to this Agreement shall be liable to the other for indirect, punitive, or consequential damages.

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 and property damage insurance in the minimum amount of \$2,000,000 combined single limit, \$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) Require 20 days' written notice to the City prior to cancellation for any reason except, non-payment of premium;
 - iv) Include contractual liability coverage for the obligation of indemnity assumed in this Agreement, subject to standard policy provisions and exclusions; and
 - v) 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 licensor approves a Licensee proposal to install Antennas on a Licensor owned pole, then in addition to the other requirements of this Agreement the following shall apply:
 - i) Licensee shall provide and deliver to the Licensor a replacement pole (excluding mast arm); so that a replacement is immediately available to Licensor in case the original pole is damaged.

c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317
(866) 482-8890

WITH A COPY, WHICH SHALL NOT CONSTITUTE LEGAL NOTICE TO:

NewPath Networks, LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCN Contracts Management

Emergency Contact Phone Numbers:
DAS Network Operations Center (NOC)

(888) 632-0931

- B. Any notice given by certified mail 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 DAS 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 DAS 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 DAS 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 ninety (90) 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 ten (10) 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 DAS 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 or the 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. PROHIBITIONS.

Licensee, and on behalf of any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et. seq* and 35-393 *et. seq*, that neither has “scrutinized” business operations, as defined in the preceding sections, in the countries of Sudan or Iran.

30. 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.

EXHIBIT A

(see attached)



SITE #: GLEN 06
SITE NAME: S. E. TRAFFIC POLE
JURISDICTION: GLENDALE
COUNTY: MARICOPA
STATE: ARIZONA

SHEET INDEX

- T-1 TITLE SHEET
- C-1 TOPOGRAPHIC SURVEY
- A-1 OVERALL SITE PLAN
- A-2 ENLARGED SITE PLAN
- A-3 ELEVATIONS
- E-1 ELECTRICAL PLAN
- E-2 ONE LINE DIAGRAM AND PANEL SCHEDULE
- E-3 GROUNDING PLAN
- E-4 ELECTRICAL DETAILS
- S-1 PIER FOUNDATION PLAN AND SECTION

PROJECT SUMMARY

PROJECT OWNER:
 3500 W. DESOLE #204E
 GLENDALE, AZ 85311

SITE ADDRESS:
 S.E. CORNER OF STATE
 AND GLENDALE AVENUE
 GLENDALE, AZ 85303

APPLICANT:
 NEWPATH NETWORKS
 1800 N. GORDON WAY
 SUITE 100
 PHOENIX, AZ 85016
 PHONE: (602) 556-3444
 FAX: (602) 556-3784

ZONING/PERMITTING CONTACT: MIKE KAVANAUGH
 PHONE: (209) 550-3855

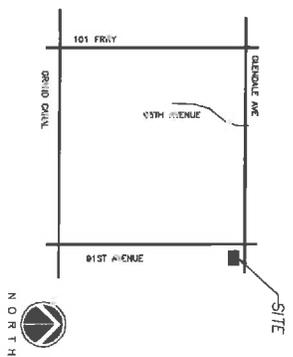
CONSULTING TEAM

ARCHITECTURAL:
 303 S. AGRESTA, DORSETT, P.C.
 3224 S. PINE LN
 TEMPE, ARIZONA 85283
 CONTACT: STEVE WOODBURY
 PHONE: (480) 948-7400
 FAX: (480) 948-7400

ELECTRICAL:
 3500 W. DESOLE, DORSETT, P.C.
 3500 W. DESOLE #204E
 GLENDALE, ARIZONA 85311
 CONTACT: STEVE WOODBURY
 PHONE: (480) 948-7400
 FAX: (480) 948-7400

ENGINEER:
 WGS & ASSOCIATES
 6006 E. BUCKINGHAM RD
 MESA, ARIZONA 85205
 CONTACT: LARRY SOKOLOFF
 PHONE: (480) 948-7400
 FAX: (480) 941-7585

VICINITY MAP



PROJECT DESCRIPTION

PROPOSED ONE (1) ANTENNA PER SECTION WITH 3 SECTIONS (TOTAL OF 3 ANTENNAS) @ OF 150' X 210' (MINIMUM) MOUNTED TO PROPOSED PIER ON GLENDALE AVENUE. THE PROPOSED PIER SHALL BE CONCRETE AND SHALL BE BUILT WITH REINFORCED CONCRETE. THE PROPOSED PIER SHALL BE BUILT WITH REINFORCED CONCRETE. THE PROPOSED PIER SHALL BE BUILT WITH REINFORCED CONCRETE.

BUILDING CODE: 2003 INTERNATIONAL BUILDING CODE
 2007 NATIONAL ELECTRICAL CODE

OCCUPANCY CLASSIFICATION: I-2 (NEW TRAFFIC POLE)
 TYPE OF CONSTRUCTION: N/A (NO MOUNTED EQUIPMENT CONCRETE)

SYMBOLS



DRIVING DIRECTIONS

FROM THE I-10 HARBOR FREEWAY APPROXIMATELY 1.5 MILES WEST TO I-10 AND I-17 INTERCHANGE, TRAVEL EAST ON I-10 TO I-17 INTERCHANGE AND TURN RIGHT ON I-17 WEST. TRAVEL WEST ON I-17 TO I-19 INTERCHANGE AND TURN RIGHT ON I-19 SOUTH. TRAVEL SOUTH ON I-19 TO I-19 AND I-17 INTERCHANGE AND TURN RIGHT ON I-17 WEST TO THE SITE.

APPROVAL BLOCK

PROJECT INFORMATION
 182004-002

GLEN 06
S. E. TRAFFIC POLE

S.E. CORNER OF STATE AVENUE AND GLENDALE AVENUE GLENDALE, AZ 85303

SHEET TITLE

TITLE SHEET, VICINITY MAP AND GENERAL INFORMATION

SHEET NUMBER
T-1

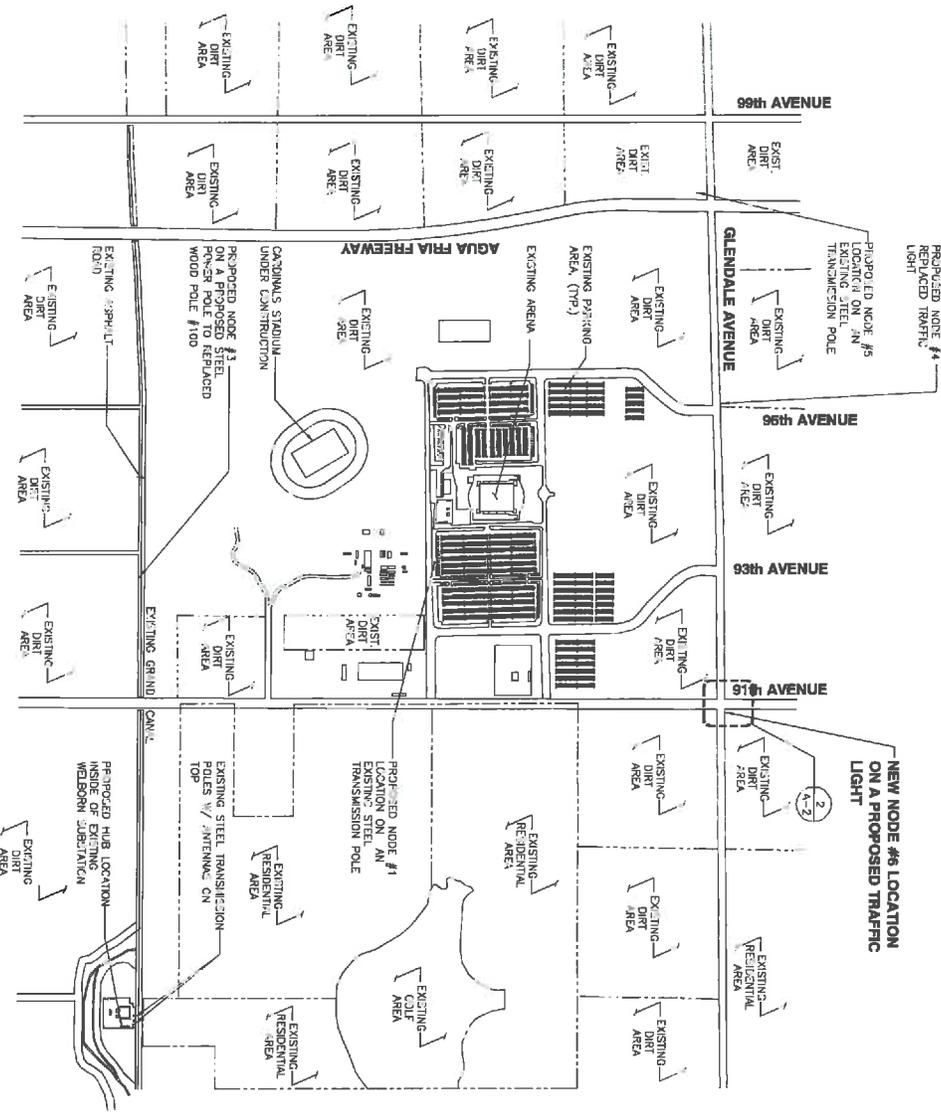
NO.	DATE	DESCRIPTION	BY
1	02/10/08	PRELIMINARY	RD
2	04/19/08	SUBMITTAL	RD

PLANET PROVIDED BY:

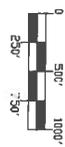
KODIC Antenna Systems - Glendale, P.C.
 8124 S. GLENDALE AVENUE
 TEMPE, ARIZONA 85283
 PHONE: (480) 948-7400
 FAX: (480) 948-7400

newpath NETWORKS

1800 N. GORDON WAY, SUITE 100, PHOENIX, AZ 85016
 PHONE: (602) 556-3444 FAX: (602) 556-3784



OVERALL SITE PLAN
SCALE: 1" = 300'-0" (ON 91ST ST) AND
1" = 500'-0" (ON 99TH ST) AND



APPROVAL BLOCK

SHEET NUMBER
A-1

SITE PLAN

PROJECT INFORMATION
182004.002
GLEN 06
S. E. TRAFFIC POLE
S.E. CORNER OF 91st AVE.
AND GLENDALE AVENUE
GLENDALE, AZ 85305

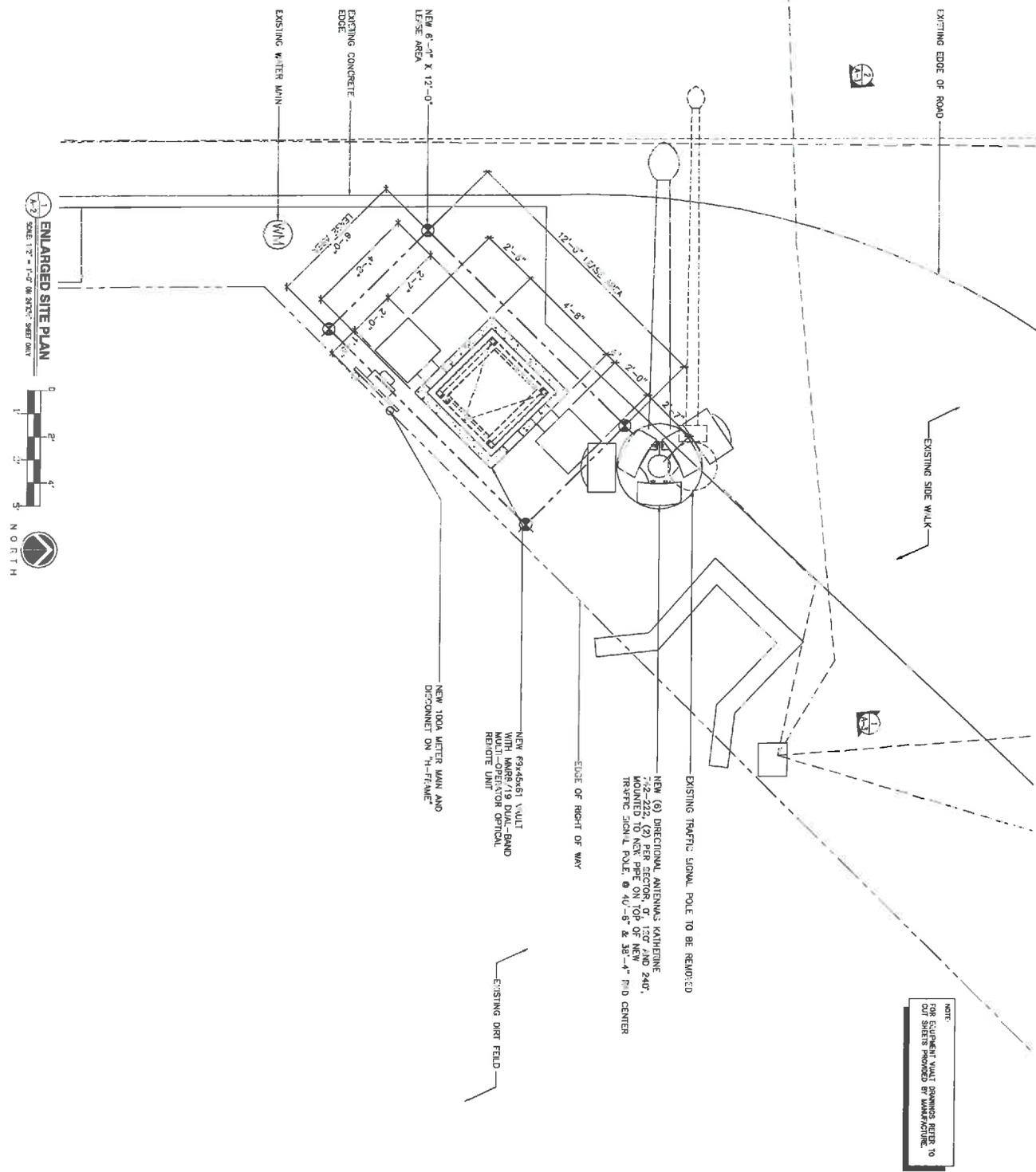
NO.	DATE	DESCRIPTION	BY
1	02/10/06	PRELIMINARY	RO
2	04/19/06	SUBMITTAL	RO

KDC Architects - Engineers, P.C.
12241 Sunset Blvd #282
Tampa, FL 33627
Tel: 813-988-7429 FAX: 813-988-7403
www.kdc-architects.com

newpath NETWORKERS
1305 N. WILSON AVE. WEEHAWEN, NJ 08018
PHONE: (609) 598-2858 FAX: (609) 598-2788

PLANS PREPARED BY

NOTE:
FOR EQUIPMENT WHAT DIMENSIONS REFER TO
DIMENSIONS PROVIDED BY MANUFACTURER.

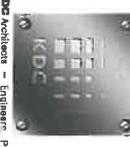


ENLARGED SITE PLAN
SCALE: 1" = 1'-0" (SEE SHEET A-1)
NORTH

newpath NETWORKS

1300 N. WILSON WAY, SUITE 100, WA, 98101
PH: 206.453.7639 FAX: 206.453.7632
WWW.NEWPATHNETWORKS.COM

PLANS PREPARED BY:



KDC

NO.	DATE	DESCRIPTION	BY
1	02/10/08	PRELIMINARY	RO
2	04/13/08	SUBMITTAL	RO

PROJECT INFORMATION
102004.C02

GLEN 06
S. E. TRAFFIC POLE

5 E. CORNER OF 31st AVE.
AND GLENDALE AVENUE
GLENDALE, AZ 85503

SHEET TITLE

ENLARGED SITE PLAN

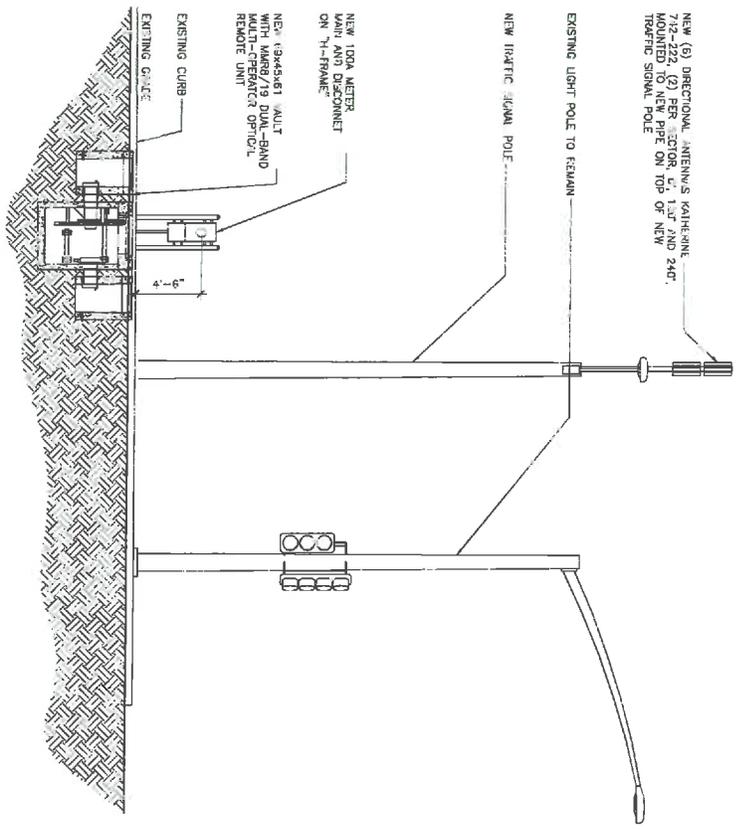
SHEET NUMBER

A-2

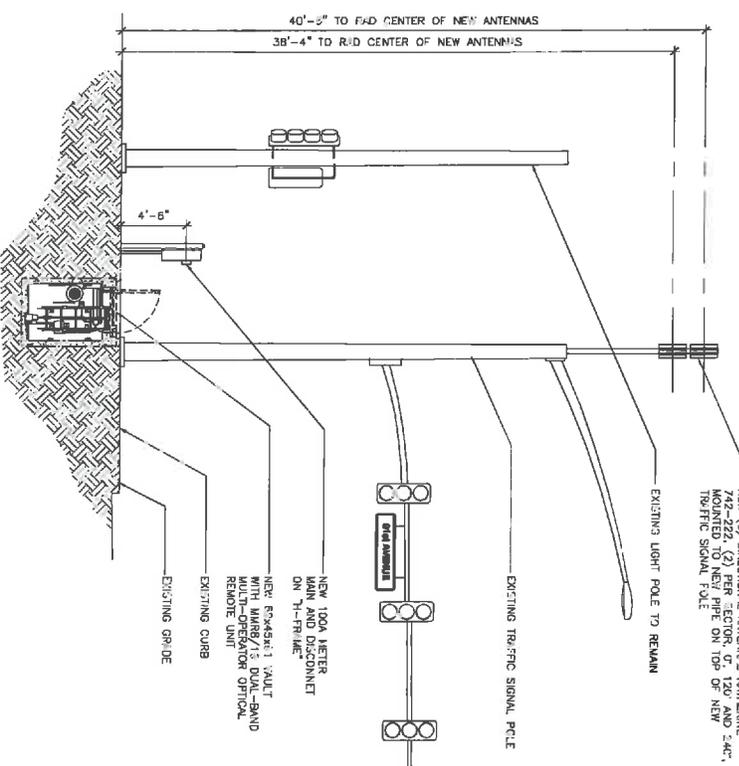
APPROVAL BLOCK

NOTE:
 CONTRACTOR TO PROVIDE EROSION CONTROL FOR EXISTING SIGNAL AND THE TOP OF THE EQUIPMENT CURB. TO BE PAINTED AT FINISH GRADE OF SIGNAL. TO BE PAINTED AT FINISH GRADE OF EQUIPMENT CURB. TO BE PAINTED AT FINISH GRADE OF SIGNAL. TO BE PAINTED AT FINISH GRADE OF EQUIPMENT CURB. TO BE PAINTED AT FINISH GRADE OF SIGNAL. TO BE PAINTED AT FINISH GRADE OF EQUIPMENT CURB.

NOTE:
 ALL DIMENSIONS SHALL BE PROVIDED BY CONTRACTOR. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.



2 NORTH WEST ELEVATION
 SCALE: 1/4" = 1'-0" ON OTHER SHEET ONLY



1 NORTH EAST ELEVATION
 SCALE: 1/4" = 1'-0" ON OTHER SHEET ONLY



newpath
 NETWORKS
 1300 N. HIGHWAY 406, SUITE 200, TAMPA, FL 33610
 PHONE: (813) 550-0889 FAX: (813) 550-2788



KDC Collection - Engineers, P.C.
 802.438.7429 FAX 802.438-7423
 TAMPA, FL 33606
 WWW.KDCCOLLECTION.COM

NO.	DATE	DESCRIPTION	BY
1	02/10/06	PER/PLANNING	RO
2	04/19/06	SUBMITTAL	RS

PROJECT INFORMATION
 162234.002

GLEN 06
 S. E. TRAFFIC POLE

S.E. CORNER OF 91st AVE.
 AND GLENDALE AVENUE
 GLENDALE, AZ 85319

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-3

APPROVAL BLOCK

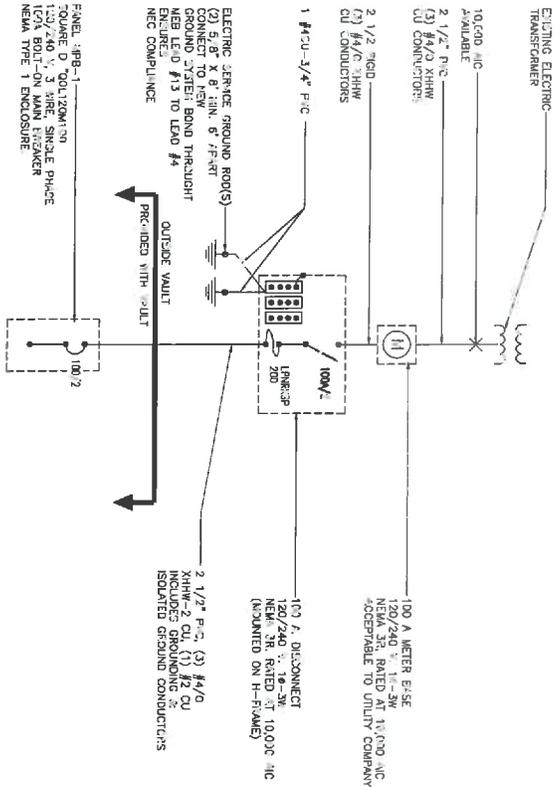
- ### ELECTRICAL GENERAL NOTES
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
 2. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).
 3. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
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 29. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
 30. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).

PANEL	MPB-1	TYPE	CO	MOUNTING	SURFACE	120/240V 1φ 3W	MAINS	100A
USE AND/OR AREA SERVED								
BLOWER	20	1	110					
SPACE	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
	13							
	14							
	15							
	16							
	17							
	18							
TOTAL WATTS PER PHASE						1742		1200
TOTAL AMPS PER PHASE						14.51		10

* LOAD X 1.25 FOR CONTINUOUS

2 PANEL SCHEDULE

11.1



ONE LINE DIAGRAM

11.1

APPROVAL BLOCK

SHEET NUMBER
E-2

PROJECT INFORMATION
18.04.002
GLEN 06
S. E. TRAFFIC POLE

S.E. CORNER OF 91st AVE AND DENOMIE A SHULE GLENDALE, AZ 85505

NO.	DATE	DESCRIPTION
1	02/10/06	PRELIMINARY
2	04/12/06	SUBMITTAL

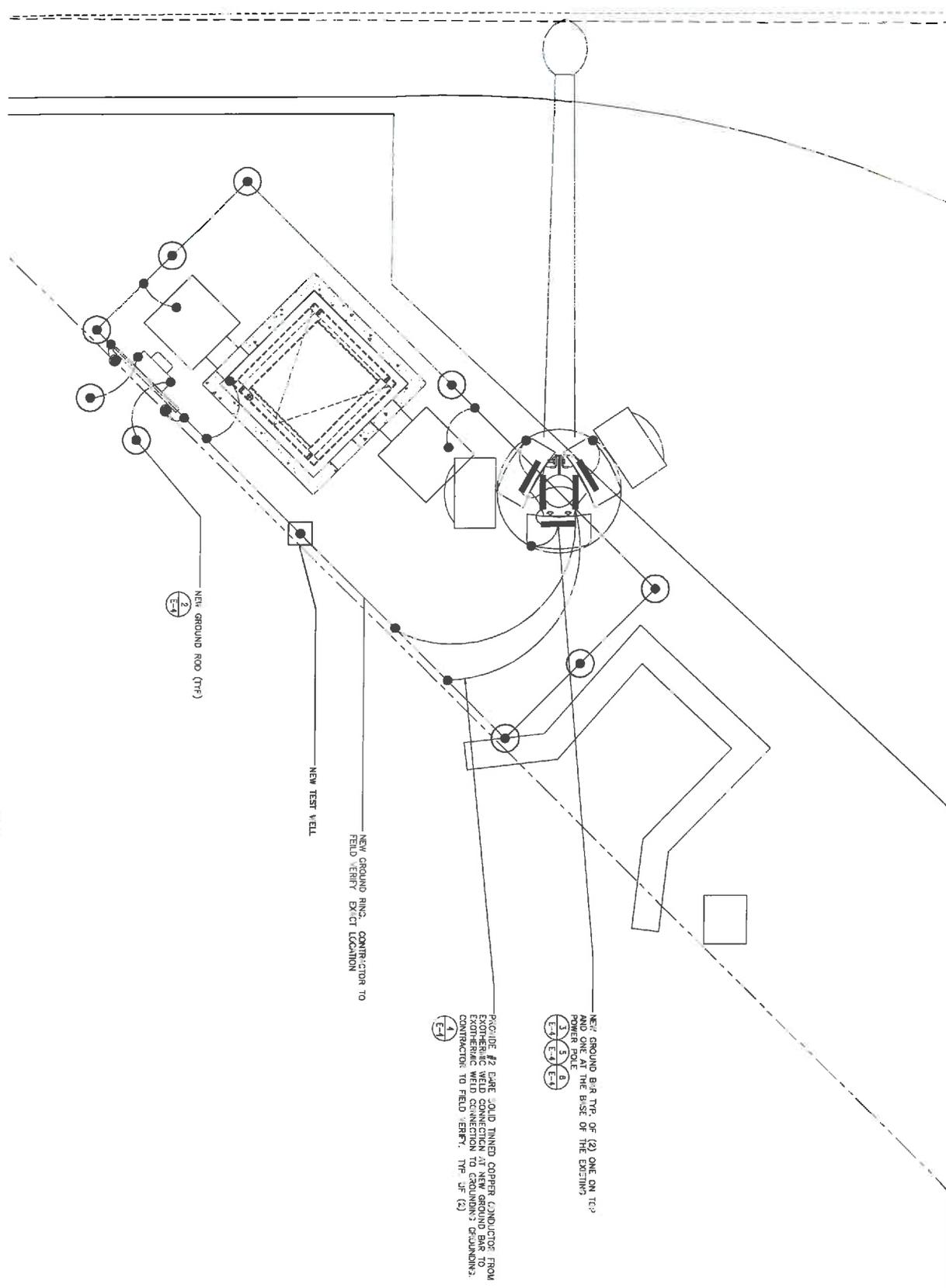
newpath NETWORKS

1300 N. NORTH GARDEN AVENUE SUITE 100, WA 98103
PHONE: (206) 556-9888 FAX: (206) 556-2700

PLANS PREPARED BY:

KDC

KDC Architects - Engineers, P.C.
802 437 7429 FAX: 602 438 7703
Tempe, Arizona 85282
www.kdc.com



GROUNDING PLAN
SCALE 3/4" = 1'-0" ON 24"x36" SHEET ONLY



(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)

POLE #2 BARE LIQUID TINNED COPPER CONDUCTORS FROM EXOTHERMIC WELD CONNECTION AT NEW GROUND BAR TO CONTRACTOR TO FIELD VERIFY. TYP. OF (2)

NEW GROUND RING, CONTRACTOR TO FIELD VERIFY EXIST. LOCATION

NEW GROUND ROD (TYP.)

APPROVAL BLOCK

SHEET NUMBER
E-3

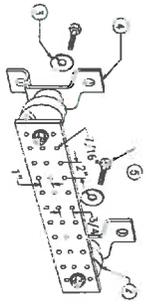
GROUNDING PLAN

PROJECT INFORMATION
182004.002
GLEN 06
S. E. TRAFFIC POLE
S.E. CORNER OF 71st AVE.
AND GLENDALE AVENUE
GLENDALE, AZ 85305

NO.	DATE	DESCRIPTION	BY
1	02/10/08	PRELIMINARY	RO
2	04/13/08	SUBMITTAL	RO

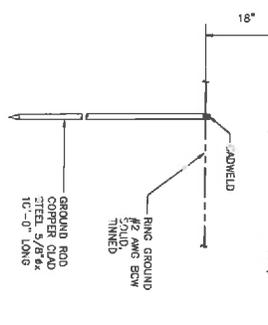
newpath NETWORK K&S
1200 N. GILBERT SUITE 100 WEST GLENDALE, AZ 85305
PHONE: (602) 596-8888 FAX: (602) 596-2786
PLANS PREPARED BY


newpath NETWORK K&S
1200 N. GILBERT SUITE 100 WEST GLENDALE, AZ 85305
PHONE: (602) 596-8888 FAX: (602) 596-2786

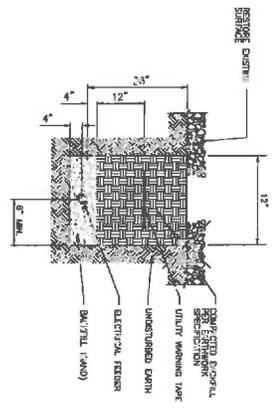


- LEGEND
- 1- COPPER GROUND BAR 1/2" x 4" x 50" NEWTON INSTRUMENT CO. CAT. NO. 31-6142 OR EQUIV. FOR EQUIV. MATERIALS. DOUBLE END CONNECTION. ACTUAL GROUND BAR SIZE WILL VARY BASED ON NUMBER OF GROUND CONNECTIONS.
 - 2- INSULATORS, NEWTON INSTRUMENT CAT. NO. 3011-4 OR EQUIV.
 - 3- 5/8" LOCK WASHERS, NEWTON INSTRUMENT CO. CAT. NO. 3015-B OR EQUIV.
 - 4- WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. CAT. NO. 31-0256 OR EQUIV.
 - 5- 5/8-11 x 1 1/4 HEX. BOLTS, NEWTON INSTRUMENT CO. CAT. NO. 3012-1 OR EQUIV.
 - 6- INSULATORS SHALL BE ELIMINATED WHEN BONDING DIRECTLY TO TOWER/MONOPOLIE STRUCTURE. CONNECTION TO TOWER/MONOPOLIE STRUCTURE SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.

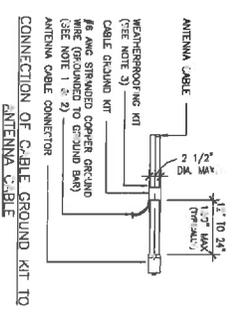
1-3 GROUND BAR
N12



2- GROUND ROD DETAIL
N13

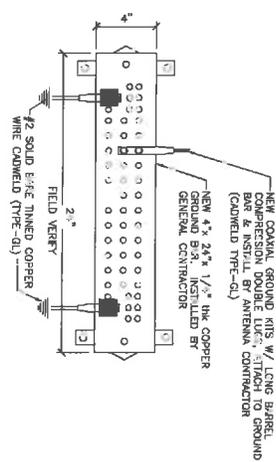


1- TRENCH DETAIL
N13



- NOTES
1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND EAR.
 2. CABLE GROUND KIT SHALL BE TYPE AND PART NUMBER AS APPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
 3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD STRIK SHALL KIT BE USED.

3- CABLE GROUND KIT
N13

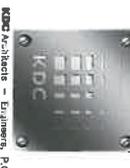


4- GROUND WIRE TO REBAR
N12

4- NOT USED
N11



1500 N. NORTH AVE. SUITE 100, WILMINGTON, NC 28403
PHONE: (704) 366-4868 FAX: (704) 366-4869
PLANS PREPARED BY:



KDC Architects - Engineers, P.C.
802 S. 3174th AVE. SUITE 202
TAMPA, FLORIDA 33613
TEL: (813) 973-1111 FAX: (813) 973-1112

NO.	DATE	DESCRIPTION	BY
1	02/10/06	PRELIMINARY	RO
2	04/19/08	SUBMITTAL	RO

PROJECT INFORMATION
102004-002

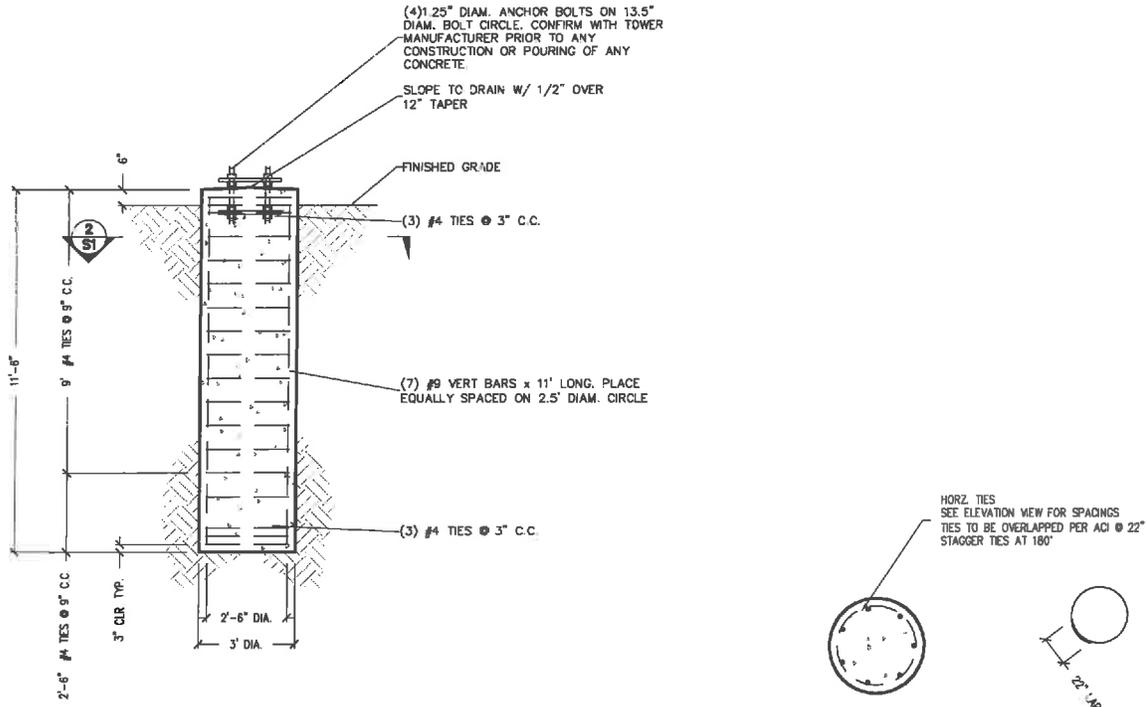
GLEN 06
S. E. TRAFFIC POLE
S.E. CORNER OF 91st AVE
AND GLENDALE AVE
GLENDALE, FL 33515

SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-4

APPROVAL BLOCK

New Path Node # 6
Gendle, AZ



1 ELEVATION VIEW
SCALE: 1/4" = 1'-0"

2 SECTION VIEW
SCALE: 1/4" = 1'-0"

ANCHOR BOLTS DETAILS MUST BE CONFIRMED WITH THE TOWER MANUFACTURER PRIOR TO POURING OF ANY CONCRETE.

PIER FOUNDATION - ELEVATION AND SECTION FOR 40' MONOPOLE

NOTES

1. FOUNDATION REACTIONS ARE AS PER E-MAIL FROM STEVE CLARK DATED 4/18/06
2. SOIL VALUES AS PER GEOTECHNICAL REPORT BY FOREE & YANN, INC #16887 DATED 3/15/06
3. ALL WORK SHALL BE DONE BY A CONTRACTOR EXPERIENCED IN SIMILAR WORK.
4. CONTACT THE ENGINEER IF THE FIELD CONDITIONS VARIES FROM AS STATED IN THE GEOTECHNICAL REPORT.
5. ALL CONCRETE SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 4,000 PSI.
6. ALL CONCRETE WORK SHALL CONFORM TO ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
7. CONCRETE COVERAGE OVER ALL STEEL SHALL CONFORM TO ACI 318 BUILDING CODE MINIMUM REQUIREMENTS AND AS SHOWN ON STRUCTURAL DETAILS.
8. ALL REINFORCING STEEL BARS SHALL BE DOMESTIC, NEW BILLET STEEL, ASTM A-615, GRADE 60. REINFORCING SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH ACI 315-LATEST EDITION - "MANUAL OF STANDARD FOR DETAILING REINFORCED CONCRETE".
9. WELDING OF REINFORCING BARS AND DWEL BARS IS PROHIBITED UNLESS OTHERWISE APPROVED BY ENGINEER.
10. PRIOR TO THE EXCAVATION, CHECK AREA FOR LOCATION OF UNDERGROUND PIPES, CABLES, ETC.
11. NO LOOSE DIRT OR FOREIGN MATERIAL SHOULD REMAIN AT THE BOTTOM OF THE EXCAVATION.
12. DESIGN IS BASED ON THE ASSUMPTION THAT THE FINISHED GRADE WILL BE THE SAME AS EXISTING GRADE. ANY CHANGED TO THIS SHOULD BE NOTIFIED TO THE STRUCTURAL ENGINEER.
13. ALL OSHA TRENCHING GUIDELINES SHOULD BE FOLLOWED. ALL SAFETY & EXCAVATION PROCEDURES SHOULD BE ESTABLISHED BEFORE CONSTRUCTION.
14. CONTRACTOR SHOULD BE FAMILIAR WITH THE GEOTECHNICAL REPORT.
15. ALL PIER CONSTRUCTION SHOULD BE IN CONFORMANCE WITH ACI 336.3R "DESIGN AND CONSTRUCTION OF DRILLED PIERS" - LATEST EDITION.
16. CONCRETE SHALL BE PLACED INTO EXCAVATION WITHIN 6-8 HOURS OF EXCAVATION WITH THE USE OF A CHUTE OR HOPPER DEVICE TO DIRECT THE CONCRETE TO FALL WITHIN THE CENTER OF THE STEEL CADE. CONCRETE SLUMP SHALL NOT BE LESS THAN 4" NOR MORE THAN 6". CONCRETE SHALL NOT BE ALLOWED TO HIT THE STEEL CADE WHICH WOULD CAUSE SEGREGATION OF THE MATERIAL.
17. PROPERLY COMPACT THE CONCRETE BY VIBRATING IN ACCORDANCE TO ACI 309 "STANDARD PRACTICE FOR CONSOLIDATION OF CONCRETE".
18. REFER TO SITE PLAN FOR TOWER ORIENTATION AND LOCATION.
19. PIER HOLE SHOULD BE DRILLED PLUMB AND TRUE WITH AN ALLOWABLE TOLERANCE OF 2%.
20. ANCHOR BOLTS TO BE FURNISHED BY THE TOWER MANUFACTURER. SET THE ANCHOR BOLTS WITH THE TEMPLATES PROVIDED AS PER MANUFACTURER INSTRUCTIONS. SUFFICIENT SPACING SHOULD BE PROVIDED UNDER THE TEMPLATE FOR CONCRETE FINISHING.
21. TO AVOID CAVE-INS USE TEMPORARY CASING. DEWATERING MAY BE REQUIRED
22. DO NOT LEAVE CASING IN PLACE.

DESIGN LOADS - REFER NOTE #1

DOWNLOAD	1.3 NPS
UPLIFT	0 NPS
SHEAR	.5 NPS
MOMENT	12.0 FT_NPS

BILL OF MATERIAL

DESCRIPTION	SIZE	LENGTH	QTY.
VERTICAL REBAR	#9	11'-0"±	7
PIER TIES	#4	9'-0"±	10

APPROXIMATE CONCRETE VOLUME
3.4 CUBIC YARDS



ALL DRAWINGS AND WRITTEN MATERIALS CONTAINED HEREIN ARE THE PROPERTY OF ALLPRO CONSULTING GROUP, INC. AND MAY NOT BE DUPLICATED, USED OR DISCLOSED.

SHEET
S1
OF
1

DRAWN BY: JG
ENGD. BY: JG
APP'D. BY: JMC
JOB # 06-413

SITE DESCRIPTION
New Path Node # 6
Gendle, AZ
CLIENT
KDC ARCHITECTS/NEW PATH NETWORKS
ARIZONA

REV	DATE	DESCRIPTION	BY
0	4/19/06	FINAL ISSUE	JG





SITE #: GLEN 04
SITE NAME: N. E. TRAFFIC POLE
JURISDICTION: GLENDALE
COUNTY: MARICOPA
STATE: ARIZONA

SHEET INDEX

- T-1 TITLE SHEET
- C-1 TOPOGRAPHIC SURVEY
- A-1 OVERALL SITE PLAN
- A-2 ENLARGED SITE PLAN
- A-3 ELEVATIONS
- E-1 ELECTRICAL PLAN
- E-2 ONE LINE DIAGRAM AND PANEL SCHEDULE
- E-3 GROUNDING PLAN
- E-4 ELECTRICAL DETAILS
- S-1 PIEN FOUNDATION PLAN AND SECTION

PROJECT SUMMARY

PROPERTY OWNER:
 GLENDALE CITY
 3500 W. GLENDALE A. ONE
 GLENDALE, AZ 85301

SITE ADDRESS:
 N. E. TRAFFIC POLE
 GLENDALE, AZ 85305

APPLICANT:
 NEWPATH NETWORKS
 12000 N. CENTRAL EXPRESS WAY
 SUITE 100
 PHOENIX, AZ 85026
 PHONE: (602) 955-3388
 FAX: (602) 955-3770

ZONING/PERMITTING:
 CONTACT: MIKE KAVANAGH
 PHONE: (209) 580-8868

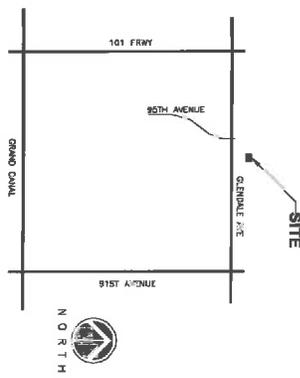
CONSULTING TEAM

ARCHITECTURAL:
 KIC ARCHITECTS, INC.
 3224 S. PEARL LN
 TEMPE, ARIZONA 85282
 CONTACT: BRIAN KORTZ
 PHONE: (480) 738-7303
 FAX: (480) 738-7303

ELECTRICAL:
 KIC ARCHITECTS, INC.
 3224 S. PEARL LN
 TEMPE, ARIZONA 85282
 CONTACT: BRIAN KORTZ
 PHONE: (480) 738-7303
 FAX: (480) 738-7303

ENGINEER:
 GREG E. BURGESS, INC.
 1001 N. CENTRAL EXPRESS WAY
 PHOENIX, AZ 85026
 PHONE: (602) 955-3388
 FAX: (602) 955-3770

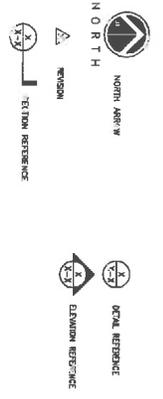
VACINITY MAP



PROJECT DESCRIPTION

PROPOSED ONE (1) ANTENNA PER SECTION WITH 3 SECTIONS, TOTAL OF 8 ANTENNAS TO BE LOCATED ON THE EXISTING TRAFFIC POLE. THE TRAFFIC POLE IS TO BE RELOCATED TO A TRAFFIC LIGHT INTERSECTION WITH 15' CLEARANCE OVER THE TRAFFIC LIGHT. THE TRAFFIC LIGHT IS TO BE RELOCATED TO THE INTERSECTION WITH 15' CLEARANCE OVER THE TRAFFIC LIGHT. THE TRAFFIC LIGHT IS TO BE RELOCATED TO THE INTERSECTION WITH 15' CLEARANCE OVER THE TRAFFIC LIGHT. THE TRAFFIC LIGHT IS TO BE RELOCATED TO THE INTERSECTION WITH 15' CLEARANCE OVER THE TRAFFIC LIGHT.

SYMBOLS



DRIVING DIRECTIONS

FROM THE SKY HARBOR PICKUP AIRPORT, TAKE THE I-17 WEST TO LOS ANGELES, AND THEN TAKE I-101 NORTH FROM LOS ANGELES, TAKE TURN RIGHT, THEN THE SITE IS LOCATED ON CORNER WITH SIGN ABOVE N. E. TRAFFIC POLE.

APPROVAL BLOCK

SHEET NUMBER
T-1

PROJECT INFORMATION
 120003.003
GLEN 04
N. E. TRAFFIC POLE
 N.E. CORNER OF 85th AVE
 AND 101st FRAY
 GLENDALE, AZ 85305

SHEET TITLE
TITLE SHEET, VICINITY MAP AND GENERAL INFORMATION

NO.	DATE	DESCRIPTION	BY
1	02/16/06	PRELIMINARY	RO
2	04/19/08	SUBMITTAL	RO

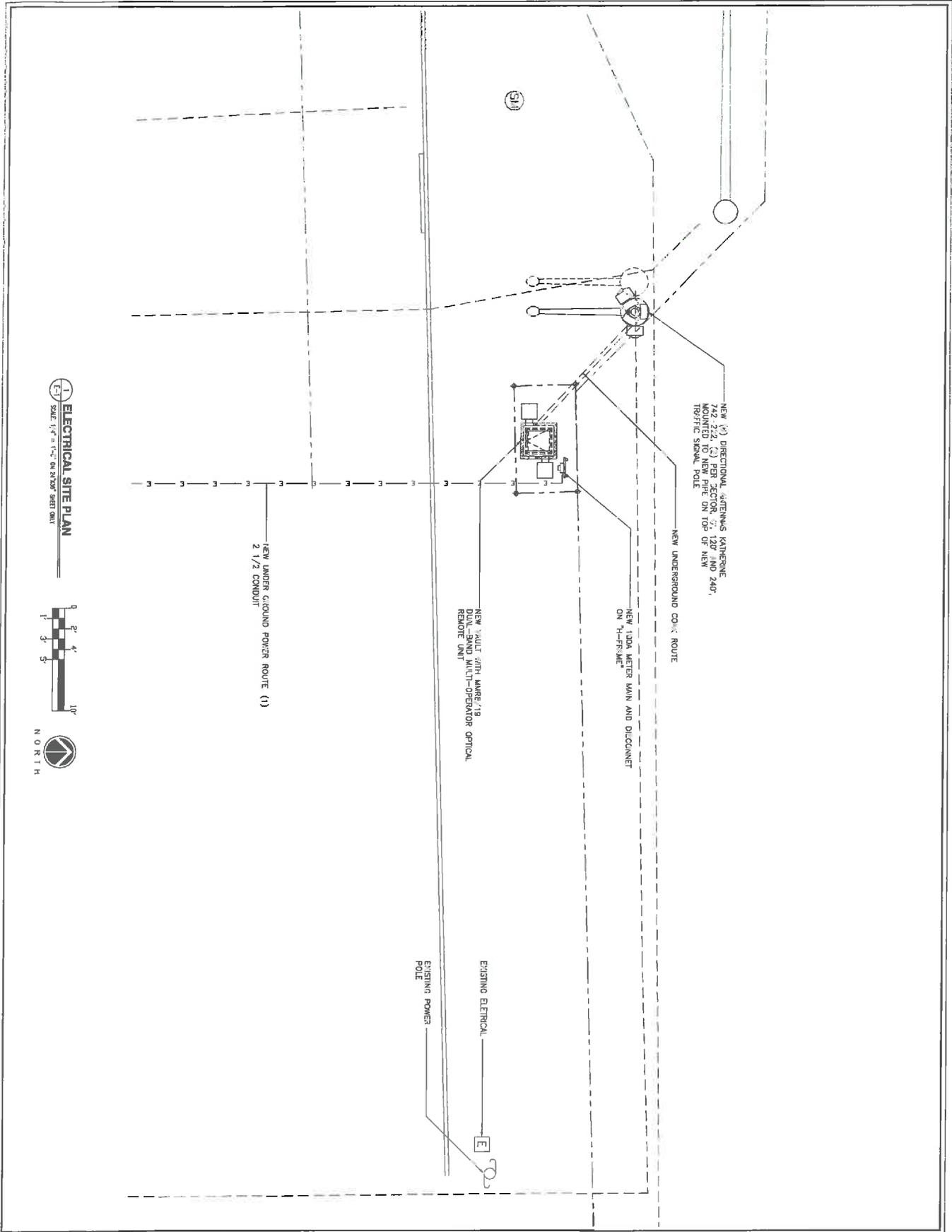
newpath NETWORKS

1200 N. CENTRAL EXPRESS WAY, SUITE 100, PHOENIX, AZ 85026
 602.955.3388
 www.newpathnetworks.com

PLANS PREPARED BY:

newpath NETWORKS

1200 N. CENTRAL EXPRESS WAY, SUITE 100, PHOENIX, AZ 85026
 602.955.3388
 www.newpathnetworks.com



ELECTRICAL SITE PLAN
 SCALE: 1/8" = 1'-0" ON 24" X 36" SHEET ONLY



APPROVAL BLOCK

SHEET NUMBER
E-1

ELECTRICAL SITE PLAN

PROJECT INFORMATION
 182003.003
GLEN 04
N. E. TRAFFIC POLE
 1/4" E. CORNER OF 9521 AVE
 AND 100' W. END OF
 RANNEY AVE
 GLENDALE, AZ 85309

NO	DATE	DESCRIPTION	BY
1	02/10/08	PRELIMINARY	RO
2	04/19/18	SUBMITTAL	RO



newpath
NETWORKS
 1320 N. NORTH LANE, SUITE 307, TULSA, OK 74104
 PHONE: (918) 585-2500 FAX: (918) 585-2700
 PLANS PREPARED BY

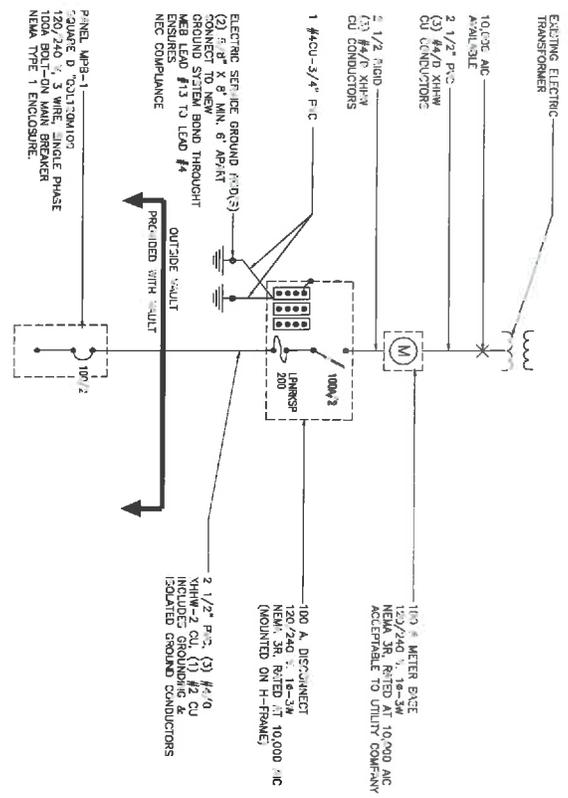
ELECTRICAL GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
2. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).
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PANEL	MPB-1	TYPE	QO	MOUNTING	SURFACE	120/240V 1Ø 3W	MAINS	100A	1Ø BRK SIZE (CH)
WIRE SIZE (CH)	USE AND/OR AREA SERVED	CB	NO.	CB	NO.	LOAD	2.8		
#12	BLOWER	1	1	118	2	118			#14
	SPACE				3	600			#14
					4	15			#14
					5	4			#14
					6	15			#14
					7	15			#14
					8	15			#14
					9	15			#14
					10	10			#14
					11	12			#14
					12	12			#14
					13	14			#14
					14	14			#14
					15	18			#14
					16	18			#14
					17	18			#14
					18	18			#14
					19	18			#14
					20	20			#14
TOTAL WATTS PER PHASE						1742			
TOTAL AMPS PER PHASE						14.21			
* LOAD x 1.25 FOR CONTINUOUS						10			

PANEL SCHEDULE

NLS



ONE LINE DIAGRAM

NLS



1201 N. WOODRIDGE AVE. SUITE 2, WA. 98102
PHOENIX (602) 950-4888 FAX: (602) 950-2788



KODC
KODC
KODC

PLANT PREPARED BY

DATE

DESCRIPTION

BY

NO.

DATE

DESCRIPTION

APPROVAL BLOCK

PROJECT INFORMATION

182003.003

GLEN 04

N. E. TRAFFIC POLE

N. E. CORNER OF 32nd AVE AND GLENDALE AVENUE GLENDALE, AZ 85305

SHEET TITLE

ONE LINE DIAGRAM

PANEL SCHEDULE

SHEET NUMBER

E-2

NEW GROUND BARS, TYP. OF (2) ONE ON TOP AND ONE AT THE BASE OF THE EXISTING POWER POLE.

1 5 6
E-4 E-4 E-4

PROVIDE #2 BARE SOLID THINNET COPPER CONDUCTOR FROM EXOTHERMIC WELD CONNECTION AT NEW GROUND BAR TO EXISTING CONDUCTOR TO FIELD ENTRY. TYP. OF (2)

E-4

NEW GROUND BARS, CONTRACTOR TO FIELD ENTRY EXACT LOCATION

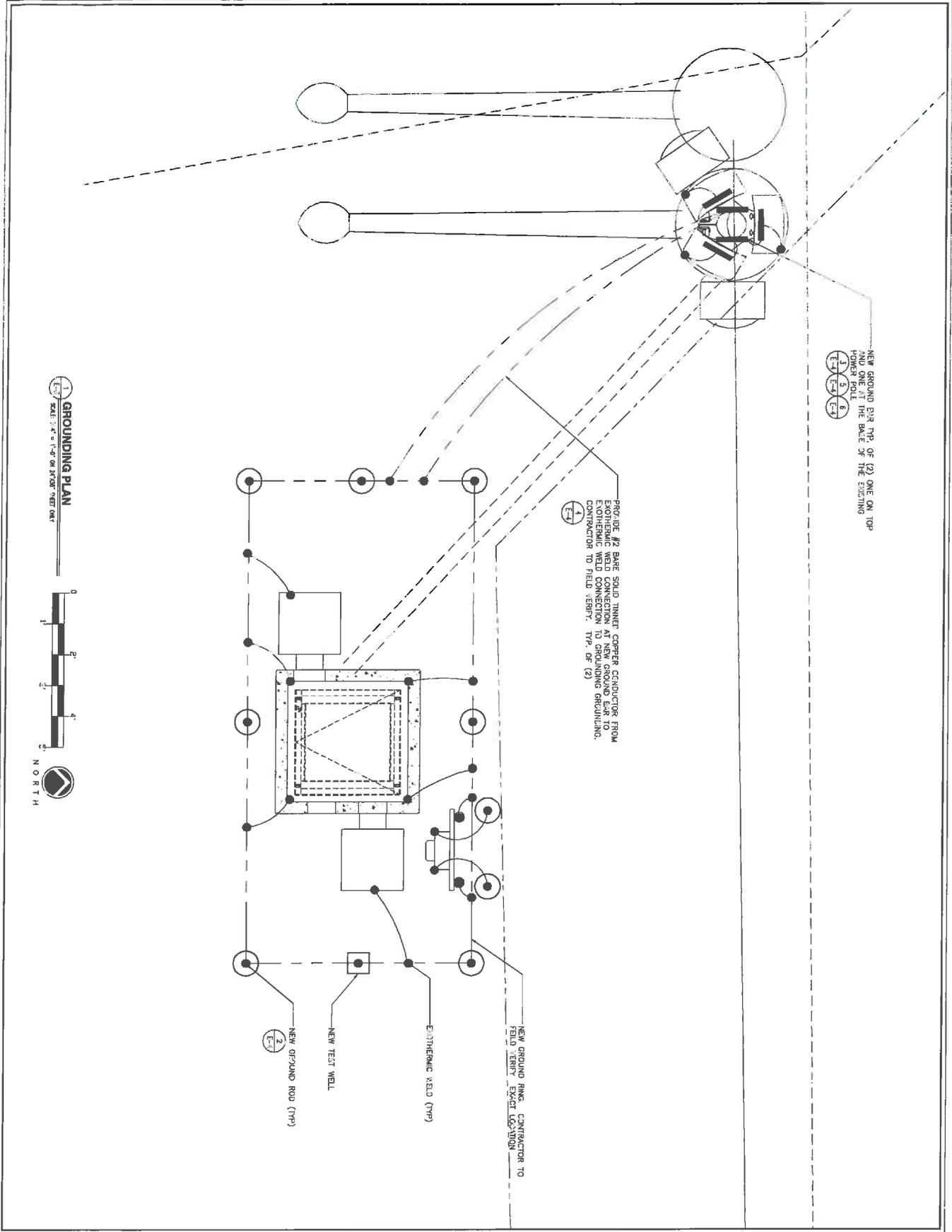
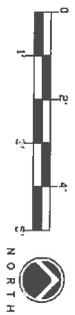
EXOTHERMIC WELD (TYP)

NEW TEST WELL

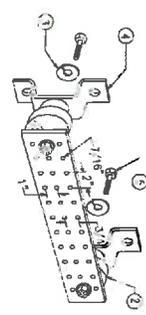
NEW GROUND ROD (TYP)

E-2

GROUNDING PLAN
SCALE: 1" = 1'-0" OR AS NOTED NEXT DATE

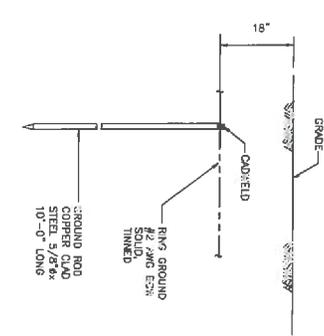


<p>1800 R. HENRY LANE, SUITE 10071 E., VA. 80103 PHONE (304) 586-1800 FAX (304) 586-2528</p> <p>PLANS PREPARED BY</p> <p>KDC CONSULTANTS - Engineering, P.C. 10000 W. 10th St., Suite 1000, Overland Park, KS 66211 802.438.7428 Fax: 802.438.7403 www.kdc.com</p>	<p>NO. DATE DESCRIPTION BY</p> <p>1 02/10/04 PRELIMINARY RD</p> <p>2 04/15/05 SUBMITTAL RD</p>
	<p>PROJECT INFORMATION 120003.003</p> <p>GLEN 04 N. E. TRAFFIC POLE</p> <p>N.E. CORNER OF 95th & E 10th ST. DALLAS TEXAS GLENDALE, TX 75203</p>
<p>APPROVAL BLOCK</p>	

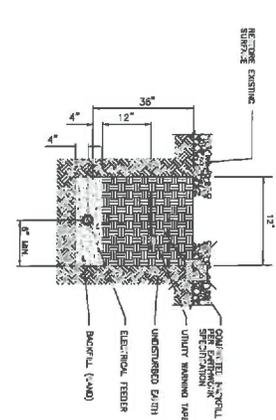


- LEGEND
- 1- COPPER GROUND BAR, 1/2" x 4" x 20' NEWTON INSTRUMENT CO. CAT. NO. 2015-8 OR EQUAL. (SEE NOTE 1 FOR MEASUREMENTS AND CONNECTIONS. DOUBLE LUG CONFIGURATION. LUGS, GROUND BAR SIZE WILL VARY BASED ON NUMBER OF GROUND CONNECTIONS.)
 - 2- INSULATORS, NEWTON INSTRUMENT CAT. NO. 2091-4 OR EQUAL
 - 3- 5/8" LOCK WASHERS, NEWTON INSTRUMENT CO. CAT. NO. 2015-8 OR EQUAL
 - 4- WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. CAT. NO. 4-6025 OR EQUAL
 - 5- 5/8-11 x 1" NUTS, BOLTS, NEWTON INSTRUMENT CO. CAT. NO. 2012-1 OR EQUAL
- *INSULATORS SHALL BE TERMINATED WITH BRONZE OR ZINC TO TOWER/MONOPOLE STRUCTURE CONNECTION TO TOWER/MONOPOLE STRUCTURE SHALL BE PER MANUFACTURER'S RECOMMENDATIONS

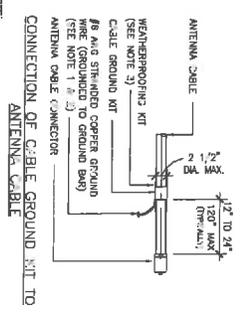
1- GROUND BAR
N15



2- GROUND ROD DETAIL
N15

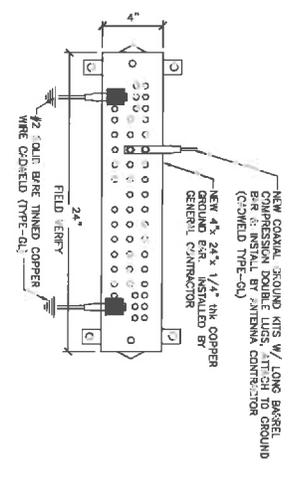


3- TRENCH DETAIL
N15



- NOTE:
1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
 2. GROUNDING KIT SHALL BE THE AND PART NUMBER, AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
 3. WEATHER PROOFING SHALL BE TWO-PART TYPE KIT, COLD SHINK SHALL NOT BE USED.

4- CABLE GROUND KIT
N15



- NOTE: COAT ALL MECHANICAL CONNECTIONS WITH 'NCOV' OR APPROVED EQUAL.

5- GROUND WIRE TO REBAR
N15

6- NOT USED
N15

APPROVAL BLOCK

SHEET NUMBER
E-4

ELECTRICAL DETAILS

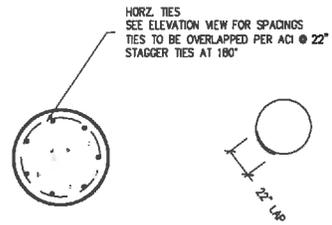
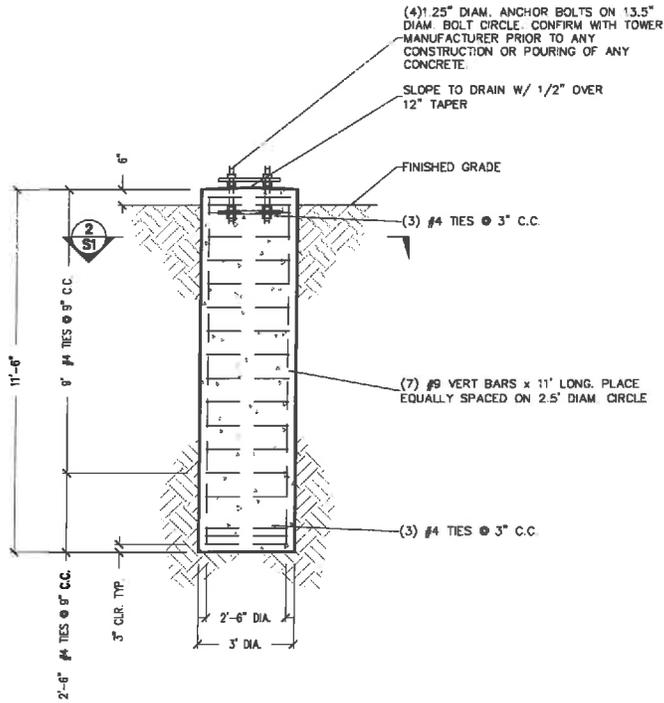
PROJECT INFORMATION
182033.003
GLEN 04
N. E. TRAFFIC POLE
N.E. CORNER OF 15817th E
AND GLENDALE AVENUE
GLENDALE, WY 83030

NO.	DATE	DESCRIPTION	BY
1	02/10	PRELIMINARY	RO
2	04/19	JOB SUBMITTAL	RO

KDC Acrylics - Engineers, P.C.
1300 N. HIGHWAY 100, SUITE 200, WY 83030
PHONE: (307) 550-1888 FAX: (307) 550-2788
TOLL FREE: 1-800-451-8888
WWW.KDC-ENGINEERS.COM

newpath NETWORKS
PLANS PREPARED BY

New Path Node # 4
Gendle, AZ



2 SECTION VIEW
SCALE: 1/4" = 1'-0"

ANCHOR BOLTS DETAILS MUST BE CONFIRMED WITH THE TOWER MANUFACTURER PRIOR TO POURING OF ANY CONCRETE.

1 ELEVATION VIEW
SCALE: 1/4" = 1'-0"

PIER FOUNDATION - ELEVATION AND SECTION FOR 40' MONOPOLE

NOTES

- FOUNDATION REACTIONS ARE AS PER E-MAIL FROM STEVE CLARK DATED 4/18/06
- SOIL VALUES AS PER GEOTECHNICAL REPORT BY FOREE & VANN, INC #16780 DATED 3/15/06
- ALL WORK SHALL BE DONE BY A CONTRACTOR EXPERIENCED IN SIMILAR WORK.
- CONTACT THE ENGINEER IF THE FIELD CONDITIONS VARIES FROM AS STATED IN THE GEOTECHNICAL REPORT.
- ALL CONCRETE SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 4,000 PSI.
- ALL CONCRETE WORK SHALL CONFORM TO ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- CONCRETE COVERAGE OVER ALL STEEL SHALL CONFORM TO ACI 318 BUILDING CODE MINIMUM REQUIREMENTS AND AS SHOWN ON STRUCTURAL DETAILS.
- ALL REINFORCING STEEL BARS SHALL BE DOMESTIC, NEW BILLET STEEL, ASTM A-615, GRADE 60. REINFORCING SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH ACI 315-LATEST EDITION - "MANUAL OF STANDARD FOR DETAILING REINFORCED CONCRETE".
- WELDING OF REINFORCING BARS AND DOWEL BARS IS PROHIBITED UNLESS OTHERWISE APPROVED BY ENGINEER.
- PRIOR TO THE EXCAVATION, CHECK AREA FOR LOCATION OF UNDERGROUND PIPES, CABLES, ETC.
- NO LOOSE DIRT OR FOREIGN MATERIAL SHOULD REMAIN AT THE BOTTOM OF THE EXCAVATION.
- DESIGN IS BASED ON THE ASSUMPTION THAT THE FINISHED GRADE WILL BE THE SAME AS EXISTING GRADE. ANY CHANGED TO THIS SHOULD BE NOTIFIED TO THE STRUCTURAL ENGINEER.
- ALL OSHA TRENCHING GUIDELINES SHOULD BE FOLLOWED. ALL SAFETY & EXCAVATION PROCEDURES SHOULD BE ESTABLISHED BEFORE CONSTRUCTION.
- CONTRACTOR SHOULD BE FAMILIAR WITH THE GEOTECHNICAL REPORT.
- ALL PIER CONSTRUCTION SHOULD BE IN CONFORMANCE WITH ACI 336.3R "DESIGN AND CONSTRUCTION OF DRILLED PIERS" - LATEST EDITION.
- CONCRETE SHALL BE PLACED INTO EXCAVATION WITHIN 6-8 HOURS OF EXCAVATION WITH THE USE OF A CHUTE OR HOPPER DEVICE TO DIRECT THE CONCRETE TO FALL WITHIN THE CENTER OF THE STEEL CAGE. CONCRETE SLUMP SHALL NOT BE LESS THAN 4" NOR MORE THAN 6". CONCRETE SHALL NOT BE ALLOWED TO HIT THE STEEL CAGE WHICH WOULD CAUSE SEGREGATION OF THE MATERIAL.
- PROPERLY COMPACT THE CONCRETE BY VIBRATING IN ACCORDANCE TO ACI 309 "STANDARD PRACTICE FOR CONSOLIDATION OF CONCRETE".
- REFER TO SITE PLAN FOR TOWER ORIENTATION AND LOCATION.
- PIER HOLE SHOULD BE DRILLED PLUMB AND TRUE WITH AN ALLOWABLE TOLERANCE OF 2K.
- ANCHOR BOLTS TO BE FURNISHED BY THE TOWER MANUFACTURER. SET THE ANCHOR BOLTS WITH THE TEMPLATES PROVIDED AS PER MANUFACTURER INSTRUCTIONS. SUFFICIENT SPACING SHOULD BE PROVIDED UNDER THE TEMPLATE FOR CONCRETE FINISHING.
- TO AVOID CAVE-INS USE TEMPORARY CASING. DEWATERING MAY BE REQUIRED.
- DO NOT LEAVE CASING IN PLACE.

DESIGN LOADS - REFER NOTE #1

DOWNLOAD	1.3 KIPS
UPLIFT	0 KIPS
WIND SHEAR	.5 KIPS
MOMENT	12.9 FT-KIPS

BILL OF MATERIAL

DESCRIPTION	SIZE	LENGTH	QTY.
VERTICAL REBAR	#9	11'-0" ±	7
PIER TIES	#4	8'-0" ±	19

APPROXIMATE CONCRETE VOLUME

3 ± CUBIC YARDS



ALL DRAWINGS AND WRITTEN MATERIALS CONTAINED HEREIN ARE THE PROPERTY OF ALLPRO CONSULTING GROUP, INC. AND MAY NOT BE DUPLICATED, USED OR DISCLOSED.

SHEET
S1
OF
1

DRAWN BY: JG
ENGD. BY: JG
APPD. BY: JMG
JOB # 08-413

SITE DESCRIPTION
New Path Node # 4
Gendle, AZ

CLIENT
KDC ARCHITECTS/NEW PATH NETWORKS
ARIZONA

REV	DATE	DESCRIPTION	BY
0	4/19/06	FINAL ISSUE	JG

KDC Architects-Engineers, P.C.
3708 E. Fair Lakes, Tempe, AZ 85289
Phone: 602-438-7439 Fax: 602-438-7403
www.kdcarchitects.com

ALLPRO
CONSULTING GROUP, INC.
2005 N. Collins, # 102, Richardson, TX 75080
Phone: 214-951-1743 Fax: 972-364-8771
www.allprogroup.com

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



Legislation Description

File #: 15-740, Version: 1

ORDINANCE 2969: ACCEPTANCE OF A SEWER LINE EASEMENT AT ASPERA LOT 4A

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting a new sewer line easement at Aspera.

Background

A new public sewer line has been constructed and approved by the City on Lot 4A at Aspera, located north of State Route 101 and west of 75th Avenue. The sewer line will meet the sewer demands for future development on this parcel. Store Capital Acquisitions, LLC, is granting an easement to allow the City to access, operate, maintain and repair the new sewer line consistent with City Code.

Analysis

Staff recommends acceptance of the new sewer line 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. 2969 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A SEWER LINE EASEMENT LOCATED AT LOT 4A OF ASPERA; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, Store Capital Acquisitions, LLC, owns Lot 4A of the Aspera real estate development project located north of State Route 101 and west of 75th Avenue; and

WHEREAS, Store Capital Acquisitions, LLC, is developing this parcel for commercial uses; and

WHEREAS, Store Capital Acquisitions, LLC, needed to install a new sewer line to meet the sewer demands of future development on Lot 4A of Aspera; and

WHEREAS, construction of the new sewer line has been completed and approved by the City; and

WHEREAS, Store Capital Acquisitions, LLC is granting a new sewer line easement to the City so that the City may operate, repair, replace, maintain or remove facilities and appurtenances consistent with providing sewer service.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City is hereby accepting an easement for the location of a new sewer line pursuant to the Conveyance of Easement, which is attached as Exhibit A. Upon the execution by the Grantor, Store Capital Acquisitions, LLC, the City will have legal title to an easement for the purpose of operating, repairing, replacing, maintaining and removing sewer lines consistent with the City Code.

SECTION 2. The Council hereby authorizes and instructs the City Manager to execute the Conveyance of Easement, which is attached hereto as Exhibit A, granting a sewer line easement described herein to the City.

SECTION 3. The City Clerk is instructed and authorized to forward a certified copy of this ordinance and conveyance of easement 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 _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

o_eng_store capital.doc

EXHIBIT A

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, We, **Store Capital Acquisitions, LLC** a Delaware limited liability company, do hereby convey to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove a sewer line and appurtenances (“facilities”) upon, over and under the surface of the following described property:

See Attached Description, “Exhibit A”

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this _____ day of _____, 2015.

By: _____
Michael T. Bennett,
Executive VP and General Counsel

**Exempt Pursuant to A.R.S. §11-1134(A)(2),
11-1134(A)(3)**

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Michael T. Bennett, Executive VP and General Counsel, who acknowledged that he executed this instrument for the purposes therein contained.

Notary Public

My commission expires:

NWC 75th Avenue/ Beardsley Rd

EXHIBIT A

LEGAL DESCRIPTION
20' PUBLIC SEWER EASEMENT

A portion of Lot 4A as shown on "Minor Land Division of Lot 3 and Lot 4 of Aspera Final Plat", recorded in Book 1215, Page 16, Records of Maricopa County, Arizona, located within the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

COMMENCING at an Arizona Department of Transportation aluminum cap in handhole found at the Southeast Corner of said Section 23, from which a Bureau of Land Management brass cap found at the south quarter corner thereof bears North 89°53'57" West, a distance of 2643.29 feet; thence along the south line of the southeast quarter of said Section 23, North 89°53'57" West, 495.67 feet; thence leaving said south line, North 00°06'03" East, 567.34 feet to a point on the north line of a 20' wide sewer easement according to Document Number 1996-0378562, Records of Maricopa County, and the POINT OF BEGINNING;

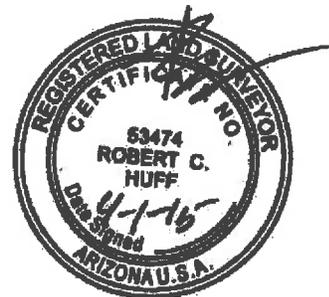
thence leaving said north line, North 14°46'49" West, 271.83 feet to a point on the north line of said Lot 4A;

thence along the north line of said Lot 4A, North 76°02'49" East, 20.00 feet;

thence leaving said north line, South 14°46'49" East, 271.83 feet to a point on the north line of said 20' wide sewer easement;

thence along the north line of said 20' wide sewer easement, South 76°02'43" West, 20.00 feet to the POINT OF BEGINNING.

Said parcel containing 5,437 square feet or 0.125 acres, more or less.



bx: 6/30/15



TRACT B
BK. 1199, PG. 10
MCR

ASPERA BLVD

PROPOSED PRIVATE SEWER ESMT

PROPOSED COMBINATION
WATER AND SEWER ESMT

LOT 3A
BK. 1215, PG. 16
MCR

L2

PUBLIC SEWER ESMT
5,437 SQ. FT.
0.125 AC±

20'

LOT 4A
BK. 1215, PG. 16
MCR

P.O.B.

L4

20' SEWER ESMT
DOC. NO. 1996-0378562,
MCR

APN
200-20-006X

S.R. 101L

NOTE:
SEE SHEET 2 FOR EASEMENT
DATA TABLES AND LEGEND

S. 1/4 COR.
SEC. 23, T.4N., R.1E.,
FD. BLM BRASS CAP

P.O.C.
S.E. COR. SEC. 23, T.4N., R.1E.
FD. ALUM. CAP IN HANDHOLE
MKD. A.D.O.T.

567.34'
N00°06'03"E

2147.61'

495.67'

N89°53'57"W 2643.29'

DATE: 4/2015

SCALE:
1"=150'

SHEET

1 OF 2

**20' PUBLIC SEWER EASEMENT
MLD OF LOTS 3 & 4 OF ASPERA
BOOK 1215, PAGE 16, M.C.R.**



**DAVID EVANS
AND ASSOCIATES INC.**

4600 East Washington Street, Suite 430

Phoenix Arizona 85034

Phone: 602.678.5151

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	N14°46'49"W	271.83'
L2	N76°02'49"E	20.00'
L3	S14°46'49"E	271.83'
L4	S76°02'43"W	20.00'

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
BLM = BUREAU OF LAND MANAGEMENT
A.D.O.T. = AZ DEPT. OF TRANSPORTATION
MLD = MINOR LAND DIVISION
ESMT = EASEMENT

DATE: 4/2015

SCALE: N.T.S.	20' PUBLIC SEWER EASEMENT MLD OF LOTS 3 & 4 OF ASPERA BOOK 1215, PAGE 16, M.C.R.	 DAVID EVANS AND ASSOCIATES INC. 4600 East Washington Street, Suite 430 Phoenix Arizona 85034 Phone: 602.678.5151
SHEET 2 OF 2		



**SEWER LINE EASEMENT
AT ASPERA LOT 4A**



Legislation Description

File #: 15-741, **Version:** 1

ORDINANCE 2970: ACCEPTANCE OF A WATER LINE EASEMENT AT ASPERA LOT 4A

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting a new water line easement at Aspera.

Background

A new public waterline has been constructed and accepted by the City on Lot 4A in the Aspera development. The new water line will meet the domestic water demands and fire protection requirements of the City Code for future development west of 75th Avenue and north of Beardsley Road. Store Capital Acquisitions, LLC is granting the City an easement for the new water line to allow the City to access, maintain, operate and repair the new water line consistent with City Code.

Analysis

Staff recommends acceptance of the new water line 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. 2970 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WATER LINE EASEMENT LOCATED AT LOT 4A OF ASPERA; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, a new water line would benefit future development on Lot 4A of Aspera, located approximately 300 feet west of 75th Avenue and 200 feet north of Beardsley Road and meet the domestic water demands and fire protection requirements of City Code; and

WHEREAS, construction of the new water line has been completed and accepted by the City. Store Capital Acquisitions, LLC is granting a new water line easement to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City is hereby accepting an easement for the location of a new water line pursuant to the Conveyance of Easement, which is attached as Exhibit A. Upon the execution by the Grantor, Store Capital Acquisitions, LLC, the City will have legal title to an easement for the purpose of operating, repairing, replacing, maintaining and removing water lines consistent with the City Code.

SECTION 2. The City Council hereby authorizes and instructs the City Manager to execute the Conveyance of Easement, which is attached hereto as Exhibit A, granting a water line easement described herein to the City.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance and conveyance of easement 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 _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager
o_eng_aspera.doc

EXHIBIT A

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, We, **Store Capital Acquisitions, LLC** a Delaware limited liability company, do hereby convey to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove a water line and appurtenances (“facilities”) upon, over and under the surface of the following described property:

See Attached Description, “Exhibit A”

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this ____ day of _____, 2015.

By: _____
Michael T. Bennett,
Executive VP and General Counsel

**Exempt Pursuant to A.R.S. §11-1134(A)(2),
11-1134(A)(3)**

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by Michael T. Bennett, Executive VP and General Counsel, who acknowledged that he executed this instrument for the purposes therein contained.

Notary Public

My commission expires:

NWC 75th Avenue/ Beardsley Rd

EXHIBIT A
LEGAL DESCRIPTION
WATER LINE EASEMENT

A portion of Lot 4A as shown on "Minor Land Division of Lot 3 and Lot 4 of Aspera Final Plat", according to Book 1215, Page 16, Records of Maricopa County, Arizona, located within the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

COMMENCING at an Arizona Department of Transportation aluminum cap in handhole found at the Southeast Corner of said Section 23, from which a Bureau of Land Management brass cap found at the south quarter corner thereof bears North 89°53'57" West, a distance of 2643.29 feet; thence along the south line of the southeast quarter of said Section 23, North 89°53'57" West, 290.97 feet; thence leaving said south line, North 00°06'03" East, 577.36 feet to a point on the northerly right of way line of S.R. 101L as shown on ADOT Right of Way Plans of the Northwest Outer Loop, Bell Rd. to 51st Ave. (S.R. 417), Project No. BPM-600-0-704, also being the south line of said Lot 4A, said point also the POINT OF BEGINNING;

thence leaving said northerly right of way line, North 14°01'32" West, 230.30 feet;

thence North 25°29'28" West, 115.34 feet to a point on the north line of said Lot 4A;

thence along said north line, North 76°02'43" East, 20.41 feet;

thence leaving said north line, South 25°29'28" East, 113.26 feet;

thence South 14°01'32" East, 26.19 feet;

thence North 75°58'28" East, 11.91 feet to a point on the east line of said Lot 4A, said point also being on a non-tangent curve, concave southwesterly, the radius of which bears South 71°19'52" West, 1000.00 feet;

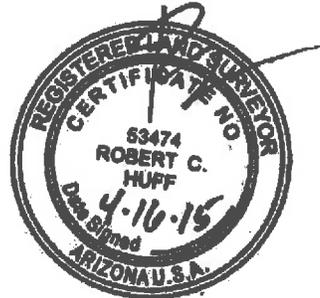
thence southeasterly, along said east line, 12.03 feet along the arc of said curve, through a central angle of 00°41'22";

thence leaving said east line, South 75°58'28" West, 12.81 feet;

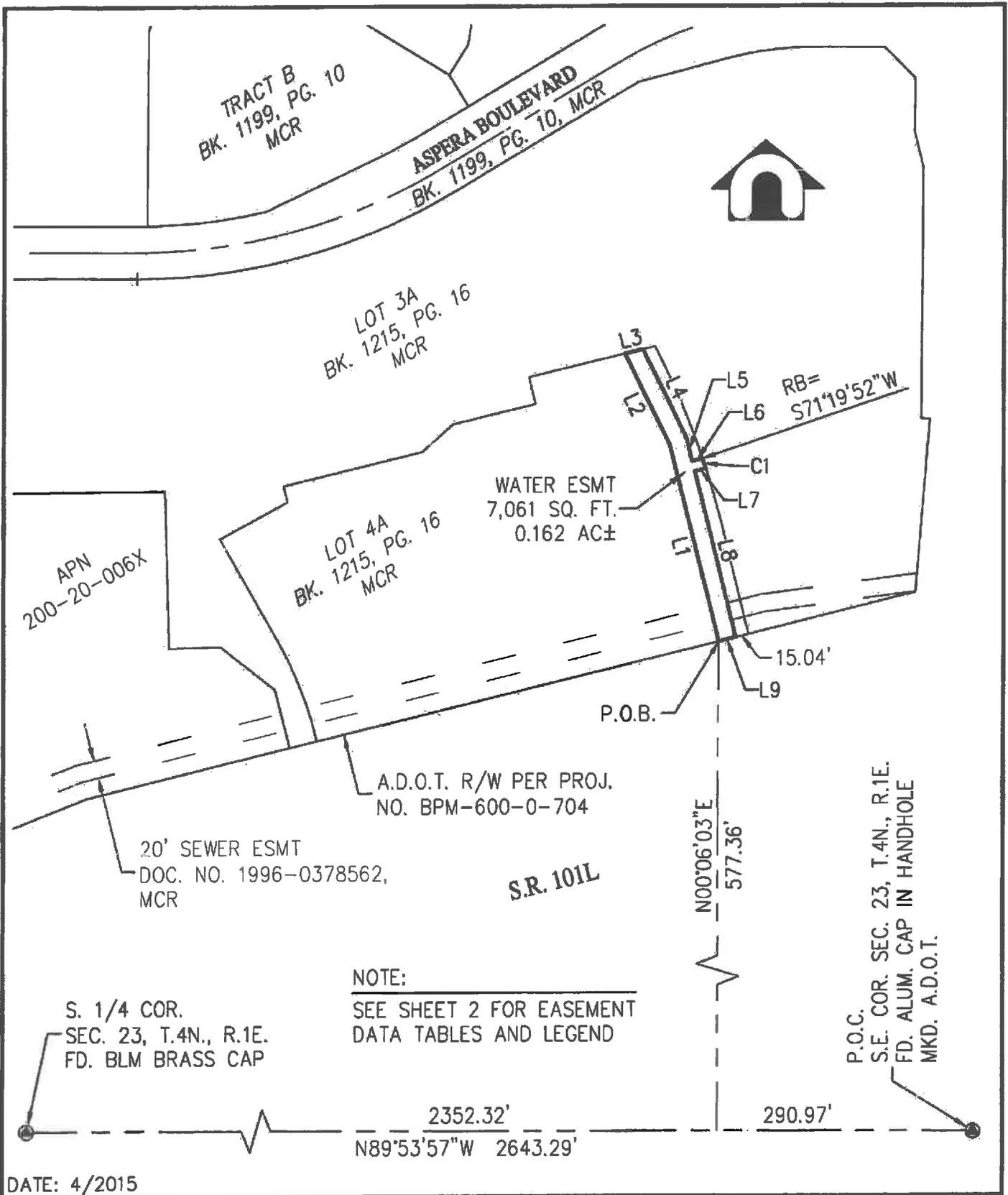
thence South 14°01'32" East, 194.14 feet to a point on said northerly right of way line of S.R. 101L;

thence along said northerly right of way line, South 76°02'43" West, 20.00 feet to the POINT OF BEGINNING.

Said parcel containing 7,061 square feet or 0.162 acres, more or less.



630: 6/30/15



NOTE:
SEE SHEET 2 FOR EASEMENT
DATA TABLES AND LEGEND

S. 1/4 COR.
SEC. 23, T.4N., R.1E.
FD. BLM BRASS CAP

P.O.C.
S.E. COR. SEC. 23, T.4N., R.1E.
FD. ALUM. CAP IN HANDHOLE
MKD. A.D.O.T.

DATE: 4/2015

SCALE:
1"=150'
SHEET
1 OF 2

**WATER LINE EASEMENT
LOT 4A
BOOK 1215, PAGE 16, M.C.R.**



**DAVID EVANS
AND ASSOCIATES INC.**
4600 East Washington Street, Suite 430
Phoenix Arizona 85034
Phone: 602.678.5151

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	N14°01'32"W	230.30'
L2	N25°29'28"W	115.34'
L3	N76°02'43"E	20.41'
L4	S25°29'28"E	113.26'
L5	S14°01'32"E	26.19'
L6	N75°58'28"E	11.91'
L7	S75°58'28"W	12.81'
L8	S14°01'32"E	194.14'
L9	S76°02'43"W	20.00'

EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1000.00'	12.03'	0°41'22"	S18°19'27"E	12.03'

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
BLM = BUREAU OF LAND MANAGEMENT
A.D.O.T. = AZ DEPT. OF TRANSPORTATION
RB = RADIAL BEARING
R/W = RIGHT-OF-WAY
MKD. = MARKED

DATE: 4/2015

SCALE: N.T.S.	WATER LINE EASEMENT LOT 4A BOOK 1215, PAGE 16, M.C.R.	 DAVID EVANS AND ASSOCIATES INC. 4600 East Washington Street, Suite 430 Phoenix Arizona 85034 Phone: 602.678.5151
SHEET 2 OF 2		



**WATER LINE EASEMENT
AT ASPERA LOT 4A**





Legislation Description

File #: 15-797, Version: 1

RELEASE AND SETTLEMENT AGREEMENT WITH SW GENERAL, INC. DBA SOUTHWEST AMBULANCE FOR OUTSTANDING FEES DUE TO THE CITY

Staff Contact: Michael D. Bailey, City Attorney

Purpose and Recommended Action

This is a request for City Council to authorize and direct the City Manager to enter into a Release and Settlement Agreement with SW General, Inc. dba Southwest Ambulance for outstanding fees due to the City in the amount of \$1,030,719.28 ("Settlement Amount") and an additional \$7,319.94 ("Additional Amount"). The Release and Settlement Agreement relates to any and all claims as it pertains to the current month-to-month Emergency Ambulance Transportation Agreement ("Transportation Agreement"), Advanced Life Support Contract Labor Services [Agreement] ("ALS Agreement"), and Training Vehicle Contract Labor Services and Equipment [Agreement] ("Training Agreement") all dated July 27, 2004 (collectively, the "Ambulance Agreements").

Background

On July 27, 2004, the City of Glendale and Southwest Ambulance entered into the Training Vehicle Contract Labor Services and Equipment Agreement (C-5115), Advanced Life Support Contract Labor Services Agreement (C-5116) and Emergency Ambulance Transportation Agreement (C-5117).

In 2007, the City of Glendale and Southwest Ambulance renewed the three Ambulance Agreements, C-5115, C-5116 and C-5117, for additional three (3)-year terms.

In 2010, the City of the Glendale and Southwest Ambulance renewed the three Ambulance Agreements, C-5115, C-5116 and C-5117, for additional three (3)-year terms.

In 2013, the City of Glendale and Southwest Ambulance mutually agreed to continue operation under the three Ambulance Agreements, C-5115, C-5116 and C-5117, and renew on a month-to-month basis.

Southwest Ambulance accrued past-due ALS ride-along fees for the billing periods of April 2014 through September 2015. City staff met with Southwest Ambulance in a good faith attempt to discuss and resolve outstanding issues and disputes and determine a mutually agreed upon settlement amount.

RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT (the "Agreement") is made this ____ day of November, 2015, by and between the City of Glendale, an Arizona municipal corporation ("City") and SW General, Inc. dba Southwest Ambulance, an Arizona corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties currently operate under a month-to-month Emergency Ambulance Transportation Agreement ("Transportation Agreement"), Advanced Life Support Contract Labor Services [Agreement] ("ALS Agreement"), and Training Vehicle Contract Labor Services and Equipment [Agreement] ("Training Agreement") all dated July 27, 2004 (collectively, the "Ambulance Agreements");

B. The Parties have had certain contract discussions, and desire to fully and finally resolve any claims against the other;

C. The Parties agree to a full settlement as outlined below and under the terms and conditions hereinafter set forth;

D. The Parties recognize and understand that the Agreement and each term thereof must be approved by the Glendale City Council before being finalized;

E. The City and Contractor wish to memorialize their agreement with this document; and,

NOW THEREFORE, for and in consideration of the covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

WITNESSETH:

1. The Parties agree that the outstanding fees due and payable to the City under the Ambulance Agreements total \$1,030,719.28 (the "Settlement Amount") for services through September 30, 2015. The Parties further agree that an additional \$7,319.94 (the "Additional Amount") is owed to the City for MCT Tech/Maintenance Fees representing the first-quarter payment for fiscal year 2015-2016. Contractor shall pay the Settlement Amount and the Additional Amount to the City, by wire transfer, within ten calendar days of the execution of this Agreement; City shall provide the wire-transfer instructions to Contractor by e-mail.

2. From and after September 30, 2015, Contractor agrees that for services provided under the ALS Agreement, Contractor shall pay the ALS ride-along rate approved by the Arizona Department of Health Services ("DHS"), which is currently \$98.15 per ambulance transport. The Parties agree that, at all times the ALS Agreement remains in force, and to the extent that DHS approves a different ride-along rate, the Parties shall likewise adjust the ride-along rate in the ALS Agreement so that it is at all times consistent with the DHS-approved rate.

3. Each Party hereby releases, remises, forever acquits and discharges each other Party and, as applicable, that Party's successors, predecessors, parent corporations, affiliates, partnerships, subsidiaries, commonly owned or controlled entities, past and present employees, officers, partners, trustees, agents, members, directors, owners, shareholders, assigns, insurers, and attorneys from any and all claims, counterclaims, demands, rights, suits, actions, debts, liabilities, or causes of action of every kind and nature whatsoever, known or unknown, express or implied, at law or in equity, from the beginning of the world up to and including the date of the Agreement, with respect to any claims that have been or could have been asserted by any Party with regard to the Ambulance Agreements or any other aspect of the Parties' business relationship. Notwithstanding the breadth and generality of the foregoing, the Parties expressly agree that the above release excludes the covenants contained in this Agreement.

4. The Parties agree that the terms of this Agreement as well as the facts and allegations surrounding any allegations toward Contractor and the collection activity in question shall remain confidential, except to the extent disclosure may be legally required. This confidentiality provision includes, but is not limited to, any medium or method of communication.

5. By entering into this Agreement, neither of the Parties admits any liability to the other. In fact, the Parties specifically and expressly deny any liability, each to the other. Therefore, this Agreement may not be used as an admission against either Party for any purpose.

6. By entering into this Agreement, each Party warrants and represents that it owns and has not assigned, sold, or otherwise transferred any of the claims or potential claims that are released herein.

7. This Agreement shall be governed by, construed and enforced in accordance with the laws of the United States of America and the State of Arizona.

8. This Agreement contains the entire agreement between the Parties and this Agreement may not be altered, amended, modified or otherwise changed except by written instrument executed by all of the Parties.

9. It is further acknowledged, understood and agreed that no promises, representations, understandings, agreements or warranties have been made by any of the Parties other than those expressly contained herein. All prior oral representations and/or written settlement discussions or negotiations are hereby merged into and superseded by this Agreement.

10. Each Party has consented to the form of this Agreement and it is expressly agreed that the provisions are not to be construed and/or interpreted against any Party.

11. The Parties shall bear their own attorneys' fees and expenses in connection with this Agreement, the Ambulance Agreements, and any other aspect of the Parties' business relationship up to and including the Effective Date of this Agreement.

12. This Agreement may be executed by facsimile or electronic signature, and in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same agreement.

13. The Parties also agree to make the following amendments to the Ambulance Agreements:

- a. The Training Agreement is hereby terminated, effective immediately.
- b. The ALS Agreement is hereby amended to delete Paragraphs 5(b), 5(c), and 5(d) in their entirety.
- c. The Transportation Agreement is hereby amended to reflect a month-to-month agreement for Contractor to provide services to the City.
- d. The Transportation Agreement is hereby amended to delete Paragraph 9(c) in its entirety.
- e. A new provision is hereby added to the Transportation Agreement, as follows:

Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To: SW General, Inc.
Legal Department
6200 S. Syracuse Way, Ste. 200
Greenwood Village, CO 80111

To: City of Glendale
City Attorney's Office
5850 W. Glendale Ave., Ste. 450
Glendale, AZ 85301

- f. A new provision is hereby added to the Transportation Agreement, as follows:

Fair Market Value. This Agreement has been negotiated at arm's length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program; or (ii) to interfere with a patient's right to choose his or her own health care provider.

- g. A new provision is hereby added to the Transportation Agreement, as follows:

Compliance with Anti-Kickback Statute. Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b)

and any applicable regulations promulgated thereunder. The parties further recognize that this Agreement shall be subject to the amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are otherwise inconsistent with the terms of this Agreement, or would cause one or both of the parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations. City acknowledges that it has received copies of Rural/Metro's Code of Ethics and Business Conduct and Rural/Metro's Anti-Kickback Policy.

- h. Except as outlined in this Agreement, all remaining terms and provisions of the Ambulance Agreements shall remain in effect.

IN WITNESS WHEREOF, the Parties have executed this Release and Settlement Agreement as of the date and year first set forth above.

CITY OF GLENDALE FIRE DEPARTMENT:

By: _____
Print Name: _____
Its: _____
Dated: _____

SW GENERAL, INC.:

By: REB. Van
Print Name: Edward B. Van Horne
Its: CEO
Dated: 11.19.15

CITY OF GLENDALE:

By: _____
Print Name: _____
Its: _____
Dated: _____

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: _____
Dated: _____



Legislation Description

File #: 15-798, Version: 1

APPOINTMENT OF CITY MANAGER

Staff Contact: James Brown Jr., Human Resource and Risk Management Director
Michael D. Bailey, City Attorney

Purpose and Recommended Action

This is a request for the City Council to appoint a city manager and enter into an employment agreement setting forth the terms and conditions of employment. The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, appoint a city manager.

Background

The Glendale City Charter, Article III, Section 1 provides that the Council shall appoint an officer of the city who shall have the title of city manager and shall have the powers and perform the duties provided in the charter.

CITY OF GLENDALE

CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into this ____ day of November, 2015 by and between the Mayor and Council of the City of Glendale, Arizona (“City”) and Kevin Phelps (“Manager”).

1. Term: The City does hereby agree to employ Manager as its City Manager, effective as of February 1, 2016 and shall remain in full force and effect until terminated by either the City Council or Manager as set forth in Section 9. During the Term of this Agreement, Manager shall be in the exclusive employ of the City and shall not accept other employment or carry out any other business other than that of the position of City Manager.
2. Performance Evaluation: The City Council shall meet with Manager within the first two (2) months of Manager’s employment to discuss and establish mutually agreed-upon goals. The City Council shall thereafter conduct a performance evaluation annually in May of each year or as soon after May as is practical. The Council may use an outside third-party consultant with an area of specialization in public management to assist the Council in performing the annual review. Performance will be evaluated based on achievement of the agreed-upon goals. During the performance evaluation, the Council and Manager may consider supplementing and/or amending the goals. Changes to base compensation and to all other benefits for Manager may also be addressed at the time of each annual performance evaluation.
3. Base Compensation: The Base Compensation paid to Manager shall be the sum of \$210,000 for each year of the Term.
4. Benefits: In addition to the Base Compensation, Manager shall receive all benefits received by all full-time City personnel including, but not limited to, health, life, dental and vision insurance, sick, vacation leave maximum accruals and holiday benefits as set forth in the City’s Human Resources Policies and Procedures, subject to the specific provisions of this Agreement. Manager shall receive a credit of five (5) days each of sick and vacation leave upon being appointed.
5. Personal Time: It is understood and agreed that the Manager will be required not only to work during normal office hours but also will spend considerable time outside of these hours including, but not limited to, attendance at Council meetings. It is agreed and understood that the Manager is allowed personal time off as compensation with said time to be determined at Manager’s discretion.
6. Professional Development: The City agrees that in order to assist the City, and assist the Manager in personal and professional development, the City Council will annually set

aside \$12,000 for Manager's dues, membership and attendance at seminars of professional organizations including the International City/County Managers Association.

7. Deferred Compensation: The City shall participate in contributions to the Manager's enrollment in a Deferred Compensation Plan of Manager's choice at the rate of \$5,000 annually, paid in equal installments during each pay period.
8. Moving Allowance: City Manager shall reside in the City of Glendale. The City shall pay Manager a gross lump sum within 30 days of establishment of residency to defer the cost of relocation. City shall pay manager the lesser of three bids as verified by written documentation.
9. Termination of the Agreement: Either party to this Agreement may terminate this Agreement pursuant to the following terms:
 - a. Should the Manager desire to terminate this Agreement, Manager shall provide written notice of intent to terminate at least sixty (60) days prior to the actual date of termination. Council may, by the affirmative vote of four members of the Council, at a regular or special Council meeting, agree to allow the Manager to terminate the Agreement on less than a sixty (60) day written notice or to relieve the Manager of further duties at any time during the sixty (60) day period provided, however, that full compensation be paid to the Manager up to and including the date of termination. The additional compensation set forth in Section 9(b) shall not be paid if Manager terminates this Agreement pursuant to this Section 9(a).
 - b. The City Council may, by an affirmative vote of four members of the Council at any regular or special meeting, terminate this Agreement at any time, and shall establish at that meeting a date of termination. In addition to Manager's Base Compensation, benefits and sick and vacation leave accruals due to Manager will be paid, subject to Human Resources Policies and Procedures, up to and including the date of termination, plus severance as detailed in 9(c).
 - c. If terminated under 9(b) Manager shall be entitled to payment of 6 months base pay (the 6 months shall include the 2 months provided in the City Charter); contingent upon Manager providing the City with a standard release agreement which releases all claims Manager could bring against the City for termination of his employment. In the event that Manager is terminated following, or as a result of, conviction of a felony or misdemeanor involving moral turpitude, no severance will be paid.
10. General Provisions:
 - a. Nothing herein shall prohibit the parties from amending the terms and conditions of this Agreement as long as the amendment is made in writing and is executed by

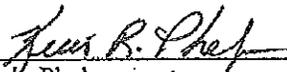
both the City and Manager.

- b. If any provision of this Agreement is held to be unconstitutional, invalid or unenforceable, the remaining portion will remain unaffected and City and Manager will enter into negotiations to correct the Agreement's defect in order for the intent of the Agreement to be carried out to the fullest extent possible.
- c. This Agreement will be interpreted in accordance with the laws of the State of Arizona.
- d. City and Manager have each had the opportunity to consult legal counsel for advice regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.
- e. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement to enforce or interpret the terms of this Agreement, the prevailing part shall be entitled to recover from the non-prevailing party, in addition to any other remedy, reimbursement for reasonable attorney's fees, courts costs, and litigation expenses incurred in connection therewith.

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

MANAGER:

CITY:



 Kevin Phelps
 City Manager

 Jerry Weiers
 Mayor

ATTEST:

 Pamela Hanna, (Seal)
 City Clerk

APPROVED AS TO FORM:

 Michael D. Bailey
 City Attorney