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, April 26, 2016 **6:00 PM** **Council Chambers**

Voting Meeting

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

CALL TO ORDER

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

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

CITIZEN COMMENTS

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

APPROVAL OF THE MINUTES OF APRIL 12, 2016 VOTING MEETING

1. 16-184 APPROVAL OF THE MINUTES OF APRIL 12, 2016 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

Attachments: Meeting Minutes of April 12, 2016

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Councilmember Lauren Tolmachoff

2. 16-182 BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

PROCLAMATIONS AND AWARDS

3. 16-135 PROCLAIM MAY 1 - MAY 7, 2016 MUNICIPAL CLERKS WEEK
Staff Contact: Pamela Hanna, City Clerk
Presented By: Office of the Mayor
Accepted By: Pamela Hanna, City Clerk

CONSENT AGENDA

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

4. 16-167 RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, MAGNIFICAT
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Application
Calls for Service

5. 16-154 RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-19846, PACIFIC SEAFOOD BUFFET
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Map
Calls for Service

6. 16-155 RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-19900, HEROES
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Map
Calls for Service

7. 16-156 RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-19863, SALT TACOS Y TEQUILA
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Map
Calls for Service

8. 16-185
RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-20087, BAR LOUIE
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Map
Calls for Service

9. 16-139
AUTHORIZATION TO ENTER INTO AMENDMENT NO. 5 OF THE ICAPTURE SOFTWARE LICENSE SUPPORT AGREEMENT WITH IMPRESSION TECHNOLOGY, INC.
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Amendment No. 5
Software License Agreement C-7133 and C-7133-1

10. 16-152
AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC., AND APPROVAL OF THE EXPENDITURE OF FUNDS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Linking Agreement

11. 16-183
POSITION RECLASSIFICATION
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Attachments: Classification Study Status Report

12. 16-176
AUTHORIZATION TO ACCEPT AN OUTDOOR SCULPTURE AS GIFT TO THE CITY OF GLENDALE
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Public Art Gift Acceptance Agreement

13. 16-142
AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE SERVICE AGREEMENT WITH ASSIGNMENT STAFFING SERVICES, LLC, DOING BUSINESS AS LAB SUPPORT, AND APPROVE THE EXPENDITURE OF FUNDS TO PROVIDE TEMPORARY LABORATORY TECHNICIAN STAFF
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Amendment No. 1

14. 16-149
AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE SOFTWARE MAINTENANCE AGREEMENT WITH TMMI - TECHNICAL MARKETING MFG INC. - GE INTELLIGENT PLATFORMS, FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Amendment No. 2
Sole Source

15. 16-170
AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH EMPIRE SOUTHWEST, LLC, FOR THE COOPERATIVE PURCHASE OF PARTS, SERVICE AND REPAIRS ON HEAVY EQUIPMENT

Staff Contact: Jack Friedline, Director, Public Works

Attachments: Linking Agreement

16. 16-181

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CREATIVE COMMUNICATIONS SALES & RENTALS, INC., FOR THE PURCHASE OF 44 TWO-WAY RADIOS, ACCESSORIES, INSTALLATION AND CREATIVE AIRTIME COMMERCIAL REPEATER SERVICE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Linking Agreement

17. 16-178

AWARD OF BID 16-31, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FIREFIGHTER TURNOUT GEAR FROM FDC RESCUE PRODUCTS, LLC
Staff Contact: Terry Garrison, Fire Chief

Attachments: FDC Rescue Products

Firefighter Turnout Gear

Bid Tabulation

18. 16-179

AWARD OF BID 16-31, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FIREFIGHTER TURNOUT GEAR FROM L. N. CURTIS & SONS
Staff Contact: Terry Garrison, Fire Chief

Attachments: L. N. Curtis & Sons

Firefighter Turnout Gear

Bid Tabulation

19. 16-180

AWARD OF BID 16-31, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FIREFIGHTER TURNOUT GEAR FROM UNITED FIRE EQUIPMENT COMPANY
Staff Contact: Terry Garrison, Fire Chief

Attachments: United Fire Equipment Company

Firefighter Turnout Gear

Bid Tabulation

20. 16-173

AWARD OF BID 16-40 AND EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF PATROL RIFLES FROM SIONICS WEAPON SYSTEMS
Staff Contact: Debora Black, Police Chief

Attachments: Police Patrol Rifles

Bid Tabulation

21. 16-174

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SAN DIEGO POLICE EQUIPMENT CO. INC. AND APPROVE THE PURCHASE OF AMMUNITION FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A STATE OF ARIZONA PURCHASING COOPERATIVE CONTRACT
Staff Contact: Debora Black, Police Chief

Attachments: Linking Agreement

CONSENT RESOLUTIONS

22. 16-043 RESOLUTION 5088: ADOPT A RESOLUTION TO CALL 2016 ELECTIONS
Staff Contact: Pamela Hanna, City Clerk

Attachments: Resolution 5088

23. 16-148 RESOLUTION 5089: AUTHORIZATION TO ACCEPT REALLOCATED FEDERAL FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM AWARD FUNDS AND ENTER INTO GRANT AGREEMENT 140803-03 WITH THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 5089
AZDOHS Reallocated FFY 2014 Homeland Security Grant 14803-03

24. 16-163 RESOLUTION 5090: AUTHORIZATION TO ACCEPT A GOOD NEIGHBOR CITIZENSHIP COMPANY GRANT FROM STATE FARM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 5090
Grant Documents

25. 16-168 RESOLUTION 5091: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION MOTOR VEHICLE DIVISION FOR A CUSTOMER SERVICE KIOSK AT THE CITY COURT
Staff Contact: Elizabeth R. Finn, Presiding Judge

Attachments: Resolution 5091
Memorandum of Understanding

26. 16-172 RESOLUTION 5092: AUTHORIZATION TO ENTER INTO AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION TO REVISE THE CONSTRUCTION FUNDING FOR THE 67TH AVENUE FROM GLENDALE AVENUE TO CHOLLA STREET INTELLIGENT TRANSPORTATION SYSTEMS ENHANCEMENTS PROJECT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5092
Amendment No. One

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

27. 16-177 RESOLUTION 5093 AND ORDINANCE 2985: GENERAL PLAN AMENDMENT GPA15-02 (RESOLUTION) AND REZONING APPLICATION ZON15-07 (ORDINANCE): ZANJERO APARTMENTS PAD – 9300 WEST

GLENDALE AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Tabitha Perry, Assistant Planning Director

Attachments:
Resolution 5093
Ordinance 2985 with Exhibit A
PAD Narrative
Citizen Participation Final Report
GPA15-02
ZON15-07
GPA15-02 & ZON15-07A

28. 16-147 RESOLUTION 5094 AND ORDINANCE 2986: GENERAL PLAN AMENDMENT (GPA) APPLICATION GPA13-06 (RESOLUTION) & REZONING (ZON) APPLICATION ZON13-09 (ORDINANCE): STONEHAVEN – 9050 WEST CAMELBACK ROAD (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments:
Resolution 5094
Ordinance 2986 with Exhibit A
Citizen Participation Final Report
GPA13-06
ZON13-09
GPA13-06a
ZON13-09a

29. 16-165 RESOLUTION 5095: GENERAL PLAN AMENDMENT (GPA) APPLICATION GPA16-01 (RESOLUTION): ENVISION GLENDALE 2040 – CITY WIDE GENERAL PLAN UPDATE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director
Guest Presenter: Celeste Werner, AICP, Vice President, Matrix Design Group

Attachments:
Resolution 5095
Envision Glendale General Plan - Planning Commission Draft, April 2016
Citizen Participation Final Report
Withey Morris Letter

ORDINANCES

30. 16-171 ORDINANCE 2987: AUTHORIZATION TO ENTER INTO LEASE AGREEMENT WITH KELMAR CONSULTING LTD, DOING BUSINESS AS KELMAR AVIATION, FOR SUITE 203 AT GLENDALE MUNICIPAL AIRPORT
Staff Contact: Jack Friedline, Director, Public Works

Attachments:
Ordinance 2987
Lease Agreement

PUBLIC HEARING – RESOLUTIONS

31. 16-175

RESOLUTION 5096: ADOPT A RESOLUTION AUTHORIZING THE SUBMISSION OF THE FY 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN (PUBLIC HEARING REQUIRED)
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Resolution 5096
FY 2016-2017 CDBG Attachments
Annual Action Plan FY 2016-2017

NEW BUSINESS

32. 16-162

RESOLUTION 5097: AUTHORIZATION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH JACOB F. LONG, TRUSTEE OF THE JOHN F. LONG FAMILY REVOCABLE LIVING TRUST, FOR THE PURCHASE OF THE NORTH ROW AND REMNANT PARCEL (STONEHAVEN)
Staff Contact: Sam McAllen, Director, Development Services

Attachments: Resolution 5097
Development Agreement

33. 16-213

AWARD OF REQUEST FOR PROPOSAL 16-13 AND APPROVE EXPENDITURE OF FUNDS FOR ARENA MANAGEMENT WITH AEG MANAGEMENT GLENDALE, LLC
Staff Contact and Presenter: Kevin R. Phelps, City Manager
Staff Contact and Presenter: Michael D. Bailey, City Attorney
Staff Contact and Presenter: Tom Duensing, Assistant City Manager

Attachments: Gila River Arena Management Agreement (Final for Consideration)

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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

Legislation Description

File #: 16-184, **Version:** 1

APPROVAL OF THE MINUTES OF APRIL 12, 2016 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

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City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Meeting Minutes - Draft

Tuesday, April 12, 2016

6:00 PM

Voting Meeting

Council Chambers

City Council

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

CALL TO ORDER

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

Also present were Kevin Phelps, City Manager; Jennifer Campbell, Assistant City Manager; Tom Duensing, 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 John Farmer of Vineyard Church.

Councilmember Aldama made a point of personal privilege request and introduced Emma Torres, a Glendale High School Student, who received a Flynn Scholarship which is valued at $100,000 at any of Arizona's three state universities, as well as two international experiences. He added that Emma plans on becoming a veterinarian.

Mayor Weiers introduced MYAC students in the audience, Victoria Fernandez, Chayton Jackson. Lindsey Thomas, Jacqueline Wycoff, Kristen Kitana and Aditi Galeen.

CITIZEN COMMENTS

Bill Demski, a Sahuaro resident, spoke about a Councilmember's travel expenses and legal opinions about those expenses. He spoke about specific expenses for dinners and room service that were charged by a Councilmember.

Richard Smith, a Yucca resident, spoke about all the amenities promised at Heroes Park, but the funds were spent in other districts. He said the park needs to be completed. He also said the Library should be at Heroes Park, not at the Media Center. He also said the City of Peoria has managed to create nice parks.

Bob Stratton, a Yucca resident, spoke about Stonehaven. He spoke about homes being built on lots that are smaller than the required size. He was concerned about property values of existing homes which sit on much larger lots nearby. He said he had spoken at a Council meeting three or four times about Heroes Park. He was promised the park when his children were small, and now they are adults, and there is still no park. He spoke about the nice parks in Peoria that have been built and that he and his family use. He doesn't believe money is an issue, as the City agreed to build a parking lot for the Cardinals. He asked the Council to table the subject of a temporary library until a permanent facility can be built. He said all the people in attendance at the meeting had no leadership from the Councilmember in the Yucca District, and citizens were frustrated.

Ann Traw, a Yucca resident, spoke about the parking issues at the park, and said nothing has been done in the past two years. She said it is very dangerous and spoke about a recent occurrence when she and approximately 75 cars had nowhere to park but in the nearby neighborhoods. She asked the Council to come up with a temporary

parking solution for the armadas and the splash pad.

Tom Traw, a Yucca resident, provided a picture of the undeveloped land at Heroes Park, and said that has been his view for 18 years. He said he knows the Council is committed to building Glendale into a great city. He said residents were told they were going to have a library, Dog Park, fishing lake and aquatic center. He said this was promised when his grandchildren were young, and they are grown now. He said the biggest issue is the parking. He also provided a picture of a lake and said that is what the park should look like. He said the pictures were of a park in Peoria.

Norma Alvarez, an Ocotillo resident, supports Heroes Park and said residents have been very patient. She spoke about the City money being spent at Arrowhead and at the train station. She said this Council has to fix the mistakes of the prior Mayor and Council. The community wants what it was promised. The people are ready to fight for this and will show how they feel with their votes.

James Deibler, a Phoenix resident, read a newspaper article about revitalizing O'Neil Park and the downtown area. He said he used to live in the Maryvale area and that area is going downhill. He said he knows the Councilmembers will revitalize the downtown area. He also spoke about the city's upgraded bond rating and turning the city around financially.

Arthur Thruston, a Cactus resident, said he was impressed with the turnout at tonight's meeting. He said citizens and neighbors need to be taken care of and the TO Nation need the City's help. He said they are paying the city $26 million they are not required to pay, and the City should assist in pushing through the liquor license application. He spoke about the various City Managers the city has had and complimented the New City Manager on his experience.

APPROVAL OF THE MINUTES OF MARCH 22, 2016 VOTING MEETING

1. 16-145 APPROVAL OF THE MINUTES OF MARCH 22, 2016 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

A motion was made by Councilmember Aldama, 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

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Councilmember Lauren Tolmachoff

2. 16-146 BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Planning Commission
Al Lennox Barrel District Reappointment 4-12-16 to 3-25-18
David Moreno Yucca District Reappointment 4-12-16 to 3-25-18

A motion was made by Councilmember Tolmachoff, 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

PROCLAMATIONS AND AWARDS

3. 16-071 PROCLAIM APRIL 2016 AS ENVIRONMENTAL AWARENESS MONTH
Staff Contact: Craig Johnson, P.E., Director, Water Services
Presented by: Office of the Mayor
Accepted By:
Ms. Andi Couet, City of Glendale Volunteer and former Intern
Mr. David Feiring, Biology Teacher and Go Green Club Advisor, Greenway High School
Ms. Victoria Caster, City of Glendale Water Conservation Specialist

Mayor Weiers proclaimed April 2016 as Environmental Awareness Month. The award was accepted by Andi Couet, City of Glendale Volunteer and former Intern, David Feiring, Biology Teacher and Go Green Club Advisor, Greenway High School, and Victoria Caster, City of Glendale Water Conservation Specialist

CONSENT AGENDA

Ms. Pamela Hanna, City Clerk, read consent agenda item numbers 4 through 17 and consent resolution item numbers 18 through 22 by number and title.

4. 16-119 RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, ARIZONA CHOIR BOYS LAW ENFORCEMENT MOTORCYCLE CLUB
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

5. 16-120 RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-19696, GUAU GUAU
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

6. 16-121 RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-15876, A TASTE OF BUFFALO
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

7. 16-122 RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-17468, THE WING COUNTER
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

8. 16-144 AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE CONSTRUCTION AGREEMENT WITH A&H PAINTING, INC., DOING BUSINESS AS ALVARENGA ENTERPRISES, TO APPROVE ADDITIONAL EXPENDITURE OF FUNDS FOR EXTERIOR PAINTING AND REPAIRS AT GLENDALE PUBLIC HOUSING
Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

9. 15-747 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH N. HARRIS COMPUTER CORPORATION, DOING BUSINESS AS NORTHSTAR UTILITIES SOLUTIONS, FOR A UTILITY BILLING SYSTEM UPGRADE AND SYSTEM ENHANCEMENTS AND APPROVE THE EXPENDITURE OF FUNDS FOR SYSTEM UPGRADE, SERVER MIGRATION COSTS AND ANNUAL SUBCRIPTION FEES
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

10. 16-081 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HUNTER CONTRACTING CO. TO PROVIDE CONSTRUCTION SERVICES FOR REPLACEMENT OF THE FILTER UNDERDRAINS AND FINISHED WATER PUMP STATION IMPROVEMENTS AT THE OASIS WATER TREATMENT PLANT
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

11. 16-112 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STRAND ASSOCIATES, INC., FOR DESIGN AND ENGINEERING SERVICES FOR FIRE HYDRANT AND WATER LINE VALVE REPLACEMENTS AT VARIOUS LOCATIONS
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

12. 16-143 AWARD OF RFP 16-29 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH LUEBKIN & WALKER ENTERPRISES, INC., DOING BUSINESS AS SALT RIVER IRRIGATION, FOR URBAN IRRIGATION SERVICES
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

13. 16-125 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH CALIENTE CONSTRUCTION, INC., FOR THE CITY HALL COOLING TOWER REPLACEMENT PROJECT
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

14. 16-126 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE ENGINEERING, FOR THE DESIGN OF GLENDALE MUNICIPAL AIRPORT NORTH APRON REHABILITATION
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

15. 16-132 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LSW ENGINEERS ARIZONA, INC., FOR THE ENGINEERING AND DESIGN SERVICES OF THE HVAC REPLACEMENT PROJECT AT CITY HALL AND COOLER REPLACEMENT PROJECT AT THE EQUIPMENT MANAGEMENT FACILITY
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

16. 16-137 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, INC., FOR THE P1 PARKING, 91st & MARYLAND AVENUES PROJECT AND AUTHORIZATION TO PROCEED WITH THE PROJECT AND SEEK BUDGET APPROPRIATION AT A FOURTH QUARTER COUNCIL VOTING MEETING
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

17. 16-138 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., FOR THE DESIGN OF OLIVE AVENUE AND 59TH AVENUE INTERSECTION CAPACITY IMPROVEMENTS
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

CONSENT RESOLUTIONS

18. 16-128 RESOLUTION 5083: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FEDERAL HIGHWAY

SAFETY IMPROVEMENT PROGRAM FUNDS FOR AN INFRASTRUCTURE RELATED SAFETY IMPROVEMENT PROJECT
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5083 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 15-0005677-I) FOR THE FLASHING YELLOW ARROWS PROJECT IN THE CITY OF GLENDALE.

This agenda item was approved.

19. 16-131 RESOLUTION 5084: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR ACCEPTANCE OF FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5084 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 AN INTERGOVERNMENTAL AGREEMENT (GRANT PASSTHROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NOS. AZ-90-X136, AZ-90-X137 AND AZ-16- X005 RELATING TO TRANSIT SERVICES.

This agenda item was approved.

20. 16-136 RESOLUTION 5085: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION OF 59TH AVENUE AND OLIVE AVENUE INTERSECTION SAFETY IMPROVEMENTS USING FEDERAL HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDS
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5085 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 15-0005687-I) FOR THE INTERSECTION SAFETY IMPROVEMENTS PROJECT IN THE CITY OF GLENDALE.

This agenda item was approved.

21. 16-140 RESOLUTION 5086: AUTHORIZATION TO ACCEPT THE FY 2014 UASI REALLOCATED GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY – GLENDALE FIRE DEPARTMENT RRT SUSTAINMENT GRANT 140802-03
Staff Contact: Terry Garrison, Fire Chief

RESOLUTION NO. 5086 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF FFY 2014 HOMELAND SECURITY PROGRAM AWARD REALLOCATION FROM THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF $27,000 FUNDED UNDER THE URBAN AREA SECURITY INITIATIVE FOR THE PROJECT ENTITLED "GLENDALE FIRE DEPARTMENT RRT" ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

This agenda item was approved.

22. 16-141 RESOLUTION 5087: AUTHORIZATION TO REVISE THE 2015 MARICOPA COUNTY MULTI-JURISDICTIONAL MITIGATION PLAN
Staff Contact: Terry Garrison, Fire Chief

RESOLUTION NO. 5087 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE 2015 MARICOPA COUNTY MULTI-JURISDICTIONAL MULTIHAZARD MITIGATION PLAN.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Turner, seconded by Chavira, to approve the recommended actions on Consent Agenda Item Numbers 4 through 17 and Consent Resolutions 18 through 22. 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

23. 16-127 ORDINANCE 2983: AUTHORIZATION TO ENTER INTO LEASE AGREEMENT WITH GCH SERVICES, LLC, FOR SUITE 101 AT GLENDALE MUNICIPAL AIRPORT
Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2983 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AIRPORT TERMINAL LEASE AGREEMENT WITH GCH SERVICES, LLC FOR CERTAIN OFFICE SPACE IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.

Mr. Friedline said this is a request for approval of an Ordinance to enter into a lease agreement with GCH Services, LLC, for Suite 101 at the Glendale Municipal Airport. This is additional office space to be added to the other office space GCH already leases. This lease includes five one year renewals.

A motion was made by Councilmember Chavira, seconded by Vice Mayor Hugh, that this agenda item be amended. 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

24. 16-129 ORDINANCE 2984: CITY CODE CHAPTER 24 ORDINANCE AMENDMENT RELATING TO PARKING ON PUBLIC PROPERTY
Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2984 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 24 (MOTOR VEHICLES AND TRAFFIC), ARTICLE IV (SPECIFIC PARKING PROHIBITIONS), SECTION 24-53 RELATING TO PARKING ON PUBLIC PROPERTY.

Mr. Friedline said this is a request for approval of an Ordinance amending the Chapter 24 of the City Code concerning parking on public property. Currently, only front in parking is allowed at some city facilities, and this prohibits back in parking. He said studies show no significant difference between front in and back in parking. He said staff recommends revising the Ordinance to allow backing up into 90 degree angle parking while leaving the restriction in place for diagonal parking. There are minimal expenditures for this item and those costs would include removing signs located at City Hall, Bank of America Building and Thunderbird Park.

Councilmember Turner said he has parked both head in and back in. There might be damage to walls or parking structures when back into a parking space. He spoke about license plates required only on the back of vehicles and the plates cannot be easily read by the police. He said taillights and backup lights are on the vehicle to give the public a warning the vehicle will be backing up. He mentioned several safety issues for vehicles backing into parking spots. He also spoke about the cost of mounting a backup camera on a vehicle for safety reasons. He feels the city is losing safety by allowing back in parking.

Councilmember Malnar asked what parking locations would be affected by this item.

Mr. Friedline said only the City Hall Building; the Bank of America parking garage and the parking area near Thunderbird Paseo Park would be affected by this Ordinance.

Councilmember Malnar said removing the restriction would allow patrons to back in or park front in at these locations.

Mr. Friedline said patrons would be able to park either way.

Councilmember Aldama asked for clarification where this parking change would occur.

Mr. Friedline said the front end only restriction would be lifted at the City Hall garage, the Bank of America garage and Thunderbird Paseo Park.

Councilmember Aldama asked in the entire city, if those were the only places patrons couldn't back in park.

Mr. Friedline said those are the only places where back in restrictions are in place.

Councilmember Aldama said everywhere else patrons can choose to back in.

Mr. Friedline said that was correct.

Councilmember Aldama asked how this served the residents of Glendale.

Mr. Friedline said this item was first brought up as a Council Item of Special Interest and was primarily focused on the City Hall garage. He said Transportation staff could not come up with any differences in damages or danger in backing into a parking space. He explained those who felt comfortable backing in, probably would, but most people will still park front end in. He said the Police Department did not have a preference for parking at these locations.

Councilmember Aldama asked if this item went to any of the boards and commissions.

Mr. Friedline said this did not go to a board or commission.

Councilmember Aldama asked if vehicles that back out are safer than those that pull out front first.

Mr. Friedline said Transportation staff made no mention of which backing out choice was safer.

Vice Mayor Hugh said he backs into his own driveway because he feels it is much safer after doing his own research. He said patrons should have the choice to do what they feel is safer.

Mayor Weiers said Councilmember Turner had valid points. He said almost every car today runs with the headlights on and he is not sure if tail lights are brighter than headlights. He said if a driver is pulling out, the driver is able to see oncoming traffic better. He said UPS and FedEx companies encourage their drivers to back into parking spaces because it is safer. He said this has been researched and can be found on the internet. If these large, successful companies expect their drivers to back in whenever possible, it should be a good indication that practice is safer. He said if a vehicle is backed in, it encourages police officers to get out of their cars and do more investigative research on license plates. He supports this item and feels it is safer. He said this would be worth trying.

Councilmember Turner asked if the Ordinance applies to all publicly owned property with parking, and it does not specifically reference any parking garages or locations.

Mr. Bailey said the way the Ordinance is written has to do with publicly owned property, and will not apply to private parking. It applies to libraries and parks, wherever there is publicly owned property.

Councilmember Turner said then it isn't just a couple of locations. He suggested those concerned should be aware of the blind spot and use a backup camera.

Councilmember Tolmachoff asked how they would identify a car that pulled through into an adjoining parking space rather than backed in. She explained sometimes pulling forward through to a space so the vehicle faces out is easier.

Mr. Friedline said he didn't think that determination could be made. He said everyone knows the backing in prohibition is not enforced.

Councilmember Tolmachoff said someone could be cited for backing in, when they pulled through.

Mr. Bailey said there is a challenge in the situation presented by Councilmember Tolmachoff. He said it may appear a person backed in and that is why this becomes very difficult in large parking areas, except when there is a curb so a vehicle could not pull all the way through. He said enforcement would depend on how the parking lot was marked.

Councilmember Malnar said it is even more important to pass this Ordinance because the public would not be happy at all that they could not back into a parking space. He believed there are safety advantages to passing this Ordinance.

Councilmember Aldama said he trusted guidance from staff and said if there was more information from staff he could probably support this item. He said he did not know what brought this issue up and would have liked to see input from a board or commission.

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

Aye: 4 - Mayor Weiers, Vice Mayor Hugh, Councilmember Malnar, and Councilmember Tolmachoff

Nay: 3 - Councilmember Aldama, Councilmember Chavira, and Councilmember Turner

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Turner, to hold a Special Budget Workshop on Tuesday, April 19, 2016 at 9:00 a.m. in the City Council Chambers. It was further moved to vacate the next regularly scheduled City Council Workshop on Tuesday, April 19, 2016 at 1:30 p.m. in the City Council Chambers to be followed by an Executive Session pursuant to A.R.S. 38-431.03. It was finally moved to hold a Special Budget Workshop on Thursday, April 21, 2016 at 9:00 a.m. in the City Council Chambers. 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 said he was happy to hear the Police and Fire Chiefs were guiding their employees in serving the city. He also thanked staff and looked forward to hearing more about the compensation study that was recently completed. Councilmember Aldama also thanked Superintendent Camperstan from the Glendale Union High School District for his work educating children. He said he hoped Emma Torres would come back and serve the community. He also invited all Glendale children and their families to join him at the Second Annual Hook a Kid on Fishing event. He partnered with Arizona Game & Fish Department to stock the lake at Bonsall Park and Cabela's, who will be giving away a free fishing pole to a child every hour during the event. He said private funds were raised to give away free fishing licenses to children ages 10 to 17. The event will be held April 16, 2016 from 9 a.m. to 2 p.m. at Bonsall Park, 59th Avenue and Bethany Home.

Councilmember Chavira thanked the audience members who came out for the meeting to support Heroes Park. He said the Council is working very hard on this issue. He reminded everyone to be nice.

Councilmember Tolmachoff thanked the Sierra Verde 4th Grade for visiting City Hall last week, and said she could not have done it without the help of numerous city staff members. She said the kids enjoyed themselves. She thanked the Police Department and CAT Team, and Shred-It for donating trucks for the shred event that was held last Saturday. She said over 5,000 pounds of materials were shredded and the citizens were very happy.

Councilmember Turner thanked the residents who came out and spoke about neighborhood development and Heroes Park. The Council is doing the best they can. He congratulated the residents who are graduating from Glendale University tomorrow night. He said it is a great program to learn more about the city from the inside.

Vice Mayor Hugh said the Cactus District meeting last week was very successful and 150 people attended. He thanked the Parks Department staff for setting it up. He said a special drum line came out and performed.

Mayor Weiers said Vice Mayor Hugh's event was very successful, and so was Councilmember Tolmachoff's shred event. He said Heroes Park is on the Council's mind and they want to get it done. The archery park is on its way to completion. He said the library is not a trailer and is much more modern than most people think. He said they are also addressing the parking issues. He encouraged citizens to call their Councilmember or the Mayor's Office to answer any questions.

ADJOURNMENT

Mayor Weiers adjourned the meeting at 7:32 p.m.

Legislation Description

File #: 16-182, **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.

Board of Adjustment

Tonya Blakely	Barrel	Reappointment	06/30/2016	06/30/2018
Lawrence Feiner	Sahuaro	Reappointment	06/30/2016	06/30/2018
Erminie Zarra	Mayoral	Reappointment	06/30/2016	06/30/2018
Lynda Vescio - Chair	Cholla	Appointment	06/30/2016	06/30/2017
Lawrence Feiner - Vice Chair	Sahuaro	Appointment	06/30/2016	06/30/2017

Citizens Bicycle Advisory Committee

Michael Wilson	Cactus	Appointment	04/26/2016	02/12/2018
Larry Flatau - Chair	Barrel	Appointment	04/26/2016	07/17/2016
Anthony Pratcher - Vice Chair	Cholla	Appointment	04/26/2016	07/17/2016

Citizens Transportation Oversight Commission

Marie Nesfield	Sahuaro	Appointment	04/26/2016	03/25/2017

Community Development Advisory Committee

Sharyn Nesbitt	Yucca	Reappointment	07/01/2016	07/01/2018
Dennise Rogers - Neighborhood Rep	Yucca	Reappointment	07/10/2016	07/10/2018

Industrial Development Authority

Michael Mitchum	Cholla	Reappointment	08/23/2016	08/23/2022

Judicial Selection Advisory Board

Michele Tennyson	Cholla	Appointment	04/26/2016	04/23/2017
Judge Andrew Gould - Appellate Court Judge		Appointment	04/26/2016	04/23/2019

Library Advisory Board

Timothy Ndavu	Cactus	Appointment	04/26/2016	04/13/2018
Jessica Korry - Chair	Ocotillo	Appointment	04/26/2016	04/13/2017

Parks & Recreation Advisory Commission

Alicia Rubio	Ocotillo	Appointment	04/26/2016	04/09/2017

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File #: 16-135, **Version:** 1

PROCLAIM MAY 1 - MAY 7, 2016 MUNICIPAL CLERKS WEEK
Staff Contact: Pamela Hanna, City Clerk
Presented By: Office of the Mayor
Accepted By: Pamela Hanna, City Clerk

Purpose and Recommended Action

This is a request for City Council to proclaim the week of May 1 to May 7, 2016 Municipal Clerks Week.

Ms. Pamela Hanna, Glendale City Clerk since 1994, will accept the proclamation.

Background

The Municipal Clerk is the oldest public service profession in local government. The profession dates back to Biblical times and before the written word. They were called the "Rememberers" and were relied upon to remember everything that happened. Throughout time there has been a clerk as part of government. The clerk is credited for dispersing a mob in ancient Persia and in Ancient Greece they were required to put a curse on anyone intent upon deceiving the people.

The Office of the City Clerk has played a vital role in the preservation of Glendale's history since it was founded in 1910. V.E. Messinger, the first Glendale City Clerk, handed down for future generations a detailed account of the 1,000 person religious farming community that was Glendale in the earlier part of last century. From a time of longhand cursive and leather bound books to the present age of microfilming and electronic records, the Clerk's office has committed itself to recording the actions of the City Council, preserving them as permanent documents, and making them available to the public in an efficient and timely manner.

Additionally, the Clerk's office also carries out the following duties:

- Posts meeting minutes and agendas
- Conducts city elections
- Responds to public records requests
- Records city deeds and easements
- Processes legal notices for publication
- Supervises the codification, supplement and distribution of the city code book
- Supervises the records management program, which includes the circulation, recording, storing, and microfilming of all permanent legal documents

Under the umbrella of the city's ultimate goals, such as strengthening the community, developing the economy, and encouraging cultural diversity, the Clerk's office holds insight into the future of Glendale by presenting an official account of its past.

File #: 16-167, **Version:** 1

RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, MAGNIFICAT
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 Magnificat, submitted by Laurie L. Walsh. The event will be held at St. Helen's Church inside the social center located at 5510 West Cholla Street on Saturday, May 7, 2016, from 11:15 a.m. to 2:30 p.m. The purpose of this special event liquor license is for a fundraising luncheon.

Background Summary

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

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

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

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

SECTION 1 Name of Organization: MAGNIFICAT

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

SECTION 3 The organization is a: (check one box only)
☐ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☑ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

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

St. Helen's Church (Name of Business) | [redacted] (License Number) | 623-979-4202 (Phone (include Area Code))

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

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

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

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

SECTION 7 Location of the Event: ST HELEN'S CHURCH

Address of Location: 5510 W. CHOLLA (Street) Glendale (City) MARICOPA (COUNTY) AZ (State) 85304 (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: WALSH (Last) LAURIE (First) L (Middle) [redacted] (Date of Birth)
2. Applicant's mailing address: [redacted] (Street / City / State / Zip)
3. Applicant's home/cell phone: [redacted] Applicant's business phone: (___) _____
4. Applicant's email address: [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 MAGNIFICAT Percentage: 90%
Address 7208 W. PARADISE LN (Street) Peoria (City) AZ (State) 85382 (Zip)

Name ST HELEN'S CHURCH Percentage: 10%
Address 5510 W. Cholla (Street) Glendale (City) AZ (State) 85304 (Zip)

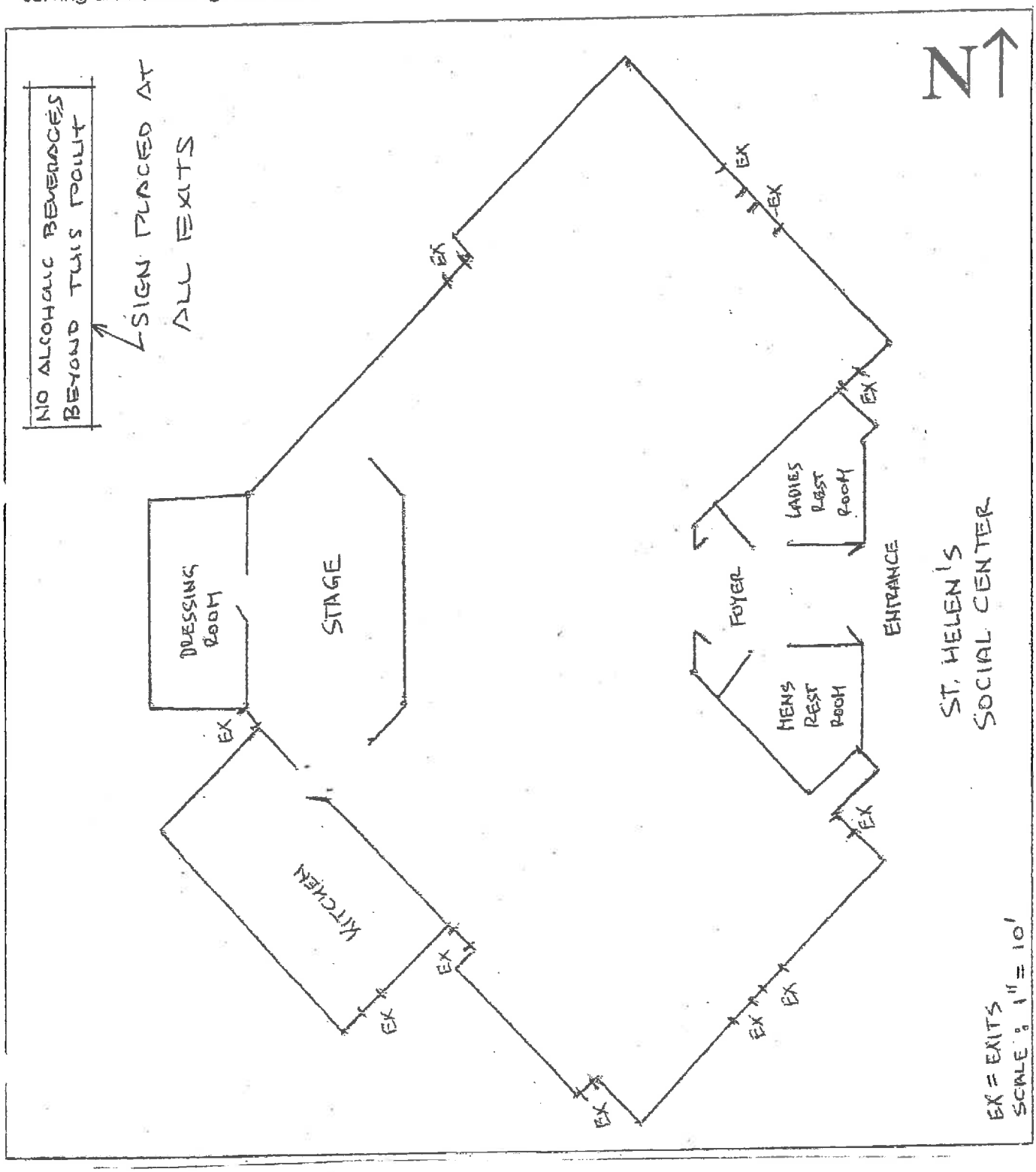
5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE 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.)
0 Number of Police 0 Number of Security Personnel ☐Fencing ☐Barriers
Explanation: WE ARE adding Champagne flavoring the "mimosas" (ABOUT 20 BOTTLES per 250 women) - Real Champagne to flavor beverages - mostly orange juice. Each lady gets ONE Mimosa. One person making & monitoring!

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:	5-7-2016	SAT	11:15 Am	2:30 Pm
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

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



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

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

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

x Laurie Walsh (Signature)	MINISTRY Coordinator (Title/ Position)	4-4-2016 (Date)	623-979-9780 (Phone #)

The foregoing instrument was acknowledged before me this 4 (Day) April (Month) 2016 (Year)

State AZ County of Maricopa

My Commission Expires on: 9/18/18 (Date)

Signature of Notary

JAVIER BUSTILLOS-ROSAS
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
September 18, 2018

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

I, LAURIE WALSH (Print Full Name) declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

x _____ (Signature)	MINISTRY Coordinator (Title/ Position)	4-4-2016 (Date)	623-979-9780 (Phone #)

The foregoing instrument was acknowledged before me this _____ (Day) _____ (Month) _____ (Year)

State _____ County of _____

My Commission Expires on: _____ (Date)

_____ (Signature of Notary Public)

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ (Government Official) _____ (Title) recommend ☐APPROVAL ☐ DISAPPROVAL

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

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

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

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

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

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

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

16-39

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **04-05-16**

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: **Magnificat**

Business Address: **7203 W. Paradise LN.**

Applicant/s Information

Name: **Walsh, Laurie L.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/5/2015	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Other criminal			
Total calls for service	0	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	4-5-16
Chief of Police or designee		4-5-16

File #: 16-154, **Version:** 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-19846, PACIFIC SEAFOOD BUFFET
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 Pacific Seafood Buffet located at 8172 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 1207A567) was submitted by Yin Fang Liu.

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 10,225. Pacific Seafood Buffet is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

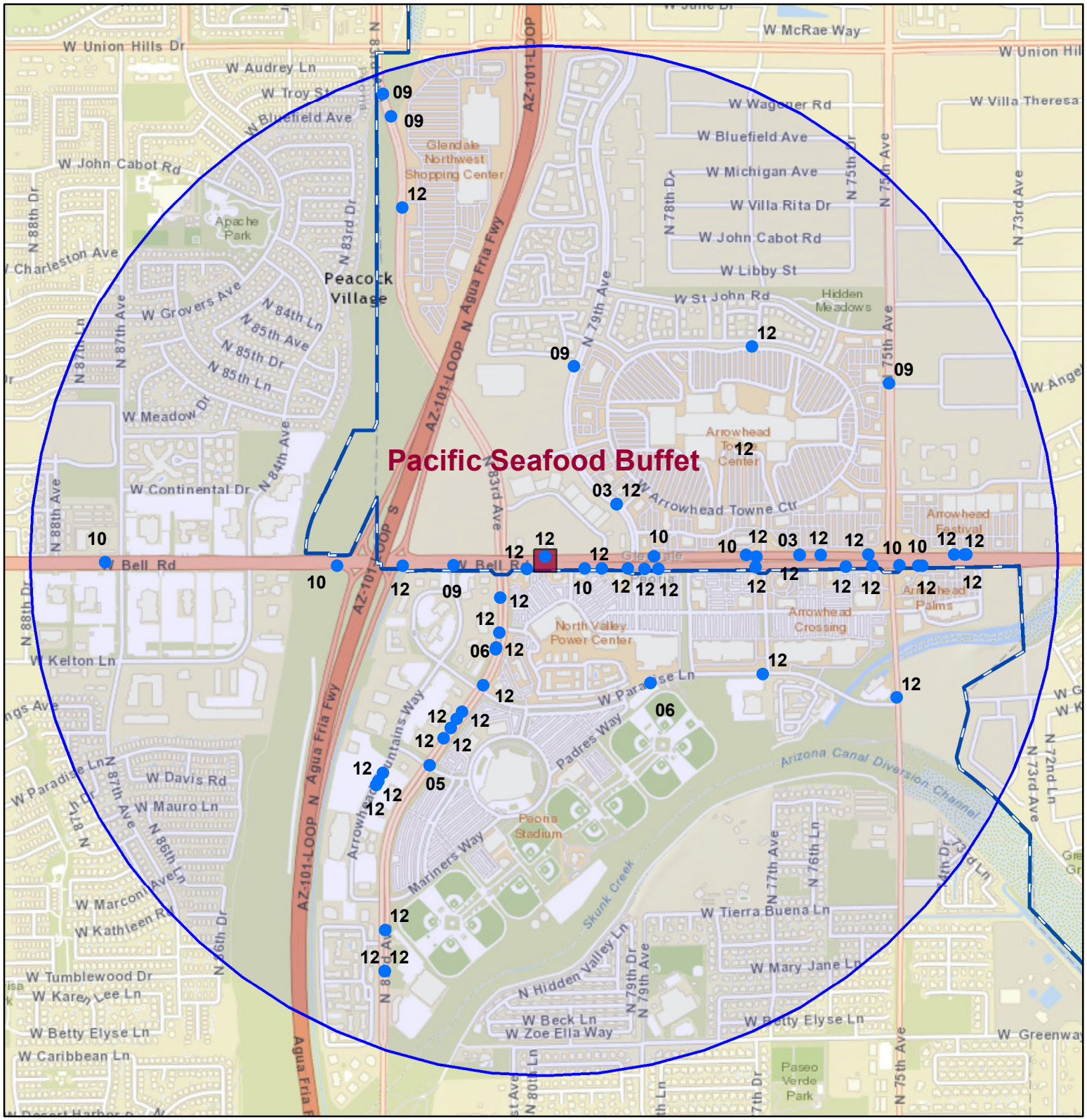
Series	Type	Quantity
03	Domestic Microbrewery	2
05	Government	1
06	Bar - All Liquor	2
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	7
12	Restaurant	37
	Total	**54**

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration 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, March 15 thru April 4, 2016.



BUSINESS NAME: Pacific Seafood Buffet

LOCATION: 8172 W. Bell Road

ZONING: PAD

APPLICANT: Yin Fang Liu

APPLICATION NO: 5-19846

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

16-35

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **03-24-16**

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: **Pacific Seafood Buffet**

Business Address: **8172 W. Bell Rd.**

Applicant/s Information

Name: **Lin, Xiang Wang**
Name: **Liu, Yin Fang**
Name:
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/24/2011	Other Suites	New ownership call history beginning: 3/1/2016
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents	1		
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Other Criminal	1		
Total calls for service	**2**	**N/A**	**0**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Yin Fang Liu (Agent)
Pacific Buffet LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	3-24-16
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee		3-24-16

File #: 16-155, **Version:** 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-19900, HEROES
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 Heroes located at 5940 West Union Hills Drive, Suite E100. The Arizona Department of Liquor Licenses and Control application (No. 1207A572) was submitted by Lauren Kay Merrett.

Background Summary

The location of the establishment is in the Cholla District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 11,720. Heroes is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

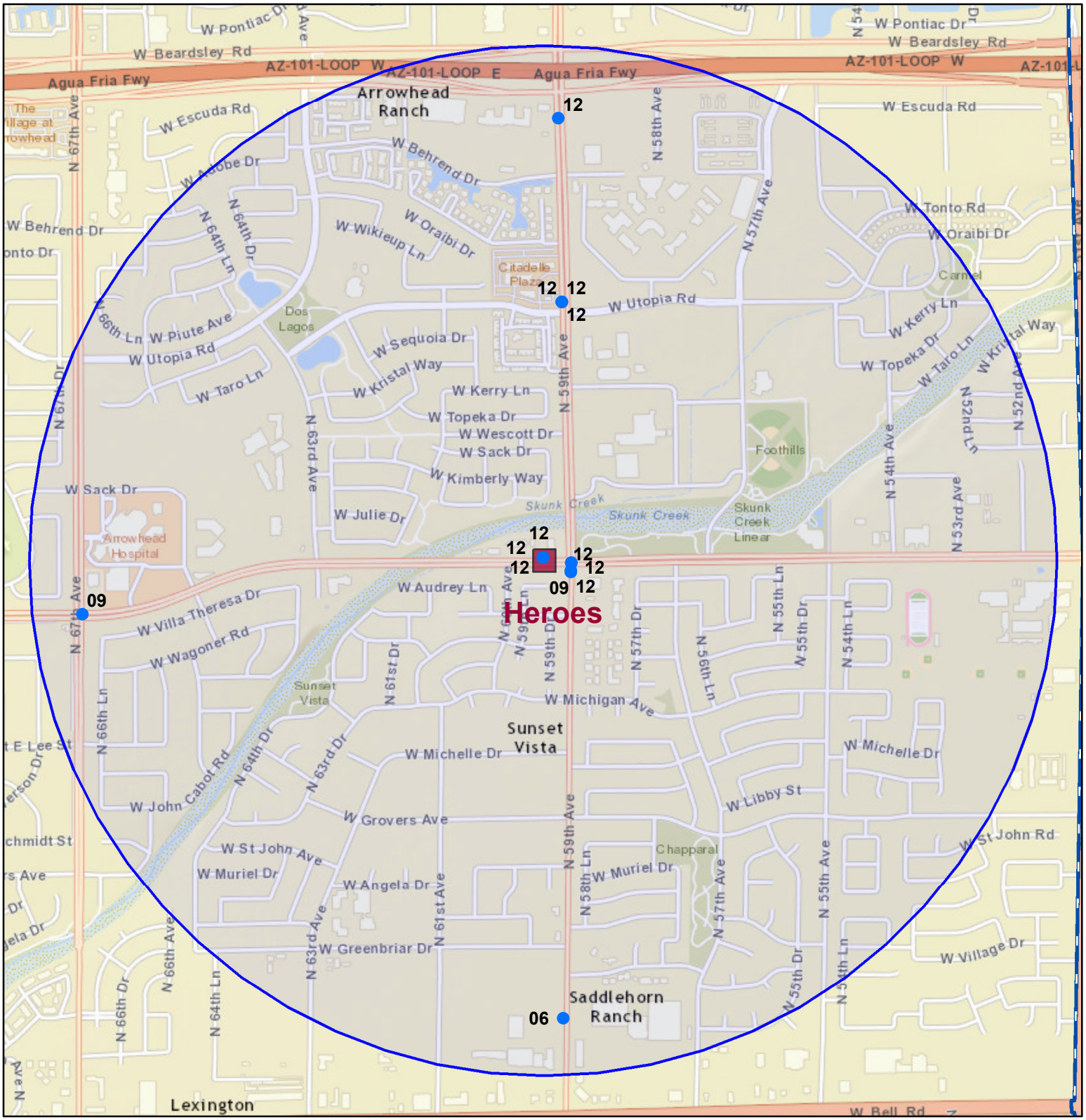
Series	Type	Quantity
06	Bar - All Liquor	1
09	Liquor Store - All Liquor	2
12	Restaurant	10
	Total	**13**

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

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, March 10 thru March 30, 2016.



BUSINESS NAME: Heroes

LOCATION: 5940 W. Union Hills Drive, Suite E100

ZONING: C-2

APPLICANT: Lauren Kay Merrett

APPLICATION NO: 5-19900

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

1634

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **03-23-16**

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: **Heroes**

Business Address: **5940 W. Union Hills Dr., E-100**

Applicant/s Information

Name: **Merrett, Lauren (Agent)**
Name: **Russell, Michael Allen**
Name: **Russell, Chad Clayton**
Name: **Tadiello, David Nathaniel**

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/23/2011	Other Suites	New ownership call history beginning: 3/4/2016
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	1		
Total calls for service	**1**	**N/A**	**0**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Lauren Merrett (Agent)
VFR Holdings LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	3-23-16
Chief of Police or designee		3-24-16

File #: 16-156, **Version:** 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-19863, SALT TACOS Y TEQUILA
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 License and Control of a new, non-transferable series 12 (Restaurant) license for Salt Tacos Y Tequila located at 6751 North Sunset Boulevard, Suite E109. The Arizona Department of Liquor Licenses and Control application (No. 1207A569) was submitted by Randy D. Nations.

Background Summary

The location of the establishment is in the Yucca District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 4,174. Salt Tacos Y Tequila is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

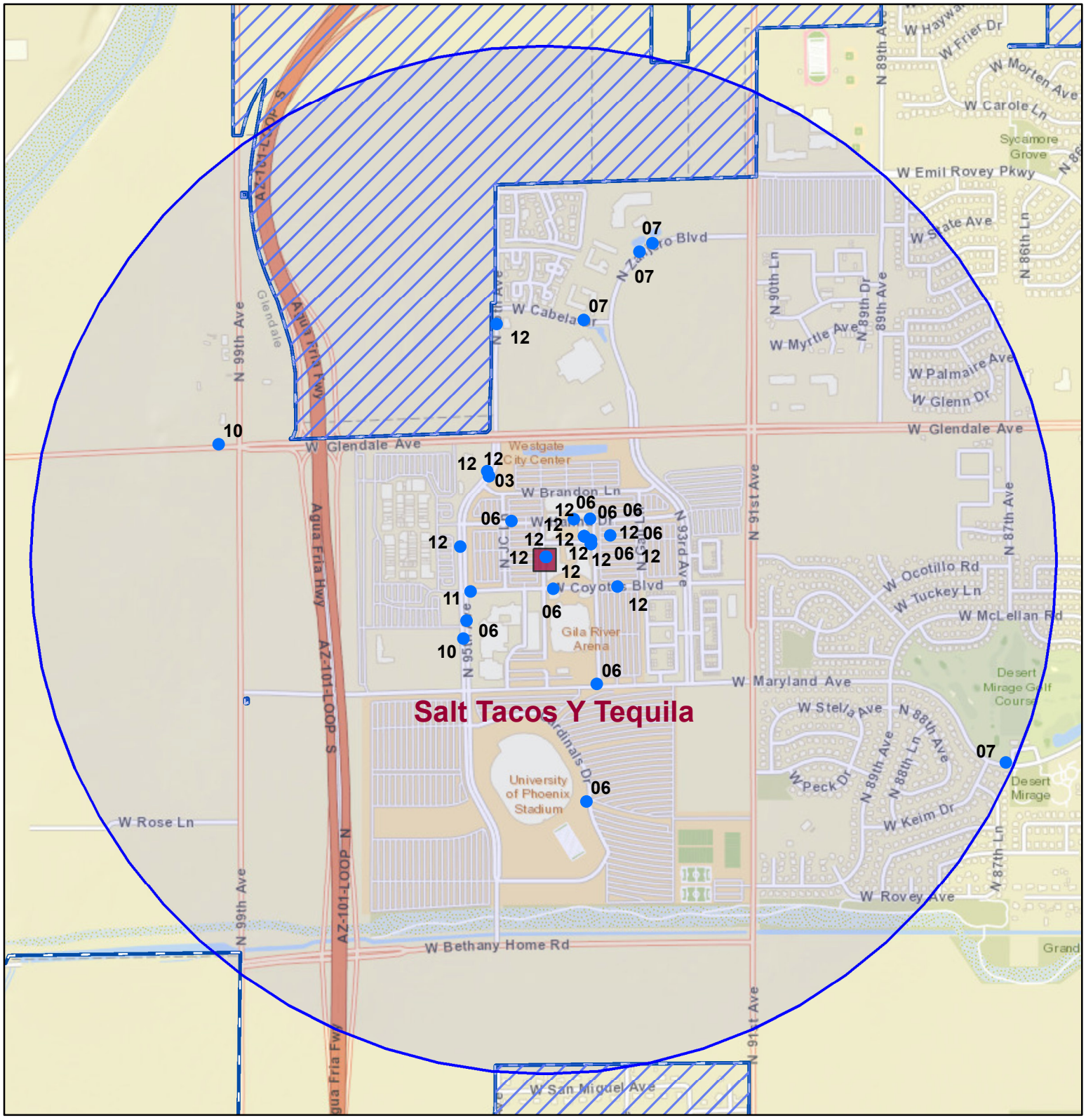
Series	Type	Quantity
03	Domestic Microbrewery	1
06	Bar - All Liquor	10
07	Bar - Beer and Wine	4
10	Liquor Store - Beer and Wine	2
11	Hotel/Motel	1
12	Restaurant	16
	Total	**34**

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

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, March 8 thru March 28, 2016.



BUSINESS NAME: Salt Tacos Y Tequila

LOCATION: 6751 N. Sunset Blvd., Suite E109

ZONING: PAD

APPLICANT: Randy D. Nations

APPLICATION NO: 5-19863

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

16-31

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **03-22-16**

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: **Salt Tacos y Tequila**

Business Address: **6751 N. Sunset Blvd., Suite-E109**

Applicant/s Information

Name: **Nations, Randy (Agent)**
Name: **Tsailakis, John Alexnader**
Name: **Zeilstra, Edward Mount**
Name: **Walden, Preston Lee Calvert**

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/22/2011	Other Suites	New ownership call history beginning:
Liquor Related		23	
Vice Related			
Drug Related		5	
Fights / Assaults		110	
Robberies		2	
Burglary / Theft		92	
911 calls		4	
Trespassing		40	
Accidents		30	
Fraud / Forgery		11	
Threats		1	
Criminal damage		19	
Other non-criminal*		171	
Other criminal		25	
Total calls for service	**N/A**	**533**	**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:

Theresa June Morse (Agent)
Margaritaville of Phoenix LLC (Owner)

Current license holder not in business.

Location History:

No significant Calls for Service history at this location.

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

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	3-23-16
Chief of Police or designee	[signature]	3-24-16

File #: 16-185, **Version:** 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-20087, BAR LOUIE
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 for a new, non-transferable series 12 (Restaurant) license for Bar Louie located at 6770 N. Sunrise Boulevard, Suite G-118. The Arizona Department of Liquor Licenses and Control application (No. 1207A581) was submitted by Amy S. Nations.

Background Summary

The location of the establishment is in the Yucca District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 4,412. This series 12 is a new license to this location, therefore, the approval of this license will increase the number of liquor licenses in the area by one. Bar Louie has notified the city of its intent to apply for a Series 6 Bar liquor license in the near future. This Series 12 Restaurant license will allow them to open and operate until they are able to obtain a Series 6 license. The current number of liquor licenses within a one-mile radius is as listed below.

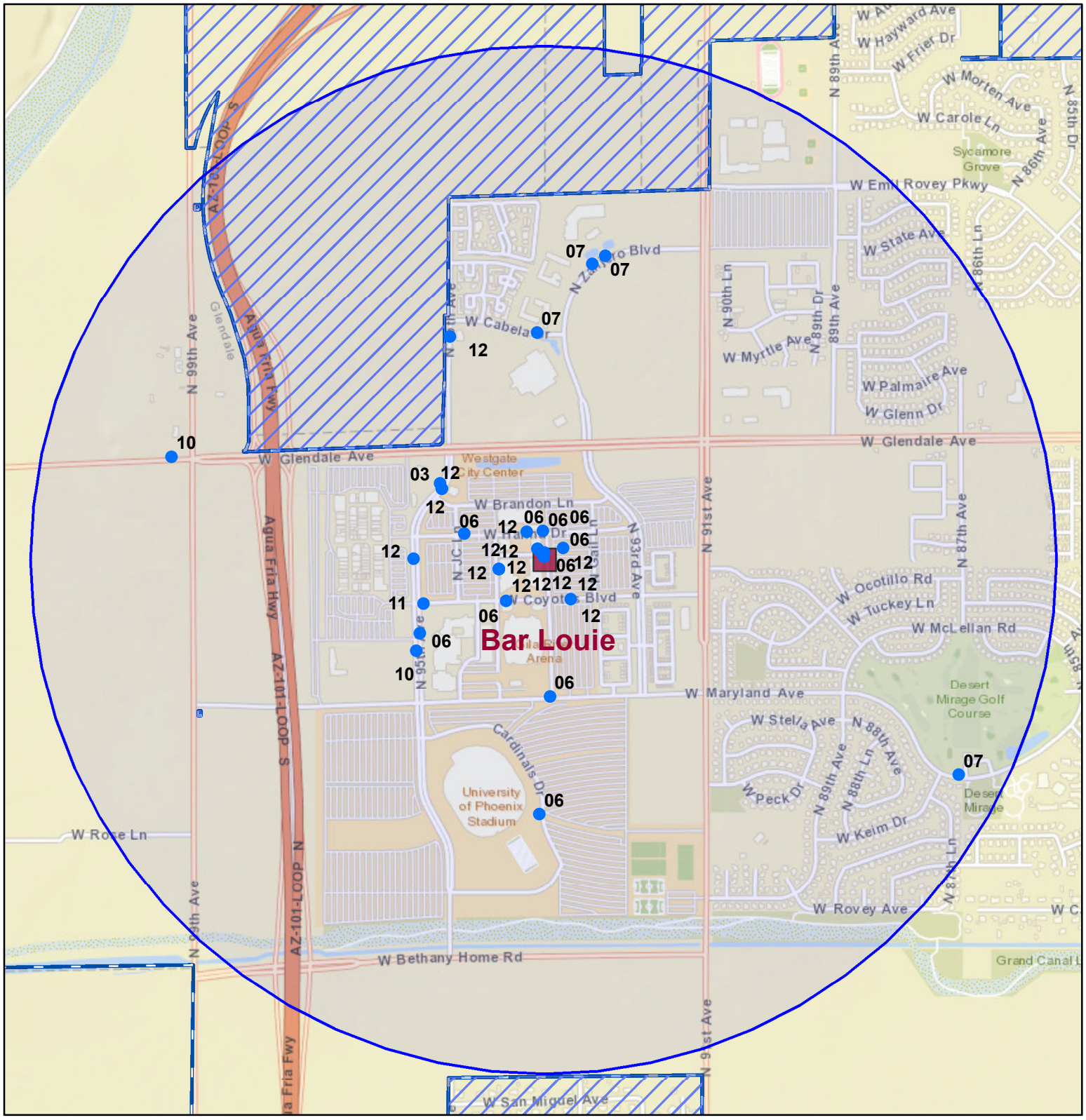
Series	Type	Quantity
03	Domestic Microbrewery	1
06	Bar - All Liquor	10
07	Bar - Beer and Wine	4
10	Liquor Store - Beer and Wine	2
11	Hotel/Motel	1
12	Restaurant	16
	Total	**34**

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, March 25 thru April 14, 2016.



BUSINESS NAME: Bar Louie

LOCATION: 6770 N. Sunrise Blvd., Suite G-118

ZONING: PAD

APPLICANT: Amy S. Nations

APPLICATION NO: 5-20087

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

16-38

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **04-01-16**

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: **Bar Louie**

Business Address: **6770 N. Sunrise Blvd. Suite G-118**

Applicant/s Information

Name: **Nations, Amy (Agent)**
Name: **Neitzel, John Arthur**
Name: **Bebb, Tamara Ellen**
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/3/2011	Other Suites	New ownership call history beginning:
Liquor Related		27	
Vice Related			
Drug Related		3	
Fights / Assaults		94	
Robberies			
Burglary / Theft		54	
911 calls		7	
Trespassing		111	
Accidents		12	
Fraud / Forgery		5	
Threats		2	
Criminal damage		13	
Other non-criminal*		69	
Other criminal		47	
Total calls for service		**444**	

* 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:

New License

Location History:

No significant Calls for Service history at this location.

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

This suite has not had a permanent occupant.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	4-8-16
Chief of Police or designee	Debra Blake	4-11-11

File #: 16-139, **Version:** 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 5 OF THE ICAPTURE SOFTWARE LICENSE SUPPORT AGREEMENT WITH IMPRESSION TECHNOLOGY, INC.

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

Purpose and Recommended Action

This is a request for City Council to enter into Amendment No. 5 of the annual iCapture software license support agreement with Impression Technology, Inc. for one year pursuant to contract numbers C-7133 and C -7133-1 for an amount not to exceed $51,624.98 and to authorize the City Manager to execute all documents necessary to implement the maintenance renewal for the period of May 10, 2016 through May 9, 2017.

Background

On August 11, 2009, the City Council awarded contract number C-7133 to Impression Technology, Inc. to lease a scanner and purchase scanning software. Currently, the City uses the scanner and software to process monthly sales tax documents and payments. The agreement for annual software maintenance provides technical support, software updates, fixes, and upgrade rights. The contract also allows for the continuation of maintenance on the software annually upon mutual agreement by both parties.

Analysis

Impression Technology, Inc. is the creator of the scanner software and currently provides the maintenance and support. It is common in the software industry for the software maintenance to be provided only by the creator of the system because the software is proprietary and firms typically do not license other companies to provide support services. This software maintenance and support is necessary to continue to use the scanner for the next year.

Previous Related Council Action

On April 14, 2015, January 28, 2014, and February 12, 2013, City Council approved the annual maintenance support agreements and expenditures for the scanning system.

On August 11, 2009, City Council authorized the City Manager to enter into agreements with Impression Technology, Inc. for the scanner software.

Community Benefit/Public Involvement

Impression Technology, Inc. provides the software that allows the scanning of sales tax documents and payments, which are then uploaded to the sales tax system daily to update customer accounts.

Budget and Financial Impacts

The annual iCapture software license support costs total $51,624.98 and are budgeted in the License/Collection division.

Cost	Fund-Department-Account
$51,624.98	**1000-11340-518200, License/Collection**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 5
ICAPTURE SOFTWARE LICENSE AGREEMENT (Contract No. C-7133)
City of Glendale Solicitation No. 09-15

This Amendment No. 5 ("Amendment") for iCapture Software License Support Agreement is made to be effective this ____ day of _____, 2016 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Impression Technology Inc., a California corporation.

RECITALS

A. City and Contractor previously entered into a Software License Agreement, Contract No. C-7133, dated August 11, 2009 ("Agreement"); and

B. In 2010, the City and Contractor previously entered into Change Order No. C-7133-1 to incorporate the additional requirements for remittance payment processing for Tax and License and Utility bills; and

C. City and Contractor previously entered into Contract Amendment No. 2, extending the term of the Agreement from May 10, 2014 through May 9, 2015; and

D. City and Contractor previously entered into Contract Amendment No. 3, extending the lease of the Kodak s1740 high-speed scanner for a one-year period from September 10, 2014 through September 9, 2015 with the option to purchase the Kodak s1740 high-speed scanner for $1 at the end of this lease period (September 9, 2015); and

E. City and Contractor previously entered into Contract Amendment No. 4, extending the term of the Agreement from May 10, 2015 through May 9, 2016; and

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

AGREEMENT

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

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

2. **Term.** The term of the Agreement is extended for a one-year period from May 10, 2016 through May 9, 2017, unless terminated or canceled as provided within the Agreement. All other provisions of the Agreement shall remain in their entirety.

3. **Compensation.** The compensation is Fifty-One Thousand Six Hundred Twenty-Four Dollars and Ninety-Eight Cents ($51,624.98) as set forth in Attachment A.

4. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to the execution of this Amendment.

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

CITY OF GLENDALE, an Arizona municipal corporation

_____
Kevin R. Phelps, City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

Impression Technology Inc., a California corporation

Chan C Hou
By: Charles Hou
Its: Vice President
Impression Technology

Attachment A

Impression Technology
1777 N California Blvd., Suite 240
Walnut Creek, CA 94596
(925)280-0010 ext. 314
(925)280-0092 (Fax)

Invoice

BILL TO

City of Glendale
6830 N 57th Drive
Glendale, AZ 85301
ATTN: Susan Matousek

Date	Invoice #	Terms
3/1/2016	1713	See attachment

Contract No.	P.O. No.

ITEM	DESCRIPTION	AMOUNT
iCapture Maintenance	City of Glendale - iCapture system annual maintenance fee Maintenance period: 5/10/2016 - 5/9/2017, Due 5/9/2016	51,624.98

Sales Tax (0.00)	$0.00
Total	$51,624.98
Balance Due	$51,624.98

C-7133
08/11/2009

iCapture™

Software License Agreement

September 14, 2007

Revised for City of Glendale on October 19, 2009

Impression Technology, Inc.
1777 N. California Blvd. Suite 240
Walnut Creek, CA 94596-4684

925.280.0010 / 925.280.0092 Office/Fax
www.impression-technology.co

SOFTWARE LICENSE AGREEMENT

Between IMPRESSION TECHNOLOGY
And CITY OF Glendale

This Software License Agreement ("**Agreement**") is entered into by and between Impression Technology, Inc., a California corporation ("**Licensor**") and the licensee, the City of Glendale, an Arizona municipal corporation ("**City**"), as of the date last executed by the Parties ("**Effective Date**"). Licensor and City are individually referred to as "**Party**" and collectively as "**Parties**" throughout this Agreement, and the words Party and Parties shall be construed accordingly. Licensor hereby agrees to grant City certain licenses to the Software as defined (the "**License**"), subject to the terms and conditions of this Agreement which are attached and the Exhibits set forth below. Any modifications or amendments to this Agreement may be made by an addendum signed by an authorized officer of the Parties ("**Agreement Addendum**") to be attached to this Agreement.

BOTH PARTIES ACKNOWLEDGE HAVING READ THE TERMS AND CONDITIONS SET FORTH ON THIS FACING PAGE AND ATTACHED HERETO, UNDERSTANDING ALL TERMS AND CONDITIONS, AND AGREEING TO BE BOUND THEREBY.

IN WITNESS WHEREOF, the Parties herein have caused this Agreement to be executed in triplicate originals.

IMPRESSION TECHNOLOGY, INC., a
California corporation

By: _____
MICHAEL TOKUYAMA
Title: PRESIDENT
Date: 11/19/09

CITY OF GLENDALE,
an Arizona municipal corporation

By: _____
Ed Beasley
Its: City Manager
Date: December 3rd, 2009

ATTEST:

_____
Pam Hanna, City Clerk

APPROVED AS TO FORM:

_____
Craig Tindall, City Attorney

SOFTWARE LICENSE AGREEMENT
TERMS AND CONDITIONS

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the following meanings:

"Client" is a user (which includes but is not restricted to an employee or consultant of City) who is permitted access to the City data files using the Software.

"Documentation" means the user and technical manuals and documentation regarding the Software, whether in hard copy, magnetic or electronic media or other form, provided by Licensor to City. Documentation includes, but is not limited to, the reference manuals and user guides and manuals, operating instructions, input information, format specifications, instructional and other documentation, published specification and other documentation related to the Software.

"Software" means Licensor's iCapture software residing on a single or multiple servers at the locations specified on the Facing Page and any software modules which are included with such Software.

"Update" means a revised version of the original Software containing updates or modifications of the Software that Licensor provides to City. The term Update includes revisions to any Documentation associated with the Software.

2. INSTALLATION AND DELIVERY.

2.1 Except as otherwise agreed between the parties, City shall be solely responsible for installation of the Software and for any conversion of data required in connection with City's use of the Software to make such data compatible with the Software.

3. LICENSE GRANT.

3.1 **Software License.** Licensor shall provide to City, by CDROM or electronically (as agreed between the Parties), one copy of the Software, in machine-readable object code, solely for City's use pursuant to this Agreement. Subject to the terms and conditions of this Agreement, Licensor hereby grants to the City a non-exclusive, non-transferable, restricted license to install and use the Software on the servers designated on the facing page, in machine-readable object code. Such License shall allow City the right to allow up to that number of Clients to access City's designated data files and to:

(A) use the Software for manipulating, sorting, archiving and accessing City's data files on that number of servers as is permitted under this Agreement;

(B) use the Documentation;

(C) reproduce, modify, or adapt the Documentation for Clients in connection with the exercise of the License granted with respect to the Software and Documentation, provided that all notices, restrictions and trademarks are left intact.

3.2 Source Code. City and its Clients shall not have the right to receive or use the Source Code of the Software.

3.3 Changes. Any change by City to the Software requires Licensor's written consent for such modification or change.

4. LICENSE FEE; TAXES.

4.1 City Fee. As consideration for the license granted to City hereunder, City shall pay to Licensor the initial License Fee specified in any addendum to the Agreement ("Agreement Addendum"), reference Attachment A - System Support and Maintenance and Support Fees.

4.2 Client Access Fees. Additional license fees shall be payable on any additional features elected by City, for any increase by City in the number of Clients who are permitted access to, or can simultaneously access, City's data files at any given point in time. Such additional fees shall be payable in accordance with the terms in any Agreement Addendum.

4.3 Payment. Payments shall be paid to Licensor within thirty (30) days after City's receipt of Licensor's invoice therefore.

4.4 Taxes. City shall pay all sales, use and other taxes (excluding taxes on Licensor's income) imposed by any jurisdiction arising out of or related to the License granted under this Agreement, or on City's use of the Software, regardless of when such tax liability is asserted. Licensor warrants that it has researched and will apply all known taxes applicable to the transaction contemplated under this Agreement concurrent with its execution.

5. RESTRICTIONS.

5.1 Authorized Use Only. City shall: (a) adopt and enforce such internal policies, procedures and monitoring mechanisms as are necessary to ensure that the Software is used only in accordance with the terms of Section 3 hereof; and (b) take all steps necessary to ensure that no person or entity will have unauthorized access to the Software.

5.2 Unauthorized Access. City shall not: (a) assign, sublicense, lease, encumber or otherwise transfer or attempt to transfer the Software or any portion thereof, other than in accordance with Section 13.3 hereof; or (b) except for access by Clients to the Software as permitted by this Agreement, permit any third party to use or have access to the Software, whether by timesharing, networking, through the internet or any other means.

5.3 No Reverse Engineering. City shall not modify, translate, reverse engineer, decompile or disassemble the Software; nor shall it permit its Clients to modify, translate, reverse engineer, decompile or disassemble the Software. City shall immediately advise Licensor of any modification, translation, reverse engineering, decompiling or disassembly of the Software by any Party or any Client.

5.4 Proprietary Notices. City shall not remove or cause to be removed any copyright, trademark, patent or other proprietary notices from the Software or Documentation or any portion thereof.

6. COMPLIANCE.

6.1 Employee Compliance. City shall instruct its employees, consultants, Clients and agents that making unauthorized copies of Software or any portion thereof, or permitting the use of the Software other than in accordance with Section 3 hereof, constitutes a violation of copyright law and of this Agreement.

6.2 Compliance Statement. Upon Licensor's reasonable request, City shall provide signed statements verifying its compliance with this Agreement. Licensor shall have the right, upon reasonable notice, and compliance with City security policies, to inspect City facilities to verify City's compliance with this Agreement.

7. INTELLECTUAL PROPERTY.

7.1 City acknowledges and agrees that Licensor will retain all right, title, interest and ownership in and to the Software and Documentation and any and all copies, Updates or modifications to the Software and Documentation. City acknowledges that the Software and Documentation constitute proprietary information and trade secrets of Licensor, whether or not any portion thereof is or may be the subject of a valid copyright or patent. City shall maintain all information and data contained in the Software and Documentation, or any portion thereof, in strict confidence, and shall not publish, communicate or disclose, or permit to be published, communicated or disclosed, to third parties such information and data without Licensor's prior written consent. City agrees to take all appropriate steps to ensure that persons having access to the Software and Documentation shall refrain from any unauthorized reproduction or disclosure of the Software, Documentation or any portion thereof.

7.2 Notwithstanding any other provision of this Agreement regarding confidentiality, secrets, or protected rights, Licensor information provided to City may be subject to disclosure by laws related to open public records. Consequently, Licensor understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Licensor, City agrees to provide Licensor with notice of that request, which shall be deemed given when deposited by City with the USPS for regular delivery to the address of Licensor specified below for notices. Within ten (10) days of City notice by City, Licensor will inform City in writing of any objection by Licensor to the disclosure of the requested information. Failure by Licensor to object timely shall be deemed to waive any objection and any remedy against City for disclosure. In the event Licensor objects to disclosure within the time specified, Licensor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which Licensor does not object thereto. Furthermore, Licensor agrees to indemnify and hold harmless City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

8. MAINTENANCE; CUSTOMIZATION.

8.1 Maintenance. During the Warranty Period, Licensor shall provide to City, at no charge to City, telephone support between the hours of 8:00 a.m. and 6:00 p.m. Pacific Standard Time. Additional support services and Updates will be subject to City's execution of a Support Services Agreement ("Maintenance Agreement") with Licensor, payment of then current fees and subject to terms and conditions in the Maintenance Agreement. In the event Updates are provided to City pursuant to a Maintenance Agreement, such Updates shall become a part of the "Software" for purposes of this Agreement and shall be subject to all of the terms and conditions of this Agreement.

8.2 Customization. Any changes or modifications to the Software requested by City are subject to City's execution of a separate Consulting Agreement with Licensor.

9. WARRANTIES.

9.1 Limited Warranty. Licensor warrants that the Software will perform substantially as specified in the Documentation delivered with the Software and that the media in which the Software is stored will be free of defects in materials and workmanship for a period of not less than one (1) year ("Warranty Period"), provided, however, that Licensor shall not be liable under this warranty if the Software has been modified or altered by anyone other than Licensor, if the Software has been abused or misapplied, or if City has failed to incorporate all patches and Updates provided to City by Licensor. This Warranty Period shall commence upon the "go-live" date of the Impression software and will remain in effect for a period of one (1) year from the "go-live" date of the complete tax and licensing information system solution. In the event of a breach of this warranty, City may return the defective Software to Licensor for replacement of the Software without charge.

9.2 Disclaimers of Warranties. Except as expressly set forth in this Section 9, Licensor does not make any warranties, express or implied, concerning the Software or the application, operation or use thereof, the data generated by the operation or use thereof, or any support services rendered with respect thereto. Licensor hereby excludes all implied warranties to the extent permitted by law, including specifically, any implied warranty arising by statute or otherwise in law or from a course of dealing or usage of trade. Licensor hereby excludes all implied warranties of merchantability, or of merchantable quality, or of fitness for any purpose, particularly, specific or otherwise, or of non-infringement, concerning the Software and the application, operation or use thereof.

10. LIMITATION OF REMEDIES.

10.1 City acknowledges and agrees that it has independently verified that the Software is appropriate for the purposes for which City intends to use the Software. City assumes the entire risk related to the use of the Software. Licensor's liability in contract, tort or otherwise in connection with the Software or this Agreement shall not exceed the City's fee paid or payable plus the professional service fees and expenses paid or payable to Licensor by City under this Agreement. This limitation of liability shall not apply to Licensor's liability for damages arising from bodily injury, including death, damage to or loss of

tangible personal property, or infringement of intellectual property rights. Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, City further agrees that neither Licensor nor its licensors shall be liable to City for damages in the form of indirect, consequential, incidental, punitive or special damages, lost profits, lost savings, loss of goodwill or otherwise, or for exemplary damages, resulting from City's use or inability to use the Software or from any support services rendered with respect thereto, even if Licensor has been advised of the possibility of such damages. In no event will Licensor be liable for any damages resulting from access by clients or unauthorized third parties to City's servers.

11. TERM AND TERMINATION.

11.1 Term. This Agreement shall be effective upon execution by both Parties and, subject to Section 11.3, shall remain in full force and effect unless and until: (a) the Parties mutually agree in writing to terminate the Agreement; or (b) the Agreement is terminated pursuant to Section 11.2 below.

11.2 Termination Upon Default. Either Party (the "Terminating Party") shall have the right to terminate this Agreement upon thirty (30) days (or ten (10) days in the event of nonpayment) written notice to the other Party (the "Defaulting Party"), if the Defaulting Party fails to comply with any material term or condition of this Agreement and such failure to comply is not cured within the relevant notice period. Upon such termination by default, the Terminating Party may pursue any remedies available for damages and injunctive relief, which remedies shall be cumulative.

11.3 Effect of Termination. City shall, upon termination of this Agreement: (a) discontinue all use of the Software; (b) deliver to Licensor all media containing the Software and all other physical copies of the Software and any related Documentation; (c) destroy the Software and all copies of the Software contained in any computer memory or data storage apparatus under the control of City; and (d) certify to Licensor within one week after the termination of this Agreement that City has delivered to Licensor and destroyed the Software and all copies of the Software in accordance with this Section 11.3. Where City is the Defaulting Party, all payments owed up to and including the termination date shall be due and payable in full immediately upon termination. Sections 7, 9, 10, and 12 shall remain in full force and effect following termination of this Agreement.

11.4 Remedies. The pursuit by Licensor or City of any remedy to which it is entitled at any time shall not be deemed an election of remedies or waiver of the right to pursue any of the other remedies to which it may be entitled.

12. DISPUTE RESOLUTION.

12.1 Arbitration. Except as set forth in this Section 12, any claim or dispute between the Parties hereto pertaining to or arising out of this Agreement (including, without limitation, the negotiation or execution of this Agreement, or the interpretation, performance or breach of any provision of this Agreement) shall be arbitrated in Glendale, Arizona, before a single neutral arbitrator under the Commercial Arbitration Rules of the American Arbitration Association but not under the direction of nor heard by the American Arbitration Association. Any arbitration award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award, which award may be entered as a judgment in any court of competent jurisdiction. This provision for arbitration shall be specifically enforceable by the Parties and, except as otherwise provided by applicable law, the decision of the arbitrator in accordance herewith shall be final and binding. The arbitrator shall have the power to issue and grant permanent injunctive relief and other equitable orders and remedies. Any such arbitration shall be conducted in confidence and in accordance with the confidentiality provisions of this Agreement. Each Party shall pay its own expenses of arbitration, and the expenses of the arbitrator shall be equally shared.

12.2 Injunctive Relief. Each Party recognizes that the other Party will be irreparably harmed in the event of City's breach, or threatened breach, of this Agreement, and that, notwithstanding anything contained herein to the contrary, the non-breaching Party may commence an action in any court of competent jurisdiction in Arizona, to obtain equitable relief to prevent such breach or threatened breach at any time prior to the commencement of an arbitration proceeding and, if an arbitration proceeding has been commenced, at any time until an arbitration award is rendered in such arbitration proceeding, or the claim or dispute is otherwise resolved. The breaching Party shall reimburse the other Party for all fees, costs and expenses including, without limitation, attorneys' fees, costs and expenses incurred by the other Party

in taking such court action to obtain equitable relief. Neither Party shall be deemed to have waived its right to arbitrate any dispute, claim or controversy by reason of seeking such equitable relief.

13. GENERAL PROVISIONS.

13.1 Nondiscrimination. Licensor will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability, nor otherwise commit an unfair employment practice. Licensor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, gender, national origin, age, or disability. Such action will include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or forms of compensation; and selection for training, including apprenticeship.

13.2 Licensor further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services, in connection with this Agreement. This clause will also be incorporated into all job-consultants' agreements or subleases in any way pertaining to Licensor's performance under this Agreement.

13.3 Compliance with Immigration Reform and Control Act. Licensor understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) to it. Licensor agrees to comply with IRCA in performing under this Agreement and to permit City to verify such compliance.

13.4 Arizona Immigration Requirements.

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

(B) Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

(C) City retains the legal right to inspect the papers of Licensor or subcontractor employee who performs work under this Agreement to ensure that Licensor or any subcontractor is compliant with the warranty under subsection (A) above.

(D) City may conduct random inspections, and upon request of the City, Licensor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Licensor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section 13.4.

(E) Licensor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Licensor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

(F) Licensor's warranty and obligations under this Section 13.4 to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement.

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

13.5 Fiscal Year Clause. Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated for payment of such obligation. Continuation of this Agreement after the

close of the City's fiscal year, which ends June 30th of each year, is subject to the approval of the budget of the City providing an appropriation covering this item as an expenditure. The City does not represent that such budget item will be actually adopted, as that determination is made by the City Council at the time of the adoption of the budget. If funds are not appropriated for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments or for any damages as a result of termination under this provision.

13.6 Offsets. Licensor understands and acknowledges that no demand on City shall be allowed in favor of any person in any manner indebted to City without first deducting such indebtedness. Accordingly, Licensor agrees that any payments that are undisputed and due and payable to City shall be offset against the amounts payable to Licensor under this Agreement.

13.7 Cancellation. The Parties understand and acknowledge that this Agreement may be subject to cancellation under Arizona Revised Statutes (A.R.S.) § 38-511, (Arizona's public employee conflict of interest law) in the event there is a conflict of interest of the type specified in A.R.S. § 35-511 by persons significantly involved in initiating, negotiation, securing, drafting or creating this Agreement..

13.8 Audit/Records. The provisions of A.R.S. § 35-214 will apply to this Agreement. The City will perform the inspection and audit function specified therein.

13.9 Claims or Demands Against the City . Licensor acknowledges that A.R.S §§ 12-821 and 12-821.01 are applicable to any claims or demands Licensor may make against City.

13.10 Foreign Prohibitions. Licensor, 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 statutory sections, in the countries of Sudan or Iran.

13.11 Insurance Requirements.

(A) Licensor and its subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement 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 Licensor, its agents, representatives, employees or subcontractors.

(B) The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Licensor from liabilities that might arise out of the performance of the work under this Agreement by Licensor, its agents, representatives, employees or subcontractors and Licensor is free to purchase additional insurance as may be determined necessary.

(C) Minimum Scope and Limits of Insurance. Licensor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

(i) Commercial General Liability – Occurrence Form:

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

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

(b) The policy shall be endorsed to include the following additional insured language: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Licensor."

(ii) Automobile Liability:

(a) Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

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

(b) The policy shall be endorsed to include the following additional insured language: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Licensor, including automobiles owned, leased, hired or borrowed by Licensor."

(iii) Worker's Compensation and Employers' Liability:

Workers' Compensation	Statutory
Employers' Liability – Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

(a) Policy shall contain a waiver of subrogation against the City.

(b) This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. § 23-901 and when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

(iv) Professional Liability (Errors and Omissions Liability):

(a) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement.

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

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

(D) Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

(i) On insurance policies where the City is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by Licensor even if those limits of liability are in excess of those required by this Agreement.

(ii) Licensor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(E) Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, or canceled, except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent in accordance with Paragraph 14.8 of this Agreement and shall be sent by certified mail, return receipt requested.

(F) Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Licensor from potential insurer insolvency.

(G) Verification of Coverage. Licensor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

(ii) All certificates required by this Agreement shall be sent in accordance with Paragraph 14.8 of this Agreement. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

(H) Subcontractors. Licensor shall require all subcontractors to comply with the foregoing insurance requirements, or Licensor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

(I) Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

14. MISCELLANEOUS.

14.1 Default and Other Remedies. Nothing herein shall preclude either Party from seeking money damages or injunctive relief to prevent unauthorized use of the licensed material or City proprietary material in the event of a breach of this Agreement.

14.2 Remedies. Except as otherwise provided herein, no right or remedy herein conferred on or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy under this Agreement or under applicable law, whether now or hereafter existing.

14.3 Injunctive Relief and Special Performance.

(A) Licensor and City agree that a breach by either of them of its obligations under, Section 6, Section 7 or Section 11 may cause irreparable harm which cannot be compensated in money damages. Accordingly, Licensor and City each agree that in the event either Party breaches any of the provisions in Section 6, Section 7, Section 11 the other Party shall be entitled to seek injunctive relief or specific performance in addition to its other remedies.

(B) Specific Performance. Licensor agrees that, in the event of a breach by Licensor of any material provision of this Agreement, the City shall, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City shall elect to treat any such breach on the part of Licensor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

(C) The total liability of the Licensor under this Agreement for any reason or claim shall not exceed that as stated in Section 10.

14.4 **Relationship of Parties.**

(A) The relationship of the Parties shall be that of independent contractors. Any employee, subcontractor or agent of Licensor who is assigned to provide Services under this Agreement shall remain at all times under the exclusive direction and control of Licensor and shall not be deemed to be an employee, subcontractor or agent of the City. Neither Party will represent that it has any

authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity, except as specifically provided herein.

(B) This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth therein. Licensor will agree that no persons supplied by it in the performance of the agreement are employees of the City and further agrees that no rights to the City's civil service, retirement or personnel rules and benefits accrue to such persons. Licensor shall be responsible for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, unemployment compensation, other benefits, taxes and premiums appurtenant thereto concerning such persons provided by such Licensor in the performance of the Agreement, and Licensor shall save and hold the City harmless with respect thereto.

14.5 **Entire Agreement; Amendments; Modifications.** This Agreement, along with the schedules and exhibits attached hereto, sets forth the entire Agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this Agreement shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

14.6 **Binding Effect; Assignment.**

(A) This Agreement shall be binding on and inure to the benefit of the respective Parties and their permitted successors and assigns. Neither Party may sell, transfer or assign any right or obligation hereunder, except as expressly provided herein, without the prior written consent of the other Party. Any assignment in violation of this Section 14.6 shall be void.

(B) City shall have the right to assign or transfer (including by merger or otherwise by operation of law) all of its rights, duties and obligations under this Agreement to: (a) any entity that is an Affiliate of City in connection with an internal reorganization of the business of City; or (b) a purchaser of all or substantially all of City's capital stock, assets and business involving the line of business that primarily utilizes the licensed material; provided that with respect to subsections (a) and (b), the resulting assignment shall not expand the scope of the licenses granted hereunder.

(C) The foregoing assignment shall be valid only if: (a) City provides prior written notice to Licensor; and (b) such assignee or transferee shall have expressly assumed in a written agreement with Licensor, the rights, duties and obligations of City under this Agreement. No such assignment or transfer shall operate to release City of its duties or obligations under this Agreement, absent an express written release executed and delivered by Licensor (it being understood and agreed that Licensor shall not unreasonably withhold its consent to such a release if the assignee or transferee is the operator or successor to City's line of business involving the licensed material).

(D) Licensor shall have the right to assign or transfer (including by merger or otherwise by operation of law) its rights, duties and obligations under this Agreement with the prior written consent of City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, such consent shall not be required for an assignment by Licensor: (a) after Licensor has successfully completed final Acceptance of all Licensor Deliverables and made as part of the sale of all or substantially all of Licensor's capital stock, or Licensor's assets and business involving the line of business that related to the products; or (b) at any time, made solely in connection with a complete assignment of all or substantially all assets related to the products to any entity that is a direct or indirect wholly-owned subsidiary of Tata Consultancy Services Limited in connection with an internal reorganization of the business of Tata Consultancy Services Limited provided that, absent an express written release executed and delivered by City, Licensor shall not be relieved of any of their obligations hereunder.

(E) The foregoing assignment shall be valid only if: (a) Licensor provides written notice to City; and (b) such assignee or transferee shall have expressly assumed, in a written agreement with City, the rights, duties and obligations of Licensor under this Agreement.

14.7 **No Waiver.** Failure or delay by either Party to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement. In order to be effective, all waivers under this Agreement must be in writing and signed by the waiving Party.

14.8 **Notices.**

(A) All notices and other communications required under this Agreement shall be in writing and sent to the address stated below, or to such other address as shall be given by either Party to the other in writing, and shall be effective: (a) upon actual delivery if presented personally or sent by express overnight courier such as Federal Express (with a signature acknowledging receipt); or (b) seven (7) days following deposit in the United States mail if sent by certified or registered mail, postage prepaid, return receipt requested.

(B) If to Licensor:

Impression Technology, Inc.
1777 N California Blvd, STE 240
Walnut Creek, California 94596-4684
Attn: Bruce Lechner and Mike Tokuyama
Telephone : (925) 280-0010
Facsimile: (925) 280-0092

(C) If to City:

City of Glendale,
Attn: Bill Bond, Tax and License Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

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

(D) Concurrent Notices:

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

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

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

(E) Changes. Licensor or City may changes its representative or information on notice by giving notice of the change in accordance with this Section at least ten (10) days prior to the change.

(F) Daily Operations. Notwithstanding the foregoing, day-to-day communications between the Parties may be made by phone, facsimile transmission, e-mail or any other method agreed to by the Parties.

14.9 **Applicable Law.** This Agreement shall be governed by the laws of the State of Arizona, without giving effect to the conflicts of law principles thereof. The venue for any and all legal disputes and causes of action arising out of this Agreement shall be in the State and Federal courts in Maricopa County, State of Arizona.

14.10 **Force Majeure.** If either Party is delayed in or prevented from performing any of its obligations hereunder by reason of a governmental law or regulation, court order, labor disturbance, act of God, fire, flood, national emergency, war, insurrection, terrorist acts, civil disturbance, or other reason of a like nature beyond the control of and not the fault of or due to the negligence of such Party, which such Party is unable to prevent or overcome by the exercise of ordinary prudence and diligence (including, but not limited to, the implementation and exercise of a reasonable disaster recovery plan), upon such Party giving prompt notice and full particulars of such cause to the other Party, the performance of such obligation shall be excused for the period of the delay, and the period for the performance of such obligation shall be extended for an equivalent period.

14.11 **Employee Non-Solicitation.** Neither City nor Licensor shall, except with the prior written consent of the other, solicit or hire any employee of the other Party during the time such employee is associated with any Services under this Agreement and for a period of one (1) year after such person ceases to be so engaged. The foregoing restriction shall not apply to the employment of any person who responds to a general recruitment advertisement issued to the public.

14.12 **Cooperation.** Each Party to this Agreement agrees to execute and deliver all documents and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and transactions contemplated thereby. Each Party shall perform its obligations hereunder acting in a fair and reasonable manner.

14.13 **Export - Import Laws.** Licensor is solely responsible to comply with any applicable laws and regulations for importation or exportation of any Software or any other material provided by City or Licensor in connection with this Agreement. Each Party will comply with any applicable U.S. export regulations with respect to export of software or technology from the United States to Licensor's offshore facilities. Unless authorized by U.S. regulation or an export license or exemption, each of City and Licensor, agree that they will not re-export, directly or indirectly, any software or technology received from the other Party, or allow the direct product thereof to be exported or re-exported, directly or indirectly, to Cuba, Iran, North Korea, Libya, Sudan, Syria or any other country in Country Group E:2 of the Export Administration Regulations of the Department of Commerce (see http://www.bxa.doc.gov) or any other country subject to sanctions administered by the Office of Foreign Assets Control (see http://www.treas.gov/ofac/), as revised from time to time.

14.14 **Headings.** The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

14.15 **Severability.** The invalidity of one or more phrases, sentences, sections or clauses contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more phrases, sentences, sections or clauses shall be declared void or unenforceable by any court of competent jurisdiction or by any government or regulatory agency, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and this Agreement shall be construed as if any such phrases, sentences or clauses had not been inserted herein.

14.16 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.17 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

14.18 **Compliance with Laws.** Licensor shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes and regulations which are, or become, applicable to its performance of the services under this Agreement. If a subsequently enacted law imposes substantial additional costs on Licensor, a request for an amendment may be submitted pursuant to Section 2.2; however, no such change order may be approved by the City if it results in an increase of the Agreement amount approved by the City Council unless additional approval, as applicable, is obtained, in which case Licensor shall have no obligation under this Section.

(SIGNATURES APPEAR ON PAGE 1)

Attachment A

System Software and Maintenance and Support Fees

System Software

Impression Technology will provide the iCapture software shown in Table 1 below directly to the City under this Agreement between the City and Impression Technology. This Software is certified to run in SQL Server 2008, Windows Server 2008 and supports virtualization. The total License Fee listed below shall be due and payable upon the successful completion of the installation of the Software at the City facilities.

Table 1-iCapture Software

Item	*Description*	*List Unit Price*	*Discount*	*Discount Unit Price*	*Qty*	*Extended List*	*Glendale Price*
1	iCapture Core (25 users)	$31,800	-60%	$12,720	1	$ 31,800	$ 12,720
3	iCapture Reports Server (incl Crytal Reports)	$44,500	-60%	$17,800	1	$ 44,500	$ 17,800
4	Form Definition Editor	$33,400	-60%	$13,360	1	$ 33,400	$ 6,263
5	Automated TransBuilder	$12,900	-60%	$5,160	1	$ 12,900	$ 5,160
6	iScanPlus	$6,900	-60%	$2,760	2	$ 13,800	$ 10,350
7	Image Enhancement	$26,000	-60%	$10,400	1	$ 26,000	$ 4,875
8	Post-Processor, Business Rule Engine	$26,500	-60%	$10,600	1	$ 26,500	$ 8,480
9	ICR/OCR Adaptor	$14,500	-60%	$5,800	1	$ 14,500	$ 5,800
10	ICR/OCR Processor	$9,000	-60%	$3,600	1	$ 9,000	$ 3,600
11	Key Data Entry	$3,900	-60%	$1,560	5	$ 19,500	$ 7,800
12	iExport-TaxMantra	$33,500	-60%	$13,400	1	$ 33,500	$ 13,400
13	iExport-to ECM repository (TBD)	$33,500	-60%	$13,400	1	$ 33,500	$ 13,400
	Total Impression Software					**$ 298,900**	**$ 109,648**

Maintenance and Support

Table 2 below shows the annual cost of maintenance and support for the iCapture software that will be provided for the City. The iCapture software warranty of not less than one (1) year shall commence on the "go-live" date of the Impression software and shall remain in effect for a period of one (1) year from the "go-live" date of the complete tax and licensing information system solution. Following this warranty period, the Year 1 Maintenance Fee shown below shall be applicable for the next 12 month period. The annual costs shown are based on Impression Technology's standard On-Line Maintenance as defined within the Impression Technology Maintenance and Support Plan incorporated herein (Attachment B). The maintenance and support pricing for Years 1 and 2 are fixed as shown in Table 2, with annual escalation of 5% in Years 3, 4 and 5 as shown. Maintenance shall be prepaid on an annual basis.

Table 2 iCapture Annual Maintenance

Year 1	iCapture On-Line Maintenance	$ 35,868
Year 2	iCapture On-Line Maintenance	$ 35,868
Year 3	iCapture On-Line Maintenance	$ 37,661
Year 4	iCapture On-Line Maintenance	$ 39,544
Year 5	iCapture On-Line Maintenance	$ 41,522

iCapture Training

Table 3 below shows the formal iCapture Training Courses that will be provided to the City as a part of the Scope of Work defined in the services contract between TAIC/TCS and Impression Technology. The City may, at its option, purchase additional Training from Impression Technology in the future and the quoted price of this training will be fixed at the costs shown for the first five (5) years from the date of execution of this Agreement.

Table 3 iCapture Training

Courses Title	Duration	Description	Services Cost	Materials Cost	Total Cost/Course
iQMonitor User Training	½ day	This course introduces ***iCapture***™ and the related components to the key data entry managerial or supervisory staff. It will cover all aspect of monitoring the system using the ***iQMonitor*** utility.	$1,260	$140	$1,400
iStatViewer User Training	½ day	This course introduces ***iStatViewer*** and ***iStatistics*** to the potential users interested in generating reports to evaluate performance and productivity of users and processes on the system.	$1,260	$140	$1,400
iCapture™ Administration Training	2 days	This course introduces ***iCapture***™ and the related components to the system administrative and development staff. It will cover all aspect of configuring, monitoring, and troubleshooting the system.	$5,040	$560	$5.600
iFormEdit User Training	½ day	***iFormEdit*** is a form definition tool that is used to introduce forms into the system. It allows the form administrator and development staff to map and associate various field-attributes to specific region of the form image for the purpose of recognition and data capture. A well-defined and carefully thought-out form definition will improve the recognition accuracy, and the system throughputs.	$1,260	$140	$1,400
iSL Developer Training	½ day	Form related, application-specific business rules may easily be expressed in ***iSL*** and captured data may be validated and "scrubbed" before presentation to ***iEditor*** operators or export. This course will introduce the ***iSL*** language syntax, built-in functions, development approach, and troubleshooting techniques.	$1,260	$140	$1,400

Attachment B

to Software License Agreement

iCapture™

Maintenance and Support Plan

Revision 2.5

Oct 22, 2006

Impression Technology, Inc.
1777 North California Blvd, Suite 240
Walnut Creek, CA 94596

925.280.0010 / 925.280.0092 Office/Fax
http://www.Impression-technology.com

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1 Maintenance and Support Plan

1.1 Introduction

This document describes the Maintenance and Support plans currently offered by Impression Technology. It provides an overview of the support infrastructure that is in place to meet the needs of customers, the Service Levels, incident reporting, escalation procedures and the standard pricing for the maintenance and support options that are available. It is designed to provide a high degree of flexibility in meeting the requirements of each customer while ensuring a rapid response to issues and the highest degree of system availability. Impression Technology provides maintenance and support following the execution of a Maintenance Agreement based on the provisions and services described in this plan, modified as required to meet unique needs that are identified.

1.2 Support Infrastructure

Impression Technology has a very effective support infrastructure in place with a compressive selection of services. It supports all aspect of customer needs through our automated support web site and through personal interaction with our knowledgeable engineers. Some of the features of this support infrastructure are outlined below:

- Offers multiple service levels to meet customer business needs for all sites big and small.
- Provides customer access via e-mail, telephone, and the World Wide Web.
- Pages support engineer automatically when a request is issued through our online support web site.
- Processes and tracks problems by priority and severity of the request.
- Offers user-friendly web access to follow-up on any open trouble ticket to assist in the resolution of the problem.
- Supports the automated escalation of problem severity levels to ensure all reported problems receive the attention required and the dedication of resources to effect continuous, reliable operation of the installed solution.
- Supports flexibility to allow customer initiated escalation for on-site support.
- Maintains an indexed and searchable knowledgebase of all trouble ticket resolutions accessible to the user community.

1.3 Service Levels

Impression Technology offers three basic levels of maintenance and support service: On-line Standard Service, On-call Service, and our On-Site Service. Table 1-1 below provides a comparison of the features of the Impression On-Site, On-Call and Standard On-Line Maintenance and Support Plan. As shown, this table provides summary information regarding problem response time, on-site support costs, on-site response times, automatic escalation, and software fixes and upgrades for each of the options offered by

Impression. This information provides the basis for the initiation of a Maintenance Agreement with each customer, customized to meet the specific requirements and business needs that exist at that site.

Table 1-1 Support Features

Support Features	*Standard On-Line Service*	*On-Call Service*	*On-Site Service*
On-Line Support Request	Unlimited	Unlimited	Unlimited
Problem Resolution Time	4-hour response time.	4-hour response time.	N/A
Severity Level 2 or 3 Response	All Severity Level 2 or 3 problems are addressed via remote support and diagnostics during Impression's normal PPM, subject to the escalation process.	Same as On-Line Service, but a customer may, at its discretion, request that a support engineer be dispatched to the site to continue work locally. The cost of this on-site support for a Level 2 or 3 problems will be in accordance with the Maintenance Agreement in effect between Impression and the customer.	Immediate on-site support in accordance with the Maintenance Agreement in effect between Impression and the customer.
Severity Level 1 Response	Impression will immediately commence remote support, including dial-in diagnostics and support if available, to correct the identified problem and return the system to operation via a fix, or a work-around. Impression will continue its best efforts to return the system to operation for at least one complete PPM prior to requesting authorization from the customer to dispatch a support engineer to the site.	If the system cannot be returned to operation after four hours during PPM, Impression will dispatch a support engineer to the site on the next available flight, or fastest means possible.	Immediate on-site support in accordance with the Maintenance Agreement in effect between Impression and the customer.
On-Site Support Cost	Per request based on standard T&M Rates.	Per request based on discounted cost of pre-negotiated number of on-site visits per year.	N/A
On-Site Response Time	Level 1 – Report plus 1 business day. Level 2 – Report plus 72	Level 1 – 4 Hours, then next available flight out. Level 2 – Report plus 24	N/A

Support Features	Standard On-Line Service	On-Call Service	On-Site Service
	hours (three business days).	hours (1 business day).	
Automatic Escalation From Severity 3 To 2	3 Business Day (72 hours)	1 Business Day (24 hours)	1 Business Day (24 hours)
Automatic Escalation From Severity 2 To 1	3 Business Day (72 hours)	1 Business Day (24 hours)	1 Business Day (24 hours)
Software Fixes	Yes	Yes	Yes
Software Upgrades	Yes	Yes	Yes

1.3.1 Standard On-line Service

This is our standard maintenance and support offering. It features unlimited online support over the telephone, electronic mail, and web to initiate, track and respond to all support requests. Our Electronic Help Desk, described in more detail later, will document and automatically page a qualified engineer that can assist in the resolution of any question or problems about the ***iCapture*** software product suite. It also provides for on-site support if authorized separately by the customer, but at our standard rates and response times that are not as aggressive as those provided under our On-Call Service plan. This is the lowest fixed cost option for those customers who can meet their business needs with a predetermined level of support coverage provided through our standard PPM.

1.3.2 On-Call Service

Our On-Call service offering is an enhanced version of our Standard On-line offering described above. As such, it includes all of our On-Line Service support plus a pre-defined program for On-site support to resolve problems that cannot be corrected via remote support within a specified period of time. Under this offering, Impression will dispatch an engineer to the Customer's site within a specified period of time as agreed to in the Maintenance Agreement. The engineer will remain on site until either the problem is corrected or an alternate plan agreed to by the customer is placed into effect. The charges for this Service level include the charges for our Standard On-Line Service plus a fixed pre-determined charge for the on-site support program structured to meet the customers projected requirements. This service offering is particularly attractive to customers who experience peak processing periods throughout the year when a very rapid response is required for any disruption in service regardless of the cause.

1.3.3 On-Site Service

Impression's most comprehensive offering is on-site maintenance. This Service Level 1 program encompasses one or more full time senior level technicians resident at the customer's desired location(s) for a specified time period per day and for a specified number of days per week. On-site maintenance and support personnel are dedicated solely to meeting the needs of that site and the Maintenance Agreement includes a Statement of Work that documents responsibilities and expectations. A customer may contract

for On-Site maintenance on an annual basis, or for specific time periods (minimum one month) and the cost are negotiated based on the specific conditions and agreed to in the Maintenance Agreement.

1.4 Principle Period of Maintenance

While online support request can be placed 24 hours a day and 7-days per week, all responses will be processed and measured during the PPM in effect for the customer. For our standard On-Line Service offering, this is specified as listed in Table 1-2. If the service request occurred outside the PPM, the service request time will be adjusted to commence at the next earliest coverage period as specified in Table 1-2. For example, if a support request is placed at 20:00 (8:00 pm) with a 4-hour response time, a support response from Impression is not required until the following business day at noon. Or if the service request is initiated during PPM but adequate time is not available to fully resolve the problem, the required response will be carried to the next PPM. For example a support request initiated at 17:00 (5:00 pm) would require a response no later than 11:00am the following business day. Exceptions to these limitations will be handled at the discretion of the support engineer.

Table 1-2 Principle Period of Maintenance (PPM)

Service Level	*Time (Mon – Fri)*	*Time Zone*
On-Line Service	08:00 - 18:00	Pacific Standard Time
On-Call Service	08:00 - 18:00	Pacific Standard Time
On-Site Service	Customer Business Hours	Customer's Local Time Zone

1.5 Extension to Standard PPM

In addition to providing our standard hours of coverage as described above, customers may optionally choose to contract an extension to our standard PPM as needed to meet peak processing based on their business needs. For this we require a minimum extension period of 4 weeks and we advise a minimum 8-week advance notice to sufficiently resource the extended hours of coverage and operation.

1.6 Technical Support Access Methods

As noted above, technical support requests may be reported to Impression Technology via telephone, e-mail or directly through our support web site. The following table provides the details on how the support staff may be contacted. We recommend the use of our web site, which supports the fastest method of accessing help. To support the fast response feature, our knowledgeable support staff is electronically paged to alert them of pending trouble tickets to quickly solicit additional information to resolve problems expeditiously as possible.

Table 1-3 Technical Support Access Methods

On-Line Access Method	
Telephone	925-280-0010
E-mail	support@impression-technology.com
World Wide Web	http://www.impression-technology.com and click on the Support link

1.7 Problem Severity Levels

All Impression Technology ***iCapture*** maintenance and support Service Level plans feature fast response to a reported problem. Customers who submit incident reports via web or telephone during normal business hours, or PPM as described above, will receive a response from the support staff within four hours. This response will consist of a incident report from our On-Line Help Desk for the customer's review. Included in the initial response will be:

I. A brief description of the incident---this will be primarily comprised of the information provided by the customer plus any additional information that can be learned within the first fours hours of receiving the report.

II. **Severity Assignment**: Impression Technology will assign a Severity Level to each incident report that is received. This will consist of one of the following:

Severity Levels	***Description***
Severity 1	The problem is either stopping or severely limiting production operations and no work-around is available.
Severity 2	The problem is either stopping or severely limiting production operations but a work-around is available
Severity 3	The problem is adversely affecting production operations
Bug	A software problem that does not fall into the categories Severity 1, 2, or 3 as described above. All reported "bugs" to the Impression software will be added to the ***iCapture*** "bug list"
Recommendation	A request for a new feature. All customer initiated Recommendations are added to the ***iCapture*** requested features list that is maintained by Impression. This information is used by the development staff in determining the scope and content of ***iCapture*** upgrades and new releases.

I. **Owner**: Impression Technology will designate the support engineer responsible for investigating the incident and maintaining communications with the customer on the status of the specific request.

Incident reports that are logged outside of the standard working hours via the web that are classified as Severity 1 or 2 will result in a call back from the on-call field service engineer within this same two hour period. The written report from Impression Technology will be provided to the customer within the first four hours of the next Impression PPM.

1.8 Problem Resolution Process

The Maintenance and Support plan provides for a specific set of actions depending on the Severity Level of the problem that has been reported and the Service Level Agreement that is in effect between Impression Technology and the customer.

1.8.1 Severity Level 1 Process

Upon receipt of a Severity Level 1 problem, Impression Technology will immediately commence remote support, including dial-in diagnostics and support if available, to correct the identified problem and return the system to operation via a fix, or a work-around.

Under an On-Call Service Level, if the system cannot be returned to operation after four (4) hours of the start of the next Impression PPM, Impression will dispatch a support engineer to the site on the next available flight, or fastest means possible.

Under a Standard On-Line Service Level, Impression will continue its best efforts to return the system to operation for at least one complete PPM prior to requesting authorization from the customer to dispatch a support engineer to the site. Under this latter scenario, the customer may authorize a site visit.

In the event that Impression sends a support engineer to a site where an On-Call Maintenance Agreement is in effect and it is subsequently determined that the cause of the Severity 1 Level problem is unrelated to the installed Impression software, all costs of this on-site visit will be paid by the customer in accordance with the rates established in the Maintenance Agreement.

1.8.2 Severity Level 2 Process

All Severity Level 2 problems are addressed via remote support and diagnostics during Impression's normal PPM, subject to the escalation process described in the following section. Efforts to correct Level 2 problems will be continuous and the customer will be contacted as necessary as work proceeds. A customer may, at its discretion, request that a support engineer be dispatched to the site to continue work locally. The cost of this on-site support for a Level 2 problem will be in accordance with the Maintenance Agreement in effect between Impression and the customer.

1.8.3 Severity Level 3 Process

Severity Level 3 problems are addressed via remote support and diagnostics during Impression's normal PPM, subject to the escalation process described in the following section. Information regarding the status of correcting all Level 3 problems that are reported will be logged to the Impression web site, or communicated directly to the customer, on a daily basis.

1.8.4 Bugs and Recommendations

All reported "bugs" to the Impression software will be added to the ***iCapture*** "bug list" maintained on the Impression web site. Status information and updates will be posted to this site as fixes and corrections are completed, tested and released. All customer initiated Recommendations are added to the ***iCapture*** requested features list that is maintained on the Impression web site. This information is used by the support and development staff in determining the scope and content of ***iCapture*** upgrades and new releases.

1.9 Incident Escalation

The Maintenance and Support Plan provides for the automatic escalation of problems and incidents that are classified as either Level 2 or 3. For those customers that have an **On-Call** Maintenance Agreement in force, a Severity Level 2 problem will automatically be escalated to Level 1 after 1 full business day following the receipt of the report. This provides Impression a minimum of one full PPM to correct the problem prior to its escalation. Similarly, a Severity Level 3 problem will be escalated to Level 2 on the after 1 full business day following the receipt of the support request.

For those customers that have a Standard **On-Line** Maintenance Agreement in force, a Level 2 or 3 problems are automatically escalated to the next level after 1 full business day following the receipt of the support request. In both of the situations cited above it should be noted that a Level 3 problem would, unless resolved, rapidly become a Level 1 incident even though the problem is not stopping system operations in any way. This escalation process has been implemented to ensure that all reported problems receive the attention required and the dedication of resources to effect continuous, reliable operation of the installed solution.

1.10 On-Site Support

If a support engineer has been dispatched to a site this individual will remain on site until the problem is fully resolved or a mutually agreeable work plan is developed jointly with the customer. This work plan may include additional on site resources with specific skills based on the nature of the problem, additional remote work by Impression Technology, the need for customer or third party resources to correct a problem not related to the Impression software, or any combination of the above. In the event that the customer requests that the Impression support engineer remain on site to assist in the resolution of a problem not related to the Impression software, all costs will be paid by the customer in accordance with the Maintenance Agreement in effect at that time.

1.11 Remote Dial-In Analysis

Impression Technology recommends that all customers who enter into Maintenance Agreements also work with our technical support staff to establish the infrastructure and procedures that will dial in to the site to support the execution of remote diagnostics and troubleshooting in the event of a problem or incident. This capability, when combined with telephone support, has proven to be a very efficient and effective method for identifying, analyzing and correcting problems. This infrastructure can be established to ensure that access by the Impression support staff is limited and controlled by site personnel and compliant with site security requirements. Product Warranty

1.12 Maintenance Training

A prerequisite for the execution of a Maintenance Agreement is the completion of the training courses by one or more customer personnel. This training is typically conducted as a part of the Statement of Work between Impression and each customer under a separate Consulting Agreement and we recommend that it be completed prior to the completion of Acceptance tests, or the start of production operations. At the completion of this training these individuals will be provided a single username and password representing their site that will enable them to make full use of the Impression web site and Electronic Help desk described below.

1.13 Exclusion

Maintenance and support services provided under a Maintenance Agreement may commence when the system is placed into production operations or upon the completion of Acceptance testing, whichever occurs first. These services do not include pre-acceptance test activities performed by Impression Technology, design or consulting tasks, formal training, the correction of problems or issues related to hardware or software provided by third parties (other than that included in the Impression software Bill of Materials), network or communication issues when customer supplied, the correction of defects in application software developed by the customer or third parties that interface with the Impression solution, or services provided by Impression related solely to system enhancement or expansion. These types of services will be provided by Impression Technology under a separate Consulting Agreement and specific Statement of Work.

1.13.1 Product Upgrades and Releases

All customers that execute a Maintenance Agreement will automatically become eligible for the Impression Technology Product Upgrade and Release program.

Periodically, Impression Technology provides "maintenance" releases of its ***iCapture*** software. These maintenance releases are a collection of critical and non-critical fixes bundled into a single release to simplify testing and installation and limit the frequency of this activity. If, however, critical problems are uncovered within the ***iCapture*** software that requires immediate correction to prevent or minimize Severity Level 1,2 or 3 problems, Impression Technology releases software patches as required.

Customers subscribing to any ***iCapture*** maintenance and support plan are entitled to upgrades, releases and patches within the cost agreed to on the Maintenance Agreement. Customers will receive these updates via the Internet at http://www.impression-technology.com, including release notes and installation instructions. The customer is responsible for all installation and support for this effort is provided via the standard policy described above. Impression Technology discusses each Upgrade with each customer to ensure an awareness of the potential impact, if any, of moving to this new release. The customer is responsible for the testing of the software in its environment and its installation. Support for this is again provided via the standard maintenance and support channels. Once installed, this software is subject to all of the same maintenance and support provisions as any earlier version.

Impression Technology produces Upgrades to the ***iCapture*** software in three different categories: major release, minor release and lettered release. The category of the release is indicated by the way that the version number changes with respect to the previous release. A major release contains very substantial new features and is indicated by a change in the most significant part of the version number, e.g. v2.1 to v3.0. Note that a major release may be subject to additional license fees. A minor release may contain significant new features, a group of less significant enhancements, and/or performance enhancements and is indicated by a change in the least significant part of the version number, e.g. v2.1 to v2.2. A lettered release usually contains only problem corrections although it may also contain some new capabilities as well. A lettered release is indicated by the addition of or substitution of a letter to the version number, e.g. v2.1 to v2.1a.

1.14 Service Level Pricing

As stated herein, Impression technology executes a Maintenance Agreement with each customer that documents the annual cost of maintenance and support based on the Service Level selected and customer specific parameters such as customer location(s), hours of coverage desired, system configuration and projected on-site support needs, if any.

The following guidelines are used in establishing the quoted price for annual Maintenance and Support:

The "baseline" price for annual Maintenance and Support is 1% per month of the total List Price of the installed ***iCapture*** software. This cost will be paid by all customers regardless of the Service Level selected.

Customers who elect On-Site (Service Level 1) support will be responsible for the full cost of the salary, benefits, travel and living expenses of the engineer while resident on-site. These costs are established with each customer and agreed to in the Maintenance Agreement.

Customers who elect On-Call (Service Level 2) support will pay an additional annual fee for a pre-determined number/duration of on-site visits for maintenance and/or peak processing support. Rates will reflect discounts based on negotiated parameters.

Customers who elect Standard Remote (Service Level 3) may contract for the "baseline" described in Item 1 exclusively. Any on-site costs subsequently incurred would be billed in accordance with Impression's standard T&M rates then in effect, including reimbursement for all actual expenses incurred.

1.15 Impression Technology Electronic Help Desk

After graduating from *iCapture* administration training, the client's single point of contact is given a login to the Impression Technology support web page. This screen appears like the one shown below.

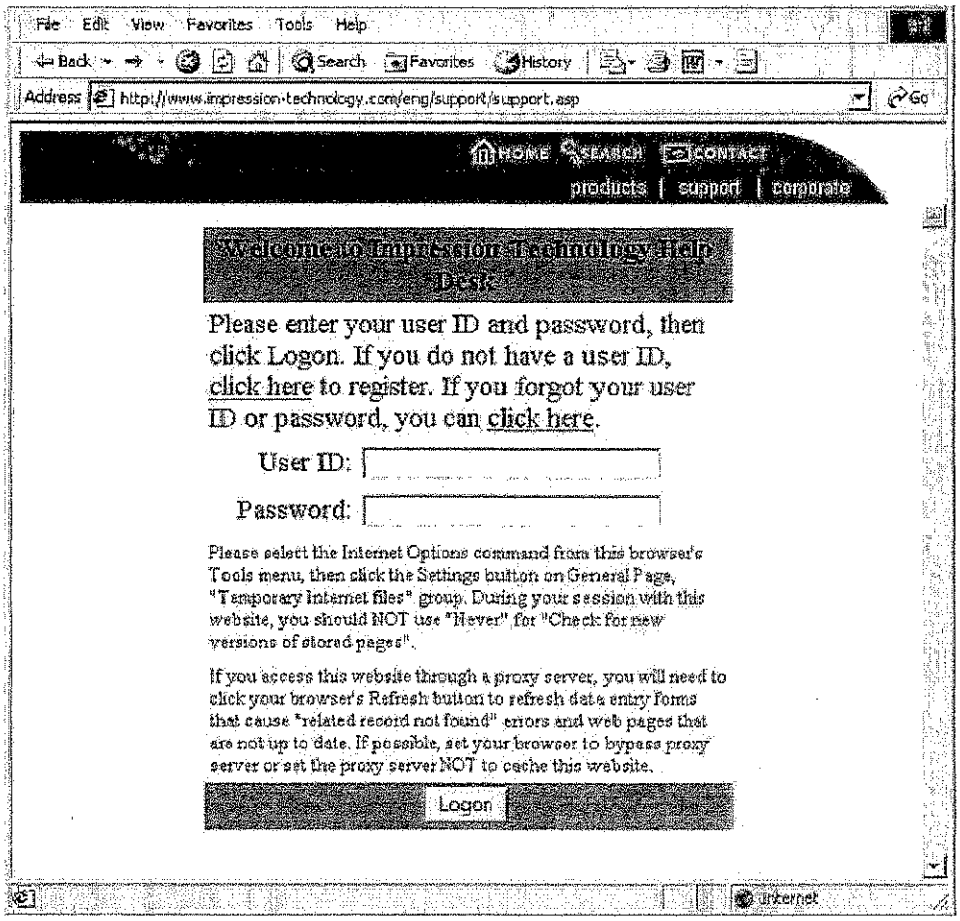

Figure 1: Support Login Screen

The Help Desk main menu option is displayed upon a successful login (as shown below).

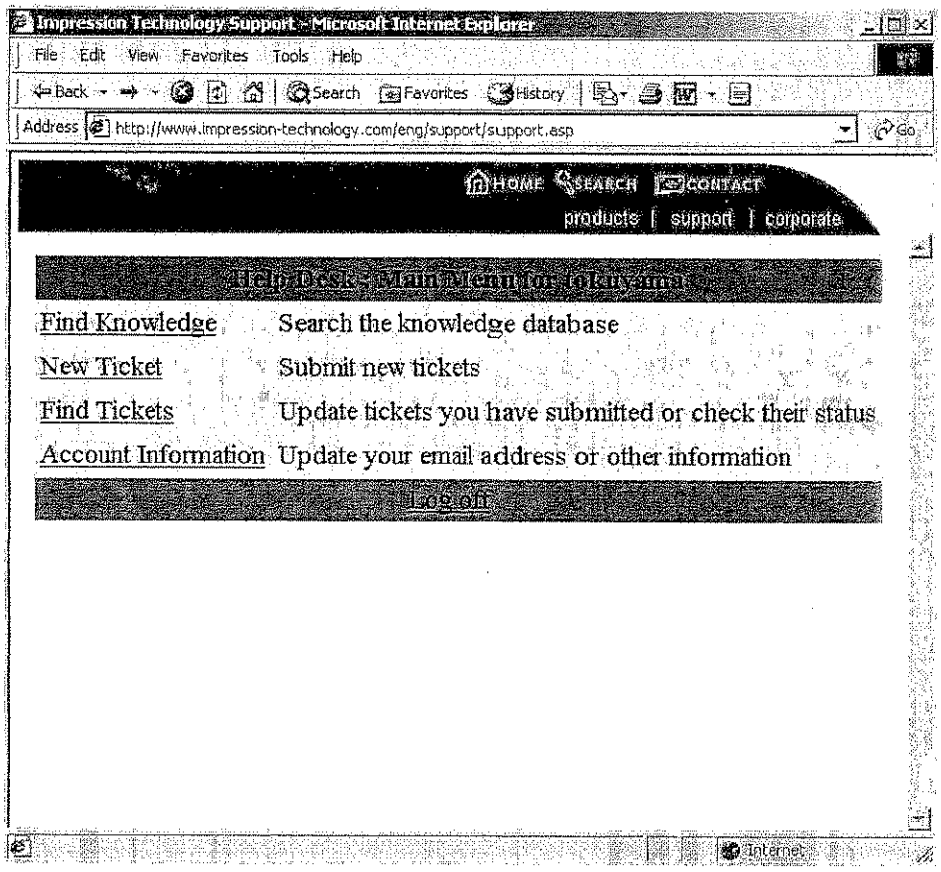

Figure 2 Main Menu

We maintain a knowledge database of trouble tickets resolved in the past to help the ***iCapture*** user community diagnose problems. The option to research our knowledge database is provided through the **Find Knowledge** option from the main menu. Specific topics may be searched by ID, product name, or by keywords as shown below. Blank fields will default to a wild-card search option.

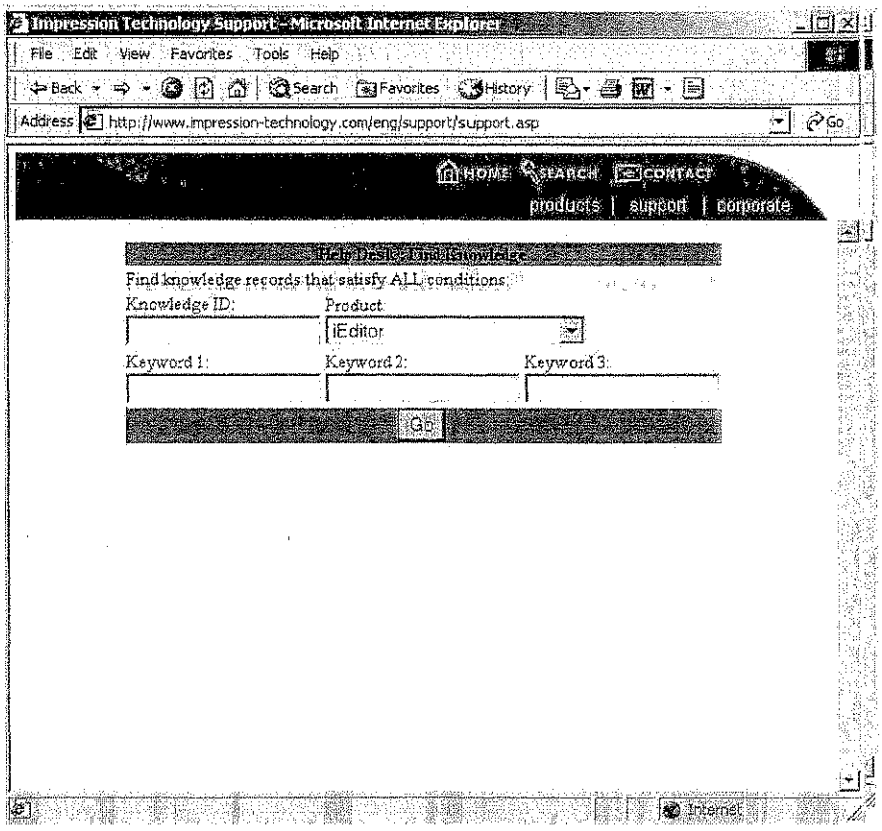

Figure 3 Find Knowledge Screen

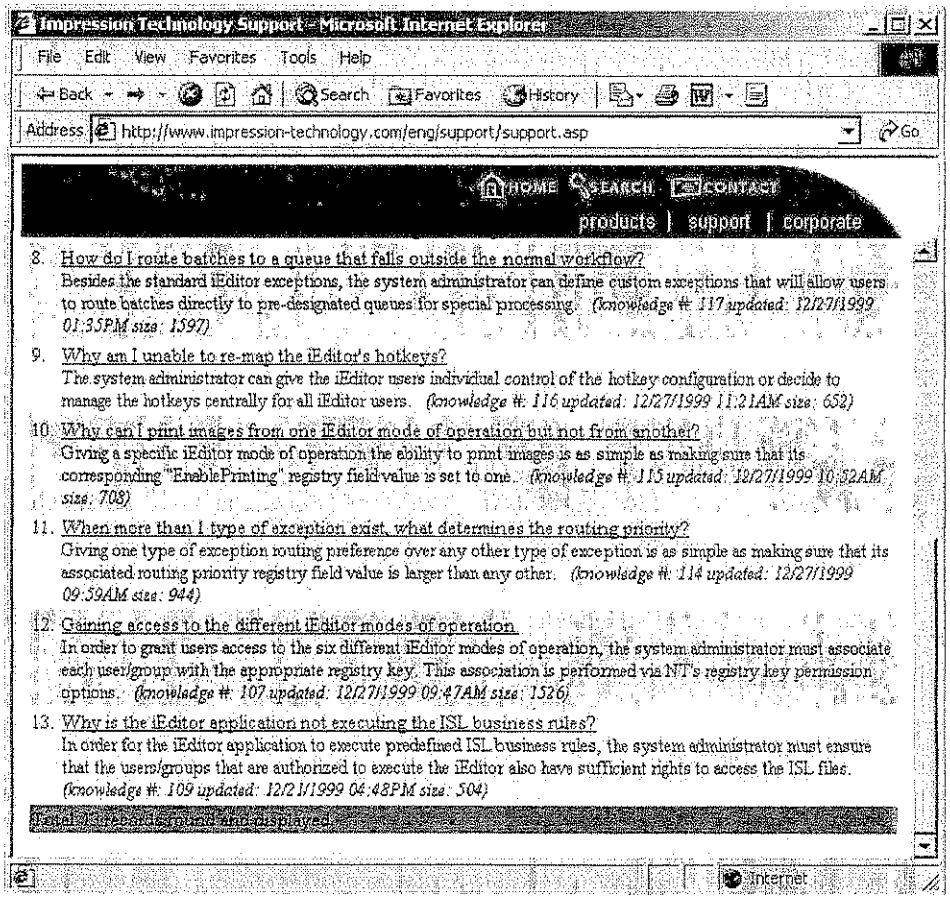

Figure 4 Find Knowledge Search Result

A new trouble ticket may be submitted for each and any application in the ***iCapture*** suite by using the **New Ticket** option in the main menu.

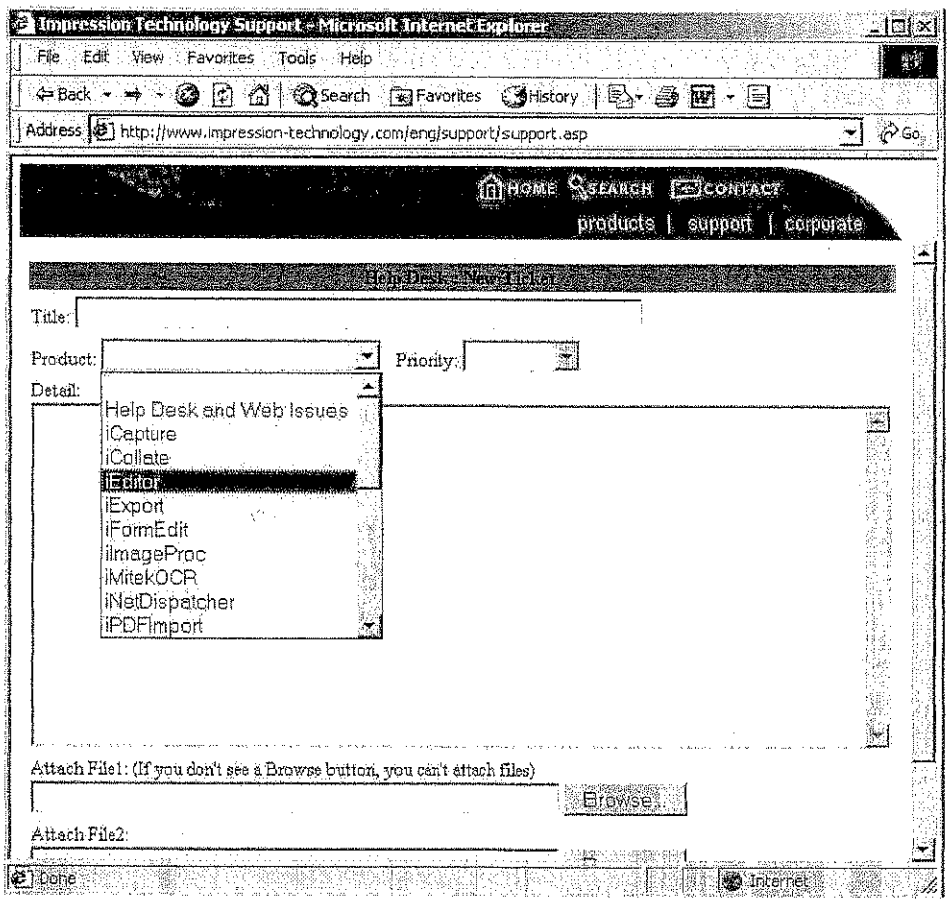

Figure 5: New Ticket Screen -- Application Selection

Once the application name is selected, a description of the problem with your return phone number and the appropriate ticket priority may be entered. Screen dumps, system log files, and any additional notes related to problem may also be submitted as attachments in the designated fields. We highly recommend the compression of the attachment files due to size of the screen dump and log files. Press the **Submit** button when you are finished entering the information.

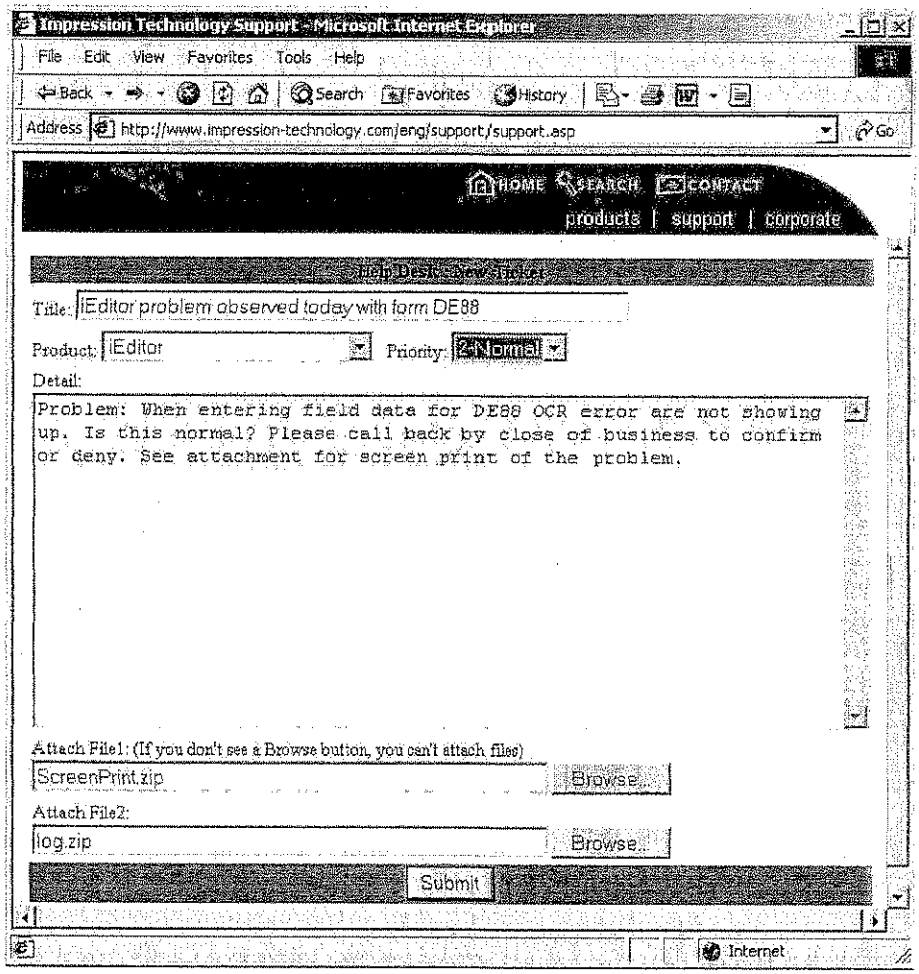

Figure 6: New Ticket Screen – Problem Description

Once the **Submit** button is pressed, the Help Desk system will automatically generate a trouble ticket number as shown below. Please write this number down for subsequent follow-up sessions with the system to monitor the progress of the trouble ticket. The Help Desk system is designed to automatically page a support staff to review any new incoming trouble tickets wherever they are located.

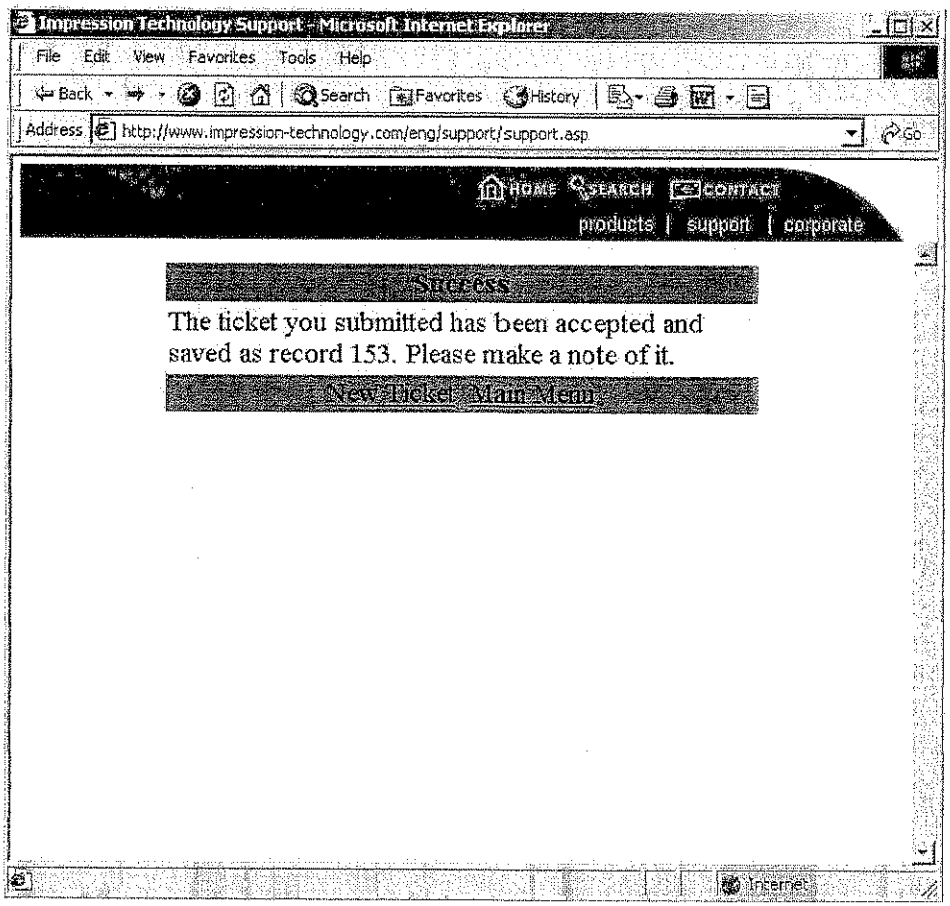

Figure 7 New Ticket Submit Acknowledgement Screen

The **Find Ticket** option from the main menu allows the user to locate and review the current status of the trouble tickets submitted by the user as shown below. If the trouble ticket number is known, enter the ticket number in the field labeled "Ticket ID". If the ticket ID number is lost, leaving the Ticket ID field blank will return all tickets numbers generated by the user. Press the **Go** button when ready to initiate the query. The system will display the result tickets found screen as shown in Figure 8.

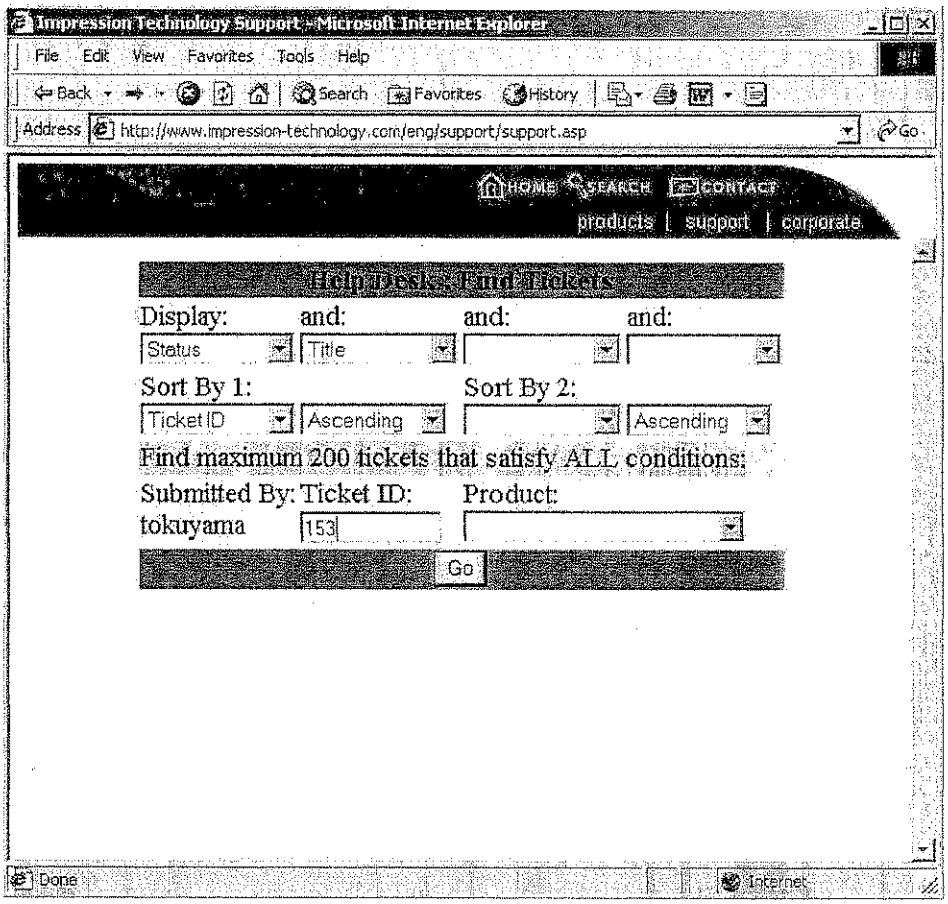

Figure 8 Find Tickets Screen

Press the **Go** button when ready to initiate the query. The system will display the tickets founds as shown below.

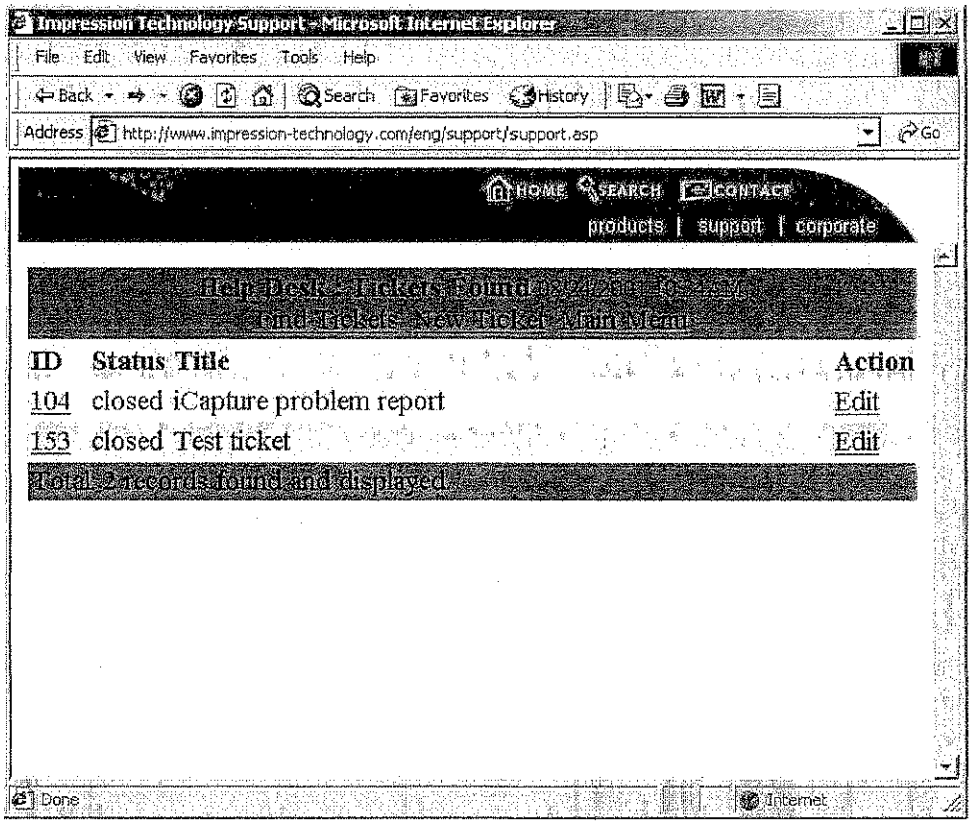

Figure 9 Tickets Found Screen

Select the desired trouble ticket from the list and the complete status of the trouble ticket may be viewed as shown below.

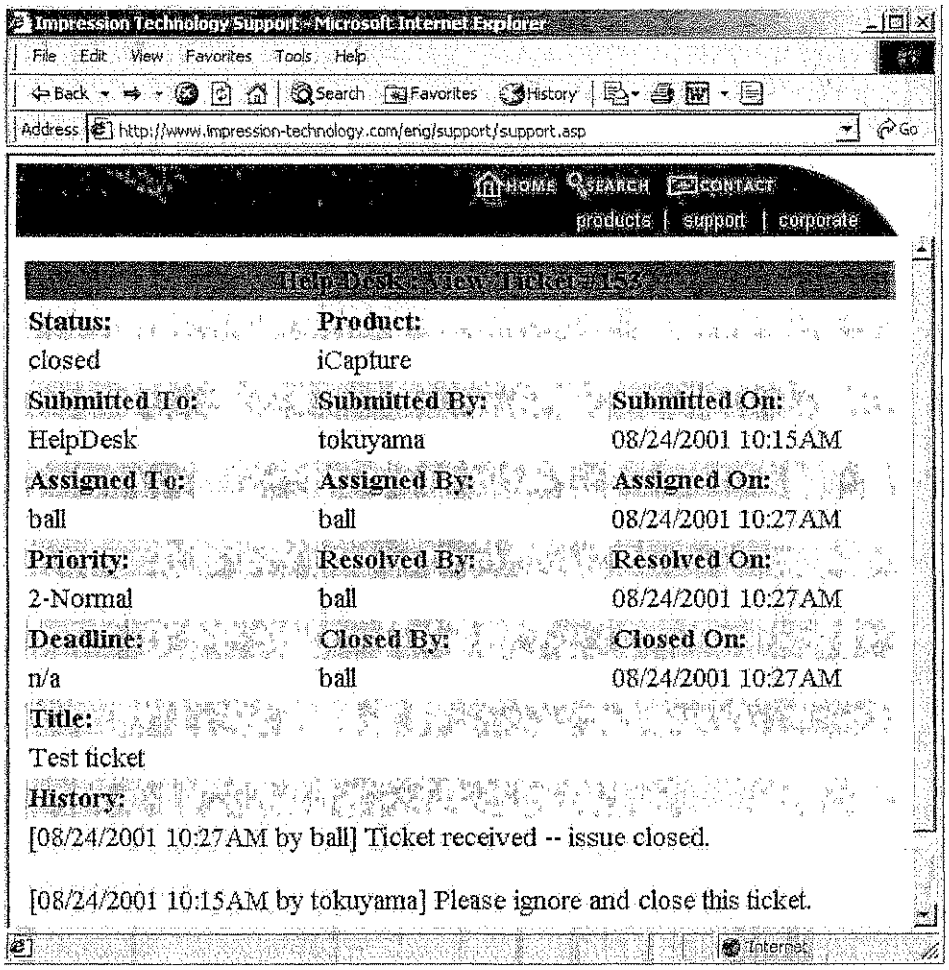

Figure 10 View Ticket Screen

Impression Technology has established a single telephone number to receive support and maintenance calls. ***iCapture*** users may call this number during normal business hours to speak with an Impression Technology support engineer. After hours, this same number may be used to page the Impression Technology support engineer on-call.

C-7133-1

City of Glendale, TALIS Project

Data Capture Change Order for Remittance Processing Software and Hardware

Impression TECHNOLOGY

Impression Technology,
1777 North California Blvd, Suite 240,
Walnut Creek, CA 94596

Impression
4/16/2010

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APPENDIX A: KODAK S1740 SCANNER SUBSYSTEM A-1

APPENDIX B: SCANNER LEASE AGREEMENT B-1

City of Glendale, TALIS Project

Data Capture Change Order for Remittance Processing Software and Hardware

April 21, 2010

1 Scope

This Change Order addresses the City of Glendale, TALIS project's request to Impression Technology for a fixed-price quotation (CO) to extend the current scope of the TALIS contract to incorporate the additional requirements for remittance payment processing for Tax and Utility bills (water bills). The processing of tax payment transactions received within the Finance Department will be limited to the Sales Tax Return and related monetary documents including Audit Assessments, A/R Statements as well as payments received for Municipal Billing related to water bills. This change order only addresses the necessary adjustments to the software licenses, cost of the necessary scanning hardware, and the incremental annual software maintenance cost. For information related to the implementation cost for required services, please refer to the corresponding Change Oder by TCS which addresses the implementation services including installation, integration, testing, and conversion support services to meet the requirements as stated herein. This CO consists of substitutions or upgrades from types of services, hardware or maintenance previously selected. Prior authorizations extended by the Glendale City Council in 2009 are not exceeded by this CO.

2 Assumptions

Due to the fixed-price nature of this quotation, the cost for the estimated labor is based on the set of assumptions that follows in the subsections below. As such, the final cost may be impacted by events not directly the responsibility of Impression Technology including additional labor required in supporting design modifications and/or supporting product re-configuration external to the iCapture suite of software.

3 Overview

The following is a description of the numbered work steps illustrated in Figure 1.

3.1 Mail Opening and Sorting staff will process all mail with priority given to payment then non-payment documents. Tax and License payment documents will be sorted and batched as described in Sections 5.2 and Municipal Billing Statements as described in 6.3.3.

3.2 The walkup counter will continue to perform the cashiering function via the iNovah system. Upon completion of cashiering, the completed Tax payment document is walked over to the Mail Opening and Sorting area in preparation of scanning.

3.3 The scanning operation will begin scanning the pre-sorted batches with priority given to utility and tax payments then non-payment tax and license documents as prepared by the Mail Opening and Sorting staff.

3.4 Upon completion of identifying and performing the optical character recognition of the forms, the data correction of the scanned documents will begin with priority given to utility and tax payments then non-payment tax and license documents.

3.5 Tax and License payment documents identified to be from the walk-up counter will be merged with the corresponding images of the check or payment receipt from the iNovah system.

3.6 Payment batches will be submitted to the Deposit21 application to deposit the checks immediately. Sales Tax and Municipal Billings will be deposited into their respective accounts at the City's bank. The status of the Deposit21 transactions will be fully accessible via multiple reports via web interface by authorized users only.

3.7 Upon completion of the payment processing and data correction/entry of the associated tax and license document, the XML output files are generated and submitted to TaxMantra.

3.8 Upon completion of the payment processing and data correction/entry of the associated Municipal Billing Statements, the output files are generated and submitted to Harris NorthStar.

3.9 Upon completion of all data correction/entry of the associated tax and license document including the water bills, the XML output files are generated and submitted to Documentum.

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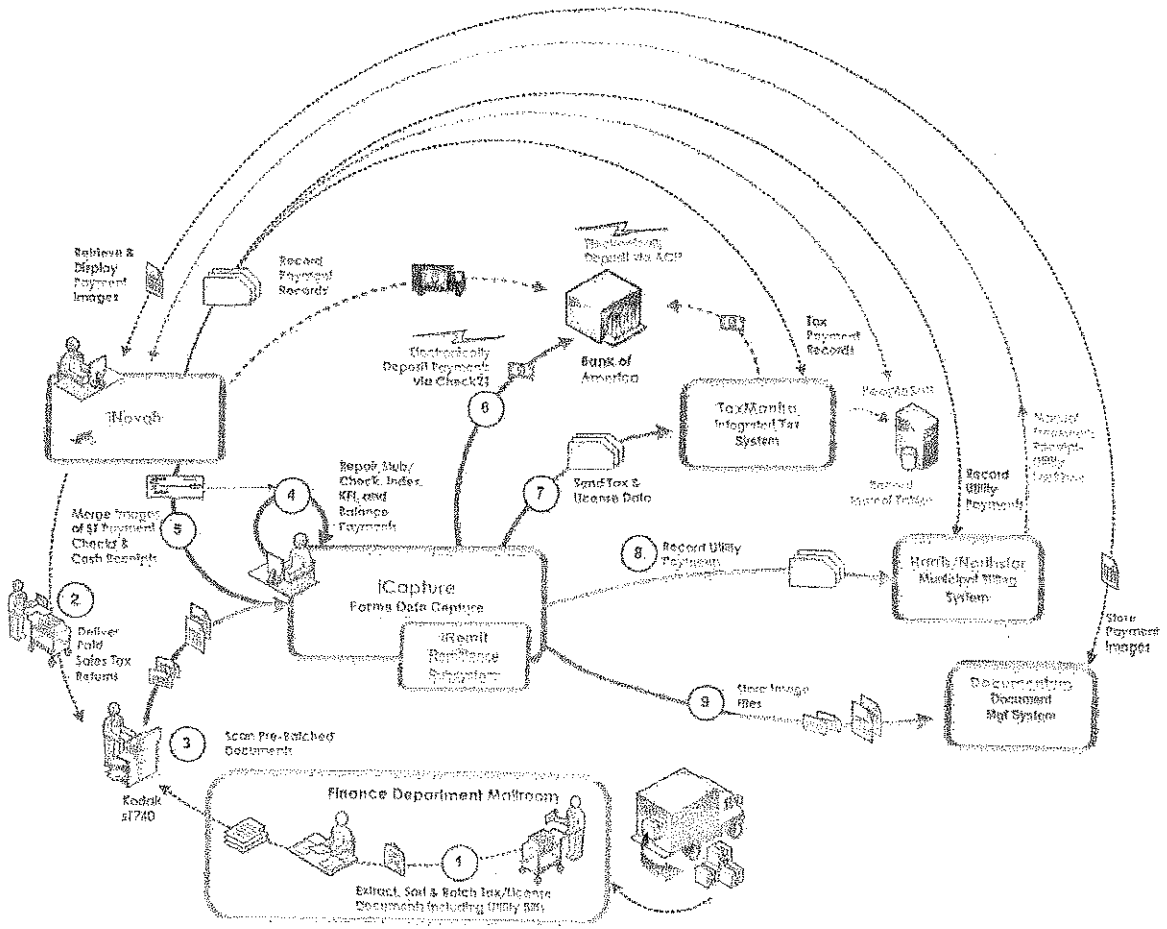

Figure 1 - Overview

4 Modified Data Capture Workflow

This change order is based on the approved detail design of the original data capture system for TALIS with the modified workflow as illustrated in Figure 2. For complete review of this workflow, please refer back to the original Data Capture Detail Design document.

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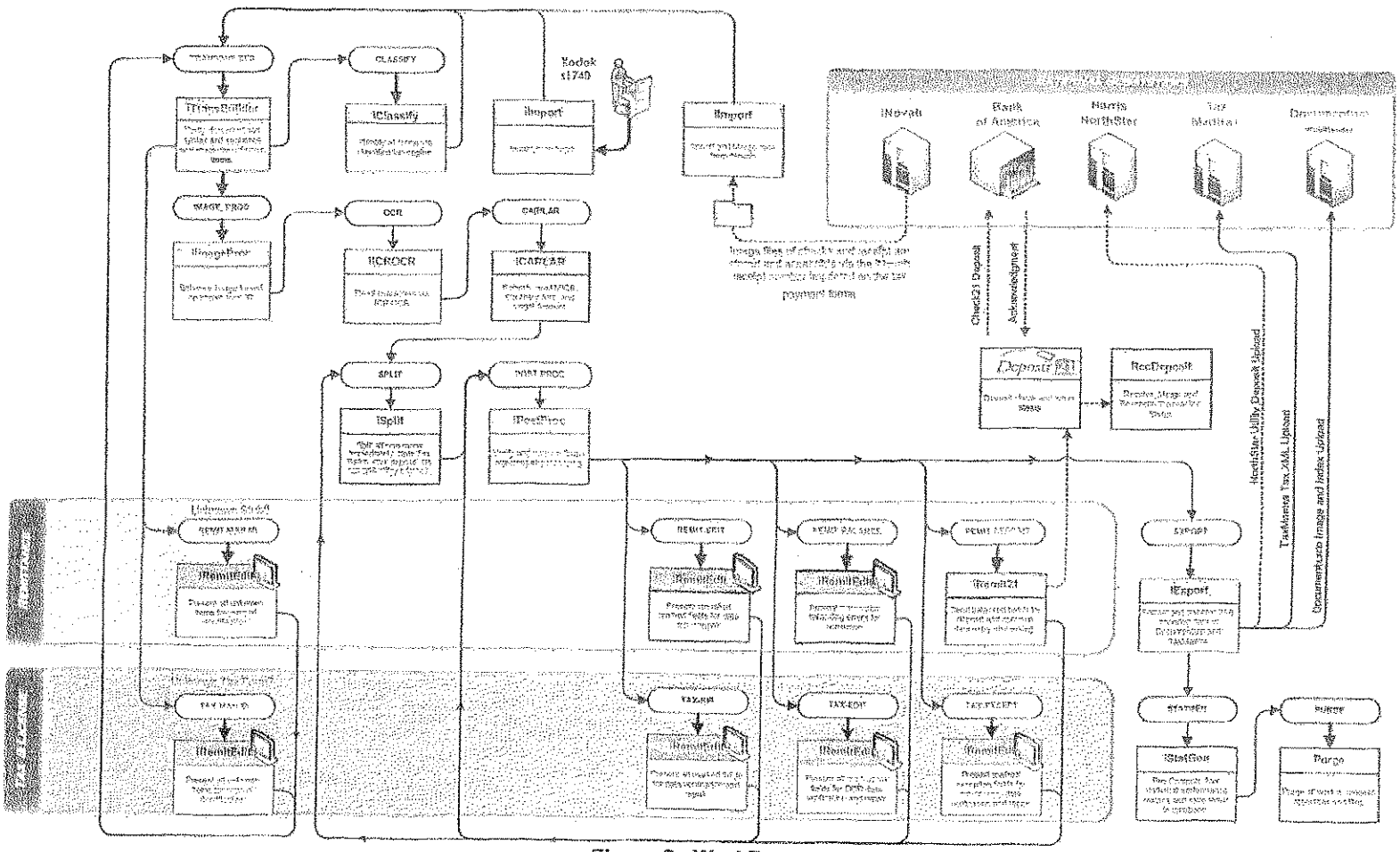


Figure 2 - Workflow

5 Tax/License Payment Processing

5.1 Assumptions

5.1.1 The majority of the tax payment processing activity will be associated with the Privilege (Sales) Tax returns received in the mailroom with volumes derived from the City's log during the 12 month period beginning July 1, 2008 through June 30, 2009, where the City processed approximately of 78,119 transactions annually with a peak of 1,745 returns in a single day and peak monthly volume of 6,510 transactions.

5.1.2 Using a +10% volume adjustment, the adjusted daily design volume of tax payment documents will be 1,920 payment transactions with an estimated 3,839 pages or 7,678 images daily. The total combined peak daily volume (including the miscellaneous tax documents, miscellaneous license documents, and water bills) is approximately 12,788 pages or 20,777 image pages.

5.1.3 The replacement of the originally configured Kodak i260 scanner with a newer Kodak s1740 scanner capable of scanning both the full-page and check size documents.

5.1.4 The majority of Sales Tax Returns will be received in the mailroom of the Finance Department. The returns along with the checks will be manually sorted and batched by the Finance Department's mailroom staff to be scanned on the new Kodak s1740 high-speed scanner.

5.1.5 Returns with payment will be pre-sorted to support the numerical stamping of both the returns and check payments automatically by the iCapture scanner application as a monetary scan-job configured for tax documents with payments.

5.1.6 The tax and license related payments cashiered at the walk-up counter via the iNovah system will be scanned at the iCapture scanner application with a special flag set. This is necessary to support the automated linkage and merging of the document to the images associated with the payment scanned by the iNovah application. System Innovators will be responsible for defining the transfer of the documents to iCapture for bulk processing at the end of the day.

5.1.7 It is our expectation that iNovah will assign a unique transaction "receipt number" (or something equivalent to it) for each sales tax and license payment processed. This will include the imprinting of the receipt number on the lower-right corner of the front page of tax form including the checks to aid in the retrieval of the images that are digitally scanned and linked to the receipt number at the walk-up counter. For cash transactions, it is further assumed that the iNovah application will automatically generate a cash receipt image in place of the check image. In the event multiple returns are paid with a single check, the single check will be automatically linked to each sales tax return with multiple receipts

numbers such that each return will be uniquely associated with a receipt number.

5.1.8 The iNovah receipt number is the common index metadata associated with each payment transaction associating it with one or more checks or a combination of payments types, for example, checks, credit card payments and cash.

5.1.9 iNovah application will be configured to transmit a daily batch of image files associated with the tax payments at the end of the day. The format and protocol of this transfer will be supplied by the City or by the vendor responsible for the system.

5.1.10 To support the prioritized cashiering functionality within iCapture, the primary workflow path will be designed and configured to support the rapid data entry of the critical payment fields (amount due, amount paid, taxpayer ID) over the data entry of the non-critical data fields that will be deferred as the secondary workflow path.

5.1.11 As part of the primary payment workflow, the amount due from each payment form will be balanced to the sum of the checks received.

5.1.12 All payments will be validated against Tax Mantra for a NSF/CreditCard/ACH" flag on the account. If found, the operator will be directed to void the entire transaction to remove it physically from the batch to process manually.

5.1.13 Upon completion of balancing, the transactions associated with each scan batch will be deposited electronically via Check21 to the Bank of America as required by the bank ICL specifications.

5.2 Sorting of Sales Tax Payment Forms

The mail received by the tax department is received daily and monetary documents will be manually prepared by the mailroom staff each morning for scanning. While the mail receiving and opening will remain mostly unchanged, the sorting of the return forms and payment and preparation of the scan batches will be simplified by the implementation of the following sort patterns for the creation of scanner ready tax payment batches:

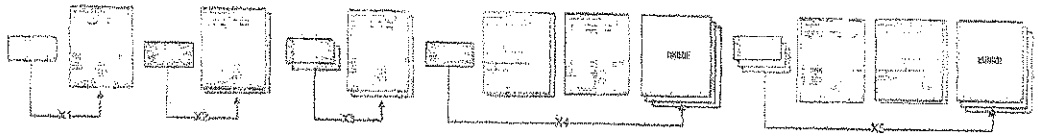
- Singles
- Complex Singles
- Multiples
- Checks Only

5.2.1 Singles

Straight Singles are a collection of payment transactions consisting of a single check payment followed by a single page of a payment form or stub. It is specifically designed to support the automated detection of missing items.

5.2.2 Complex Singles

A Complex Single is a monetary transaction that contains one or more check payments to a single account. The Complex Singles batch is a collection of sorted payment transactions consisting of one or more checks followed by a single payment document. Unlike Singles, the Complex Singles also allows the use of multi-paged documents as illustrated in transactions X2, X3 and X4 below. The document with the red border denotes the main payment document. The main payment document will always be associated with the single form containing the "Amount Due" field. On transactions X4 and X5 below, the yellow separator sheets were placed to indicate that the document (possibly without a barcode) was identified to be processed intact as a single document rather than to be processed as individual pages of separate documents.



5.2.3 Multiples

A Multiple is a monetary transaction that contains payments to multiple accounts. The Multiples batch is a collection of these transactions consisting of one or more checks followed by one or more payment stubs (red outline) as illustrated below. Balancing will occur by balancing the sum of all the "Amount Due" fields against the sum of all checks per each transaction. In the event an item within a transaction is identified to be void (no signature or within a transaction), the entire transaction must be voided and the transactions must be physically removed from the batch for manual processing.

5.2.4 Checks-Only

Checks Only batch is similar to a Singles batch wherein each check must be pre-assigned to a valid account. In order for the system to process this batch, every check must be manually researched to determine the license number and the other indexing information as required by the agency before scanning.

6 Municipal Billing

6.1 Assumptions

6.1.1 Remittance processing of municipal billings will be limited to the City's water bills received in the mailroom with volumes derived from the City's log during the 12 month period beginning July 1, 2008 through June 30, 2009, where the City processed approximately of 366,037 municipal water billing transactions with a peak of 4,199 bills in a single day and peak monthly volume of 30,503 transactions.

6.1.2 Using a +10% volume adjustment, the adjusted daily design volume of municipal payments will be 4,199 transactions with an estimated 8,398 pages or 12 images daily. The total combined peak daily volume (including the miscellaneous tax documents, miscellaneous license documents, and water bills) is approximately 12,788 pages or 20,777 image pages.

6.1.3 All municipal billings for iCapture will be received in the mailroom of the Finance Department. The billing stub along with the checks will be sorted by the Finance Department's mailroom staff with far less sorting rules than present to be scanned on the new Kodak s1740 high-speed scanner.

6.1.4 Bill payments will be pre-sorted to support the numerical stamping of both the payment stub and checks automatically by the iCapture scanner application via the monetary scan-job configured specifically for municipal billings.

6.1.5 Bill payments that are cashiered via the walk-up counter will not be scanned by iCapture system as the iNovah system will have already cashiered and updated the Harris/NorthStar system.

6.1.6 All payments will be validated against the Harris NorthStar system for a "NSF" flag on the account. If found, the operator will be directed to void the entire transaction to remove it physically from the batch to process manually. This further assumes one of the the following:

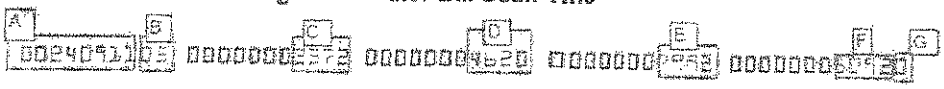
1) that Harris will provide an electronic list of bad accounts; or

2) that Harris will provide a stored procedure for iCapture to determine the bad account status given a valid account number.

6.2 Water Bill Scanline

The key information related to any given water payment is encoded on each payment stub as illustrated in Figure 1 below. The scanline is the pre-printed line of numbers in machine readable font (OCR-A) immediately above the lower edge of the payment stub also shown in Figure 2. The scanline is printed to support the automated recognition of the following numbered fields as highlighted in Figure 1 :

Figure 3 - Water Bill Scan-line



A	**Account Number:** This is an 8 digit account number field as stored in the Harris system without leading zeros.
B	**Occupancy Code:** This is 2-digit field stored in the Harris system that is used to identify and enumerate an occupant associated with a given address in the City. The Occupancy Code differentiates the occupants who move into the location (e.g. Owner 1= Account #12345678/Occupancy Code#00; Owner 2= Account #12345678/Occupancy Code#01) and ensures the payment is applied correctly.
C	**Previous Amount Due:** This is the payment amount due for the previous period.
D	**Current Amount Due:** This is the payment amount due for the current period.
E	**Total Billing Due:** This is the total amount due collectively from all periods less the donation.
F	**Total with Donation:** This is the total amount due collectively from all periods including the donation.
G	**Check Digit:** This is a check digit to validate the data read from the scan line is correct. See the algorithm for computing the check digit in the subsection below.

Account 000[redacted]-00
Billing Cycle 002

Bill Date 03/10/10

Current Amount Due 03/29/10	87.04
TOTAL BILLING DUE	87.04
VOLUNTARY "FROM THE HEART" DONATION	1.00
TOTAL WITH DONATION	88.04

☐ Mailing address or phone number changed?
Please check this box and fill in your new information on the back of this payment stub.

From the Heart

MAKE CHECKS PAYABLE TO:
City of Glendale
P.O. Box [redacted]
Glendale, AZ [redacted]

DO NOT MAIL COINS WITH PAYMENT
See Correspondence Information on Back

JO[redacted], [redacted] L
11[redacted] N 4[redacted] DR
GLENDALE AZ 8[redacted]-4[redacted]

00029794600 00000000000 00000008704 00000008704 00000008804A

Figure 4 – Water Bill

6.3 Water Bill Processing

6.3.1 Current Sorting Method

The City currently sort payment based on the 10 sort categories as described in the table below.

1.	Overpayments	Any payments where the check amount is greater than all amounts on the scanline (fields C, D, E, and F as shown in Figure 1).
2.	Equal to previous amount due	Any payments where the check amount is equal to field C. The document preparation staff will typically highlight the matching field on the stub with a marker.
3.	Equal to total with donation	Any payments where the check amount is equal to field F. The document preparation staff will typically highlight the matching field on the stub with a marker.
4.	Underpayments	Any payments where the check amount is less than any amounts on fields C, D, E, and F.
5.	Equal to current amount due	Any payments where the check amount is equal to field D. The document preparation staff will typically highlight the matching field on the stub with a marker.
6.	Checks only	Stub missing.
7.	Signature & Date Exceptions	Any payments with a check missing a signature or post-dated checks.
8.	Equal to total billing due	Any payments where the check amount is equal to field E. The document preparation staff will typically highlight the matching field on the stub with a marker.
9.	Stub with multiple checks	Payment for a single account with multiple checks.
10.	Multiple stubs with one check	Payment for multiple accounts with single check.

Note: Any correspondence is normally separated from the stub/check and routed separately.

6.3.2 Change Impact

While the mail receiving and opening of the mail will remain mostly unchanged, the new method eliminates 6 sorts currently utilized by the City from and additionally eliminates the need to highlight any of the stub fields with a marker pen as follows:

Sort	Old Sort	Status	Comment s
1.	Overpayments	Eliminated	With the exception of verifying amounts greater than 10 times the amount due, the sorting of overpayment payment will be eliminated as it does not change the outcome of the deposit nor the information transmitted to the Harris/NorthStar accounting system. All overpayments will be automatically presented for verification during balancing in iCapture.
2.	Equal to previous amount due	Eliminated	The sorting of payments for the "Previous Amount Due" will be eliminated as it does not change the outcome of the deposit nor the information submitted to the Harris/NorthStar accounting system.
3.	Equal to total with donation	Eliminated	The sorting of payments for the "Total with donation" will be eliminated as it does not change the outcome of the deposit nor the information submitted to the Harris/NorthStar accounting system.
4.	Underpayments	Eliminated	The sorting of payments for the "Underpayments" will be eliminated as it does not change the outcome of the deposit nor the information submitted to the Harris/NorthStar accounting system. All underpayments will be automatically presented for verification during balancing in iCapture.
5.	Equal to current amount due	Eliminated	The sorting of payments for the "Current amount due" will be eliminated as it does not change the outcome of the deposit nor the information submitted to the Harris/NorthStar accounting system.
6.	Checks only	Same	The sorting of payments with missing stubs will continue to be separated and furthermore must be associated with a valid Account Number and Occupany Code written on the "memo" field before scanning. Note the "memo" field is located near the bottom left of the check. Note the "memo" field of the check is located near the bottom left of the check.
7.	No Signature on Check/Date Exceptions	Same	Staff will continue to examine each check for No Signature and Date Exceptions as part of the preparation for scanning process. Absence of a signature or date exception is cause for rejection and the transaction must be fully removed prior to batching for scanning and processed using existing procedures.
8.	Equal to total billing due	Eliminated	The sorting of payments for the "Total Billing Due" will be eliminated as it does not change the outcome of the deposit nor the information submitted to the Harris/NorthStar accounting system.
9.	Stub with multiple checks	Same	Payment for a single account with multiple checks will be batched as "Singles" as described in the following subsection.
10.	Multiple stubs with one check	Revised	Payment for a single account with multiple checks will be batched as "Multiples" as described in the following subsection.

6.3.3 Proposed Sorting Method

This section describes the proposed method to sort and batch water bills reducing the sorts currently utilized by the City to just four. While the mail receiving and opening will remain mostly unchanged, the sorting of the water bills and preparation of the scan batches will be greatly simplified by the implementation of the following sort categories:

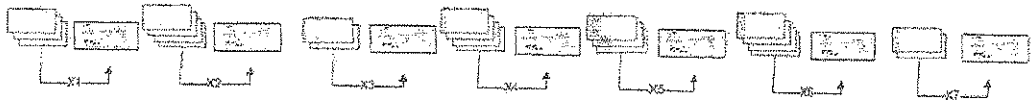
Singles	1. Complex Singles
2. Multiples	3. Checks Only

6.3.4 Singles

A Single is defined to be a transaction that associates a check payment to a single account only. The Singles batch is a collection of such payment transactions as illustrated below consisting of a single check followed by a single stub. It represents the majority of the payment transactions processed by the department and specifically designed to support the automated detection of missing items in the transaction during scanning.

6.3.5 Complex Singles

A Complex Single is defined to be a transaction that contains one or more check payments to a single account. The Complex Singles batch is a collection of sorted payment transactions consisting of one or more checks followed by single payment stub as illustrated below. Representing a superset of the singles type of batches, it also supports the processing of the standard Singles defined above.



6.3.6 Multiples

A Multiple is a monetary transaction that contains payments to multiple accounts. The Multiples batch is a collection of these transactions consisting of one or more checks followed by one or more payment stubs as illustrated below. Balancing will occur by balancing the sum of all the "Amount Due" fields against the sum of all checks per each transaction. In the event an item within a transaction is identified to be void (no signature or within a transaction), the entire transaction must be voided and the transactions must be physically removed from the batch for manual processing. We recommend that the agency use this batch specifically for rare instances of payments consisting of multiple stubs.

6.3.7 Checks Only

Checks Only batch is similar to a Singles batch wherein each check must be pre-assigned to a valid account. In order for the system to process this batch, every check must be manually researched to determine the Account Number and Occupancy Code before scanning. The operator will be presented with the field to be keyed in manually during check editing.

6.3.8 Processing Rules

During Check/Stub repair and balancing, perform the following validations:

1) During data entry, provide an option to void a transaction if the operator identifies a missing signature on a check or a post-dated check that may have been missed during sorting. The physical transaction must then be removed manually from the scanned batch.

2) Stub Correction: During data entry, allow the operator to inspect and repair any fields unrecognized or read with low confidence from the scanline of the stub.

3) Check Correction: During data entry, allow the operator to inspect and repair the courtesy amount (check amount field) unrecognized or read with low confidence.

4) Overpayment Inspection: During data entry, any transactions that contain a payment greater than ten (10) times the Total Billing amount will be automatically presented to the Operator for manual inspection and rejection if necessary.

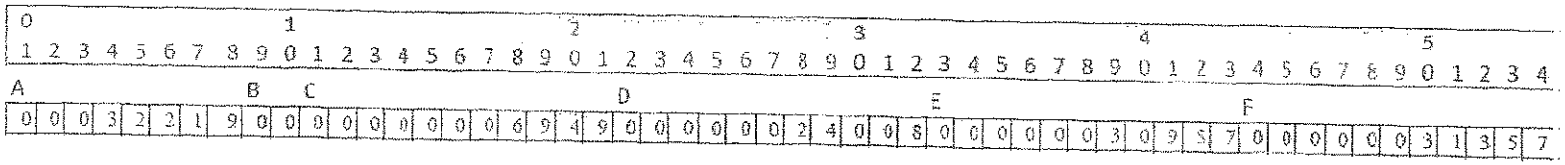
5) Transaction Balancing: During balancing, present each transaction where the total payment amount does not match any of the four (4) amount fields on the stub, Previous, Current, Total Billing, or Total with Donation Amounts.

6) Check Digit Exceptions: In the event the check digit on a scanline is determined to be incorrect, all of the required fields associated with scanline will be presented to the operator for data correction or re-entry.

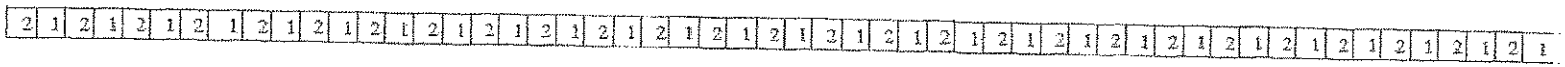
7) Mailing Address/Phone Change: If the Mailing Address/Phone Change checkbox is selected on the front of the bill, the address and phone number will be automatically processed for recognition. Any unrecognized characters or text read with low confidence results will be automatically presented to the operator for data correction and verification.

6.4 Water Bill Check Digit Algorithm

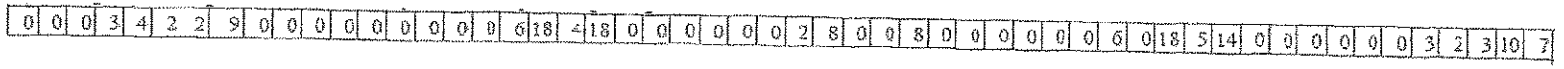
Using the scan-line guide and the value of the scan-line immediately below it, the checksum algorithm is implemented as follows:



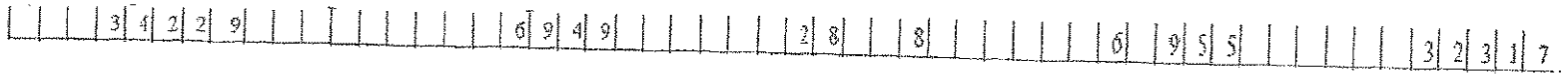
1) Using alternating 1's and 2's weights as show below for positions 1 through 54…



2) … multiply each digit of the scan-line by the corresponding weights in step 1 to yield the following:



3) Convert the result from step 2 using modulo 10. If the result in any cell is greater than 10, then add 1 to the result as follows:



4) Sum up all the values from cell positions 1 to 54 from step 3. This yields the value 107.

5) Now convert the result 107 by modulo 10 again, that is determine the remainder after dividing by 10, and this yields 7.

6) Finally determine check digit by subtracting 10 by the remainder 7 which yields the final check digit 3.

7 External Systems

7.1 Assumptions Related to Interfacing to External Systems

7.1.1 Impression will be fully responsible for defining the necessary document types and index fields to be associated with the storage of the Tax, License and Municipal Billing documents to the City's Documentum system.

7.1.2 Impression will be fully responsible for the development of the automated process to transfer the multi-paged TIFF documents to the existing Documentum system. It is expected that the City will assume responsibility related to providing the interface specification and provide the necessary support to test the Documentum interface. The City has contracted this responsibility to a 3rd party vendor, Binary Office, in support of the Documentum ApplicationXtender 5.6 product suite.

7.1.3 Impression will be fully responsible for the development of the automated process to import the scanned payment images from the existing iNovah system. It is expected that the City will assume all responsibility related to providing the complete interface specification and provide the necessary support to test the iNovah interface. The City has contracted this responsibility to a 3rd party vendor, System Innovators, in support of the iNovah product suite.

7.1.4 Impression will be fully responsible for the development of the automated process to send municipal billing transaction records to the existing Harris/Northstar system. It is expected that the protocol will remain as utilized by TMS and the format will have minor enhancements to include the Document Locator Number and Mailing Address/Phone Changes. The City will assume the responsibility in providing the interface specification and provide sample data transfer files including the necessary support to test the Harris/Northstar interface. The City has contracted this responsibility to a 3rd party vendor, Harris/NorthStar, in support of the Harris/Northstar product suite.

7.1.5 Impression will be fully responsible for the development of the automated process to export the scanned payment images to the City's bank. The City has notified the bank of its intention to implement Check21 functionality.

7.1.6 Impression will be fully responsible for the development of reconciliation reports for payment information sent to Tax Mantra, NorthStar, and the City's bank.

7.2 Output to Harris/NorthStar

Output of the water bill transaction records will be uploaded to the Harris/NorthStar system upon completion of the deposit of the batch.

7.2.1 Upon completion of iCapture balancing and deposit, batch export files will be generated automatically for each successfully deposited batch for near real-time transmission to the Harris system.

7.2.2 The files will be transferred specifically for processing by the Harris/NorthStar accounting system to a well-known network share, "Export-Harris," hosted by the iCapture server (TBD) and accessible by both iCapture and NorthStar.

7.2.3 Completed Batch Transaction files will be automatically named using the following Harris/NorthStar convention [MMDDYY]_[XXXXX] [YYYYY] where:

1) [MMDDYY] is the current date;
2) [XXXXX] is the starting batch number with leading zeros;
3) [YYYYY] is the ending batch number with leading zeros.
4) While the starting and ending batch number will always be the same for this implementation, this convention support any future options to submit multiple batch transactions in a single export file.

7.2.4 As the iCapture is required to send a batch in near real-time, upon completion of each batch deposited, the export file will be transmitted a single batch at a time. For example, batch #15 and batch #16 for Aug, 12, 2010 will be submitted as "081210_00015_00015.dat" and "081210_00016_00015.dat" respectively.

7.2.5 Batch Header 'B' Record Format—Current

There will be one Batch Header Record for each file produced.

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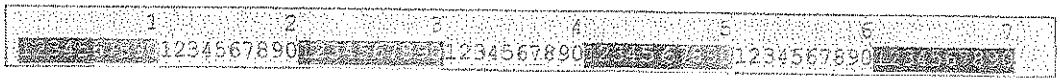
Field Name Description	Length/Value	Source	Comments
Record Type	1 A	iCapture	Literal "B"
Batch Number	5 N - Right Justified. Zero Filled.	iCapture	Batch Number
Payment Type	2 N - Right Justified. Zero Filled.	iCapture	Payment Type. Entered in Batch-Level Data Entry.
Entered By	10 A - Left Justified. Blank Filled.	iCapture	Operator User Name
Processed Date	MMDDCCYY - Right Justified. Zero Filled.	iCapture	System Date
Deposit Date	MMDDCCYY - Right Justified. Zero Filled.	iCapture	Receipt Date
Stub Total	14 N - Right Justified. Zero Filled. Implied Decimal.	iCapture	Total Dollars from Stubs
Check Total	14 N – Right Justified. Zero Filled. Implied Decimal.	iCapture	Total Dollars from Checks
Number of Checks	3 N - Right Justified. Zero Filled.	iCapture	Total Number of Checks in the Batch
Number of Stubs	3 N- Right Justified. Zero Filled.	iCapture	Total Number of Stubs in the Batch

7.2.6 Detail Transaction 'D' Record Format—Current

There will be one Detail Transaction Record for each stub processed.

Field Name Description	Length/Value	Source	Comments
Record Type	1 A	iCapture	Literal "D"
Batch Number	5 N - Right Justified. Zero Filled.	iCapture	Batch Number
Sequence Number	3 N – Right Justified. Zero Filled.	iCapture	Item Sequence Number
Account Number	8 N - Right Justified. Zero Filled.	iCapture	Account Number
Occupant Code	2 N – Right Justified. Zero Filled.	iCapture	Occupant Code
Stub Amount	11 N - Right Justified. Zero Filled. Implied Decimal.	iCapture	Dollar Amount Applied to the Stub
Donation Amount	11 N - Right Justified. Zero Filled. Implied Decimal.	iCapture	Dollar Amount Applied to the Donation for the Stub
Check Number	15 N – Right Justified. Zero Filled.	iCapture	If not available, will be zeroes. Entered in Item-Level Amount Entry.
Check Amount	11 N - Right Justified. Zero Filled. Implied Decimal.	iCapture	Check Amount from the first check of the transaction.

7.2.7 Sample Output Records



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```

8 Cost

The proposed solution will require additional software licenses over the original scope, professional services, and maintenance charge as specified in the following subsections.

8.1 Software Cost

Impression Technology has determined the minimal requirements for additional software as listed in Table 1 below totaling $26,865 with an incremental annual maintenance cost as shown in Table 2. Please note that the software license cost is limited to 500K checks annually. Additional seats for iRemitEdit data entry applications will be subject to a cost of $1,500 per seat and an additional $331 in annual maintenance fee.

Table 1 - Remittance Software Cost

Core Product	QTY	List Rate/Unit Price	Discount %*	Sell Price
iRemit Edit and Balance App	4	$ 3,900.00	-60.0%*	$ 6,240
iRemit CAR/LAR Processor (limited to 500K/year**)	1	$ 12,500.00	-60.0%*	$ 7,500
iRemit/Deposit21-Clearing Base (limited to 500K/year**)	1	$ 21,875.00	-52.0%*	$ 13,125
Total Impression Software				$ 26,865

*special one-time discount
**transactions/annually

Table 2 - Annual Software Maintenance

Remittance Annual SW Maintenance	Quantity	Rate/Unit Price
Annual Maintenance - 1st Year	1	$ 4,498
Annual Maintenance - 2nd Year	1	$ 4,498
Annual Maintenance - 3rd Year	1	$ 4,723
Annual Maintenance - 4th Year	1	$ 4,959
Annual Maintenance - 5th Year	1	$ 5,207

ⓘ This document is limited to the hardware and software cost only. Please refer to the TCS Change Order for the estimated cost of the professional services required to implement this Change Order.

8.2 Scanner Hardware Lease Cost

The monthly lease cost for a Kodak certified and refurbished 12-pocket Kodak s1740 scanner, exclusively provided by Impression Technology, is $1,975 as shown in Table 5. Please also note that any manufacturer refurbished scanners will be subject to limited availability. Alternatively, the lease cost for a new 8-pocket scanner is estimated to be approximately $2,536.

Table 3 - Optional Scanner Lease Cost

Kodak s1740 Capture System	Monthly Lease Cost
Monthly 5-Year Lease Cost of a fully configured 12 pocket s1740 Scanner (demo)	$ 1,975

8.2.1 Required Scanner Maintenance Cost

The scanner will require the purchase of a certified Kodak maintenance with one, two or three year warranties as listed in Table 5. Kodak provides standard extended warranties on all Kodak certified scanners under the same policy as new scanners. Please note that upon the expiration of the initially warranty option selected below (one, two or three year extended warranty as shown below), upon expiration of the term, Kodak will require all subsequent years of maintenance to be purchased annually thereafter via their "1 Year Post Warranty Care Kit" maintenance listed below.

All Kodak warranty service is provided directly by Kodak and the Care kit prices shown below in Table 7 are subject to change by Kodak on an annual basis.

Table 4 - Scanner Hardware Annual Maintenance

KODAK s1740 Maintenance	Catalog#	Qty	Unit List Price
Kodak S1740 12p 1 Year Post Warranty Care Kit	1844901	0	$ 13,973
Kodak S1740 12p 1 Year Extended Warranty Care Kit	1695782	1	$ 10,518
Kodak S1740 12p 2 Year Extended Warranty Care Kit	1345297	0	$ 24,542
Kodak S1740 12p 3 Year Extended Warranty Care Kit	1931419	0	$ 38,584

9 Required Legal Provisions

9.1 Immigration

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

9.1.2 Any breach of warranty under subsection 9.1.1 is considered a material breach of this CO and is subject to penalties up to and including termination of this CO.

9.1.3 City retains the legal right to inspect the papers of Impression or any subcontractor employee who performs work under this CO to ensure that Impression or any subcontractor is compliant with the warranty under subsection 9.1.1 above.

9.1.4 City may conduct random inspections, and upon request of the City, Impression shall provide copies of papers and records demonstrating

continued compliance with the warranty under subsection 9.1.1 above. Impression agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section 9.1.

9.1.5 Impression agrees to incorporate into any subcontracts under this CO the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Impression also agrees to require any subcontractor to incorporate into each of its own subcontracts under this CO the same obligations above and expressly accrue those obligations to the benefit of the City.

9.1.6 Impression's warranty and obligations under this Section 9.1 to the City are continuing throughout the term of this CO or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

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

9.2 Prohibitions.

Impression certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this CO will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

9.3 Conflicts.

This CO is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

10 Integration

Appendices A and B attached hereto are fully incorporated into this CO as if fully stated. The signatures below also operate to make fully effective the Scanner Lease Agreement outlined in Appendix B.

11 Parties/Notices

11.1 Parties

Impression:

Impression Technology, Inc. a California Corporation
1777 North California Boulevard
Walnut Creek, California 94596
Attention: Charles Hou

City:

City of Glendale, an Arizona municipal corporation
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Susan Matousek

with a copies to: City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

11.2 Notices

11.2.1 Any notice required or otherwise given pursuant to this CO shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery as listed above.

11.2.2 All notices to City's representative must be given concurrently to City Manager and City Attorney.

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

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

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

11.2.6 Notwithstanding the foregoing, day-to-day communications between the Parties may be made by phone, facsimile transmission, e-mail or any other method agreed to by the Parties.

11.2.7 Either party may change such addresses from time to time by providing notice as set forth above.

IN WITNESS WHEREOF, the parties have caused this Change Order to be executed.

CITY:

APPROVED BY

Signature

Kenneth A. Reedy
Print Name

Interim Assistant City Manager
Title

June 1, 2010
Date

IMPRESSION:

APPROVED BY

Signature

Michael Tokuyama
Print Name

President
Title

May 21, 2010
Date

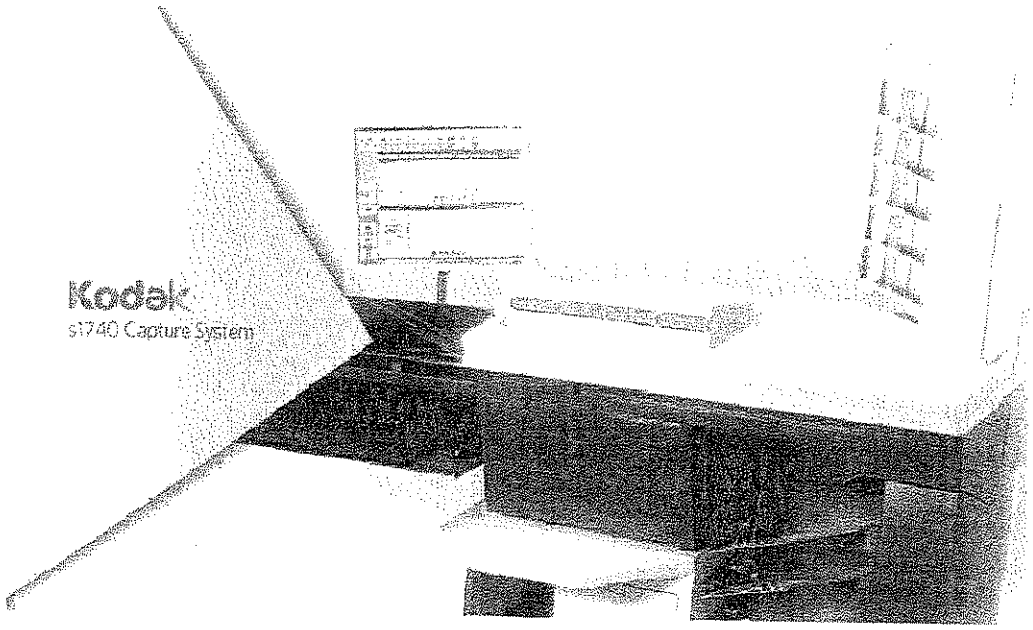
Attest:

Pamela Hanna, City Clerk (SEAL)

Approved as to form:

Craig Tindall, City Attorney

Appendix A: Kodak s1740 Scanner Subsystem



A fully integrated system to meet your business needs

It takes more than quality hardware to solve problems and provide the efficiency today's challenging business environments demand. That's why the Kodak s1740 Capture System integrates a highly capable scanner, advanced operating system software, and worldwide service and support to bring you capability, business efficiency and peace-of-mind.

Cost-cutting auto-sorting

The Kodak s1740 Capture System delivers advanced inline document separation performance, eliminating most manual pre-sorting to save employees' time.

With far less labor necessary to ensure accurate document separation, your savings will add up fast. Plus, the ease-of-use and automation deliver a great combination of low TCO (Total Cost of Ownership) and high TCB (Taking Care of Business).

Put more in—we'll sort it out

- In a single pass, Kodak s1700 Operating System Software, a powerful control program, captures the information that enables automatic post-sorting into 2, 6, 8 or 12 pockets—based on smart imaging that leverages optical character recognition (OCR), barcodes, and even MICR data.
- Whether it's a credit card slip, a check or a complex document on legal-size paper, this dependable, high-volume solution's continuous feeder can handle it with ease. Intermixed sizes? Different weights of paper? No problem.
- For document completeness, easy separation and tracking, you can—in real-time—encode MICR data on documents. With the barcode encoding option, you can imprint the same barcode (up to three barcodes in one run) on every page of a document to keep pages from the same file together.
- You can separate documents as they are scanned by a variety of attributes (size, shape and more) or content (barcode, MICR, format or OCR). You can even sort by logos or other graphic elements.

Flexible output, too

- For electronic distribution or archiving, you can define tags (XML) to facilitate the sharing of data and choose the image format (JPEG or TIFF) that best meets your specific application needs.
- You can easily specify up to six different images (color, grayscale and bitonal, both front and back) from just one pass.
- You'll have instant access to a wide range of statistical information on the documents processed—just what you need to make the best decisions.

Experience counts

When you choose the Kodak s1740 Capture System to enable new scanning productivity, you're selecting a solution from a company that's been a global leader in document imaging for almost 80 years. We offer the experience, expertise and commitment to enable smooth, one-vendor integration.

Kodak Service & Support

Our team of service experts is here for you around the clock and around the world—just what you need to ensure peace of mind. Choose from a variety of service plans and enjoy maximum uptime and real convenience.

s1740 Capture System

Operating software	Kodak EPSS operating system software for intelligent capture, real-time interpretation and efficient management of information
Inline Document Separation	Available in 2-, 6- and 12-pocket configurations
Imprinting/Endorsing/Encoding	Optional front post-scan and rear post-scan (front side imprinting is in E13B fonts only, rear side is endorsing only)
Scanning Technology	Scans both front and back sides of document Dual Trilinear CCD: Grayscale acquisition bit depth is 256 levels; 3-bit Color capture bit depth is 40-bit (10 bits per red, green, blue and black channels); Color output bit depth is 24-bit
Character Reading (some optional)	Optical: Single-line OCR-A, OCR-B or E13B 2 read-windows; configurable by software; Read direction: horizontal and vertical, selectable Supported barcodes: Code 3 of 9 (Code 39); Code 2 of 5 interleaved, non-interleaved, with IATA, industrial, MATRIX, DATALOGIC; Code 128, EAN 8, EAN 8 with AddOn, EAN13, EAN13 with AddOn
On-board Imaging Features	Automatic, aggressive crop, deskew, image rotation, electronic color dropout (dual stream acquisition), personal noise reduction, zone processing, automatic color detection
Illumination	Dual fluorescent lamps per side
Optical Resolution	300 dpi for color images; 240 dpi for grayscale images
Output Resolution	Black and White: 200/240/300 dpi; Color/grayscale: 100/120/150/200/240/300 dpi
Recommended Daily Volume	Unlimited
Throughput Speeds (200 dpi, letter-size/A4 documents)	Up to 110 ppm/220 ipm (Throughput speeds may vary depending on your choice of driver, application software, operating system and PC.)
Feeder	Continuous feeder with support for easily 1400-sheet capacity
Paper Thickness and Weight	Check sized documents: 70 g/m² (14.3 lbs./sq. ft.) to 110 g/m² (22.5 lbs./sq. ft.) Full page documents: 60 g/m² (12.3 lbs./sq. ft.) to 130 g/m² (26.6 lbs./sq. ft.)
Maximum Document Size	216 mm x 356 mm (8.5 in. x 14 in.)
Minimum Document Size	70 mm x 125 mm (2.75 in. x 4.9 in.)
Multifeed Detection	Optical and ultrasonic double-feed checks at intake point prevents multiple feeds. Additional security is provided by various sensors along paper path, which monitor document transport and detect double feeds.
Connectivity	SCSI-2 Interface
On-board Compression	CCITT Group III, G3 JPEG or Uncompressed output
File Format Outputs	JPEG (for color and grayscale images); TIFF (for black and white images)
Electrical Requirements	120-240 VAC, 50-60 Hz, 2-4 A
Power Consumption	Idle: 220 Watts; Running: 480 Watts
Environmental Factors	Lead-free; Operating temperature: 10°-32° (50°-90° F); Relative humidity: 40 to 80 percent, relative non-condensing
Acoustical Noise	In operation (closed cover) of 50 dB(A)
Minimum PC Configuration	Pentium 4, 3.0 GHz processor with 512 MB RAM
Supported Operating Systems	Windows 2000, Windows XP SP2
Approvals and Product Certifications	CE, TUV, GS, UL, CSA
Consumables Available	Ink Cartridge for Multi Line Endorser (for MLE); Felt Blotter for used ink (for MLE); Ribbon Cartridge MICR CMC-7 and E13B fonts; Feeder Belt separator upper side; Feeder Belt separator lower side; Feeder Wheel diameter 100 mm, small version
Accessories	Codeline recognition for E13B fonts; Multiline Endorser; Encoder for E13B fonts; Enhanced Sorting Module; Barcode Reader Module
Dimensions	With 2 or 6 pockets: Weight: 252 kg (511.3 lbs.); Depth: 635 mm (25.0 in.); Width: 1675 mm (65.9 in.); Height: 1320 mm (52.0 in.) With 8 pockets: Weight: 232 kg (511.3 lbs.); Depth: 635 mm (25.0 in.); Width: 1675 mm (65.9 in.); Height: 1803 mm (71.0 in.) With 12 pockets: Weight: 250 kg (535.5 lbs.); Depth: 635 mm (25.0 in.); Width: 1675 mm (65.9 in.); Height: 1803 mm (71.0 in.)

To learn more:
www.kodak.com/go/e1740

Printed using Kodak technologies.

Eastman Kodak Company
343 State Street, Rochester, NY 14650
1-800-944-6171

Kodak Canada, Inc.
Toronto, Ontario M6M 1V3
1-800-465-6325

Kodak GmbH
Hedelfingerstr 60
70327 Stuttgart, Germany
EAMER-DI-Capture@kodak.com

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Innovation you can count on.

Kodak (Australasia) Pty. Ltd.
Australia: 1-800-895-747
New Zealand: 0800-2 KODAK (55825)
ant-marketing@kodak.com

Kodak (China) Investment Company Limited
Beijing +8610 6581 6561 ext. 8908

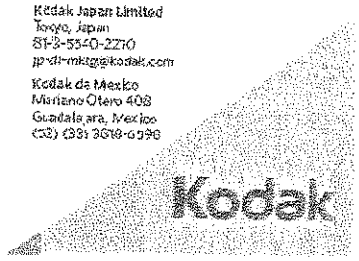
Kodak (Hong Kong) Limited
North Point, Hong Kong 07021
852-2564-9330

Kodak Taiwan Limited
Taipei +8862 2950 0836 ext. 753

Kodak (Asia Pacific)

Kodak Japan Limited
Tokyo, Japan
81-3-5540-2270
jp-dl-mktg@kodak.com

Kodak de Mexico
Mariano Otero 408
Guadalajara, Mexico
(52) (33) 3678-6996



Appendix B: Scanner Lease Agreement

The Parties agree as follows:

1. **EQUIPMENT**: Impression hereby leases to City the following equipment:
One (1) Kodak s1740 Capture Systems configured with 12 pockets, Multi-Line Endorser, Codeline Recognition for E13B fonts and Barcode Reader Module ("Equipment").

2. **LEASE TERM:** The term of this lease shall be 60 months and the lease will start on June 1, 2010 and will end with the last lease payment on May 1, 2015.

3. **LEASE PAYMENTS**: City agrees to pay Impression as rent for the Equipment the amount of $1,975.00 ("Rent") each month in advance on the first day of each month at the following address or at any other address designated by Impression:

Impression Technology, Inc.
Attention: Charles Hou,
1777 North California Boulevard
Suite 240
Walnut Creek, California 94596

If the lease term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

4. **LATE CHARGES:** If any amount under this Agreement is more than forty-five (45) days late, City agrees to pay a late fee of one percent (1%) of the monthly payment due for the subject period.

5. **DELIVERY**: City shall be responsible for all actual expenses and costs associated with the delivery and installation of the Equipment at the City's designated site. At least thirty (30) days prior to the delivery of the Equipment, Impression shall provide the City written specifications regarding the space, power, networking and other facility requirements associated with the installation and operation of the designated Equipment. The City shall be responsible for the preparation of the site in accordance with these specifications and all costs associated with site preparation.

6. **DEFAULTS:** If City fails to perform or fulfill any obligation under this Agreement, City shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, City shall have seven (7) days from the date of notice of default by Impression to cure the default. In the event City does not cure a default, Impression may at Impression's option (a) cure such default and the cost of such action may be added to City's financial obligations under this Agreement; or (b) declare City in default of the Agreement. If City shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against City under the Bankruptcy Act or similar federal or state statute, Impression may immediately declare City in default of this Agreement. In the event of default, Impression may, as permitted by law, re-take possession of the Equipment. Impression may, at its option, hold City liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term and any rent paid by any successor to City if the Equipment is re-let minus the cost and expenses of such re-letting. In the event Impression is unable to re-let the Equipment during any remaining

term of this Agreement, after default by City, Impression may at its option hold City liable for the balance of the unpaid rent under this Agreement as if this Agreement had continued in force.

7. POSSESSION AND SURRENDER OF EQUIPMENT: City shall be entitled to possession of the Equipment on the first day of the lease term. Unless this lease specifies the terms and condition for full ownership by the City at the expiration of the lease term (see paragraph 25), the City shall surrender the Equipment to Impression by delivering the Equipment at the City's site of installation to Impression or Impression's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement. In the event the Equipment is surrendered to Impression at the end of the lease period as provided for herein, Impression shall be responsible for the de-installation of the Equipment and its removal from the City's site.

8. USE OF EQUIPMENT: City shall only use the Equipment in a careful and proper manner and in accordance with the operating and maintenance manuals provided by Impression. Impression shall provide the City training (included within the price of the Lease) on the use and routine maintenance associated with the operation of the equipment and Impression agrees to maintain the equipment in accordance with the documentation provided by Impression at the time of delivery and subsequent user training.

9. CONDITION OF EQUIPMENT AND REPAIR: City or City's agent will, at the time of delivery, inspect the Equipment and acknowledge that the Equipment is in good and absent of shipping damage or other visible defects. In the event any damage or defects are noted, City shall immediately inform Impression of the nature of the damage or defect and take no further action unless directed in writing by Impression.

10. MAINTENANCE: City will, at City's sole expense, maintain a maintenance support agreement with the Original Equipment Manufacturer (OEM) throughout the term of this lease. The monthly costs of this OEM maintenance and support are quoted separately within this Agreement and these monthly costs shall be paid directly to Impression who will then be responsible for the maintenance contract with the OEM.

11. LOSS AND DAMAGE: City shall be responsible for the risk of loss or damage to the Equipment for whatever reason during the term of the lease (excepting acts or omissions of Impression attributable to the loss or damage). No loss or damage to the Equipment or any part thereof shall impair any obligations of the City under the terms of this Agreement. In the event of loss or damage to the Equipment of any kind, City, at Impression's sole option may:

a) Place the Equipment in good repair, condition and working order by contracting with the OEM for such repairs.
b) Replace the Equipment via a direct purchase with the OEM
c) Pay Impression the balance of payments due for the term of the lease.

12. INSURANCE: City shall be responsible to maintain all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the equipment, naming Impression as loss payee. City agrees to provide, if requested, a certificate of insurance or other evidence of such insurance.

13. ENCUMBRANCES, TAXES AND OTHER LAWS: City shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Impression's title or rights may be negatively affected. City shall be responsible for complying with and

conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, City shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

14. IMPRESSION REPRESENTATIONS: Impression represents and warrants that it has the right to lease the Equipment as provided in this Agreement and that City shall be entitled to operate and possess the Equipment, and Impression will not interfere with that right as long as City pays the monthly lease payments in a timely manner and performs all other obligations under this Agreement.

15. TITLE AND OWNERSHIP: Title and ownership of the Equipment is held by, and shall remain exclusively with, Impression until the end of the lease term at which time title and ownership may transfer upon the payment of $1 by the City.

16. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. ASSIGNMENT: Neither this Agreement nor City's rights hereunder are assignable except with Impression's prior, written consent.

18. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

19. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Impression and City.

21. CUMULATIVE RIGHTS: Impression's and City's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

22. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Impression does not waive Impression's right to enforce any provisions of this Agreement.

23. INDEMNIFICATION: Except for damages, claims or losses due to Impression's acts or negligence, City, to the extent permitted by law, will indemnify and hold Impression and Impression's property, free and harmless from any liability for losses, claims, injury to or death of any person, including City, or for damage to property arising from City using and possessing the

Equipment or from the acts or omissions of any person or persons, including City, using or possessing the Equipment with City's express or implied consent.

24. **ADDITIONAL TERMS & CONDITIONS:** The lease quotation associated with this Agreement is based on the City purchasing the Equipment at the end of the Lease Term for $1.

[End of Appendix B]

File #: 16-152, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC., AND APPROVAL OF THE EXPENDITURE OF FUNDS

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Insight Public Sector Inc., for a term commencing May 1, 2016 and ending on April 30, 2019, and to authorize the City Manager, at their discretion, to renew the agreement for two additional one-year periods until April 30, 2021. Under the terms of the agreement, Insight Public Sector Inc. (Insight) will provide products and services to the city using a cooperative agreement with U.S. Communities. This request also includes approval of expenditure authority in an approximate amount of $960,000 per year for a total amount not to exceed $4,800,000 over the life of the agreement.

Background

Maintaining the hardware the city uses on a daily basis is crucial to all city functions and services. Personal Computers (PCs) are used throughout the City in a variety of operational areas. Many are used by employees to perform office tasks and others are used in shared capacities such as classrooms in the GRPSTC training rooms, public PCs in the library, training rooms in the Adult Center and common areas used by police. PCs also serve defined roles such as operating security cameras, engineering workstations and computers used to handle emergency calls (911). The cost of these computers will vary relative to their configuration and intended use. Computer replacement is necessary because equipment fails or exceeds its service life and replacement parts may no longer be available. In some instances, newer business applications will require the latest hardware as a prerequisite for proper operation. Due to the reduced replacement fund budget that occurred in previous budget years, a significant number of pieces of equipment currently in use need to be replaced over the next five years. That equipment includes PCs, laptops, printers, servers and other devices required for city operation.

The approval of this expenditure request enables the Finance and Technology Department to quickly order replacements for non-functioning equipment. Insight is a provider of technology, software, hardware, software maintenance, support and technical services, and the city is able to purchase from them and receive favorable pricing through cooperative purchasing with U. S. Communities.

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

On April 30, 2016, Insight's current cooperative purchasing agreement with U.S. Communities will expire. Through a formal bid process, Insight has been awarded the new U.S. Communities contract, effective May 1, 2016.

Insight is a large volume supplier and provides a wide array of products and services at lower contract pricing when compared to other vendors. Based on their product breadth and pricing, the city can continue to purchase products and services from Insight, through a new Linking Agreement in line with the current cooperative purchasing agreement.

If approved, the annual expenditure amount with Insight for this contract will be consolidated under this council request and will be approximately $960,000 per year and will not exceed $4,800,000 over the life of the contract. The expenditure authorization being requested is budgeted and paid from the Technology Fund and no additional funding is being requested.

Previous Related Council Action

On 10/22/2013, City Council approved the Linking Agreement (C-8671) with Insight Public Sector, Inc., and expenditure authority in the amount of $500,000 per year.

On 04/14/2015, City Council approved an amendment to Linking Agreement C-8671 to increase expenditure authority in the amount of $460,000 per year; totaling $960,000 per year for each of the two remaining fiscal years.

Community Benefit/Public Involvement

Maintaining the city's computer programs and hardware systems helps ensure services can be provided to the public efficiently while minimizing system downtime. Purchasing from cooperative contracts provides both competitive pricing for equipment and services.

Budget and Financial Impacts

The amount budgeted in the Technology Replacement Fund will fluctuate based on annual budget capacity and replacement needs. It is estimated to be $960,000 per year.

Cost	Fund-Department-Account
$960,000	**2591-18401 (521000 or 551400 or other account lines as needed), Technology Replacement Fund and/or 2591-18402-522700, Information Technology Department**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INSIGHT PUBLIC SECTOR, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20___, between the City of Glendale, an Arizona municipal corporation (the "City"), and Insight Public Sector, Inc. an Illinois corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. On March 28, 2006, U.S. Communities Government Purchasing Alliance entered into Master Intergovernmental Cooperative Purchasing Agreement C-6418 with the City (the "MICPA"), a copy of which is attached as Exhibit A and incorporated by this reference.

B. The County of Fairfax, Virginia, a Lead Public Agency, and Contractor have entered into Contract 4400006644 (the "U.S. Communities Contract") effective May 1st, 2016, for Technology Products/Equipment and Technology Services/Solutions, and a copy of this contract is attached as Exhibit B and incorporated by this reference.

C. The City is permitted to purchase the goods and services under the U.S. Communities Contract without further public bidding, provided that the purchase is made under the same terms, conditions, and pricing that the lead public agency obtained, and the MICPA permits the City to engage in cooperative use of contracts entered into by a Lead Public Agency, such as the U.S. Communities Contract.

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

E. 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 U.S. Communities Contract. Contractor consents to the City's utilization of the U.S. Communities Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide computer equipment at discounted prices pursuant to the U.S. Communities Contract.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the U.S. Communities Contract. According to the U.S. Communities Contract

purchases can be made by governmental entities from the date of award, which was May 1st, 2016, until the date the contract expires on April 30th, 2019, unless the U.S. Communities Contract is terminated by the original contracting parties. The initial period of this Agreement therefore is from May 1st, 2016 until April 30, 2019, unless the U.S. Communities Contract terminates earlier, at which point this Agreement is terminated. The City, however, may renew the term of this Agreement for two additional one-year periods until the U.S. Communities Contract expires on April 30th, 2021, or the U.S. Communities Contract is terminated, whichever occurs first. 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 date the Agreement is scheduled to terminate in order to effectuate such a one-year renewal.

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

A. Contractor agrees to comply with all the terms, conditions and specifications of the U.S. Communities Contract. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement, and the parties will interpret all references to the "County of Fairfax, Virginia" in the U.S. Communities Contract to mean the City.

3. Compensation.

A. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Four Million Eight Hundred Thousand Dollars ($4,800,000) 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
6835 N 57th Dr., Suite 100
Glendale, AZ 85301
and

Insight Public Sector
Attn: Pam Potter
2250 Pinehurst Blvd, Suite 200
Addison, IL 60101

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Insight Public Sector, INC..,
an Illinois corporation

By: _____
Name: Lisanne Steinheiser
Title: Assistant Secretary

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INSIGHT PUBLIC SECTOR, INC.
EXHIBIT A
[MICPA]

CITY CLERK ORIGINAL

C-6418
3/28/06

U.S. COMMUNITIES

Government Purchasers Saving You Money

Founding Co-Sponsors

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to terms and conditions hereof through U.S. Communities registration to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.

5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2175 N. California Blvd., Suite 550, Walnut Creek, CA 94596.

10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Los Angeles, CA (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Joe Sandoval

Authorized Signature

Joe Sandoval, Division Manager
Purchasing and Contract Services
County of Los Angeles

Name and Title of Signer

7/3/02

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Fairfax, Virginia (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Armando E. Malo
Authorized Signature

ARMANDO E. MALO
Director DPSM
Name and Title of Signer

7/8/02
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Allegheny, Pennsylvania (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

11/15/03

Robert B. Webb
County Manager

Date

Allan J. Opilchick
Assistant County Solicitor

1.8.03

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature

Darren C. Muci
RFP 02-04-011 BOE Approval 1/13/03

Name and Title of Signer

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature

Name and Title of Signer

5/16/03
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Miami-Dade, Florida (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature

Theodore G. Lucas

Name and Title of Signer

Director, DPM
Miami-Dade County

Apr. 16, 2003

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John C. Trunk

Authorized Signature

JOHN C. TRUNK

PROCUREMENT SERVICES DIRECTOR

Name and Title of Signer

10-23-03

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Harford County Public Schools, MD (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John K Miller

Authorized Signature

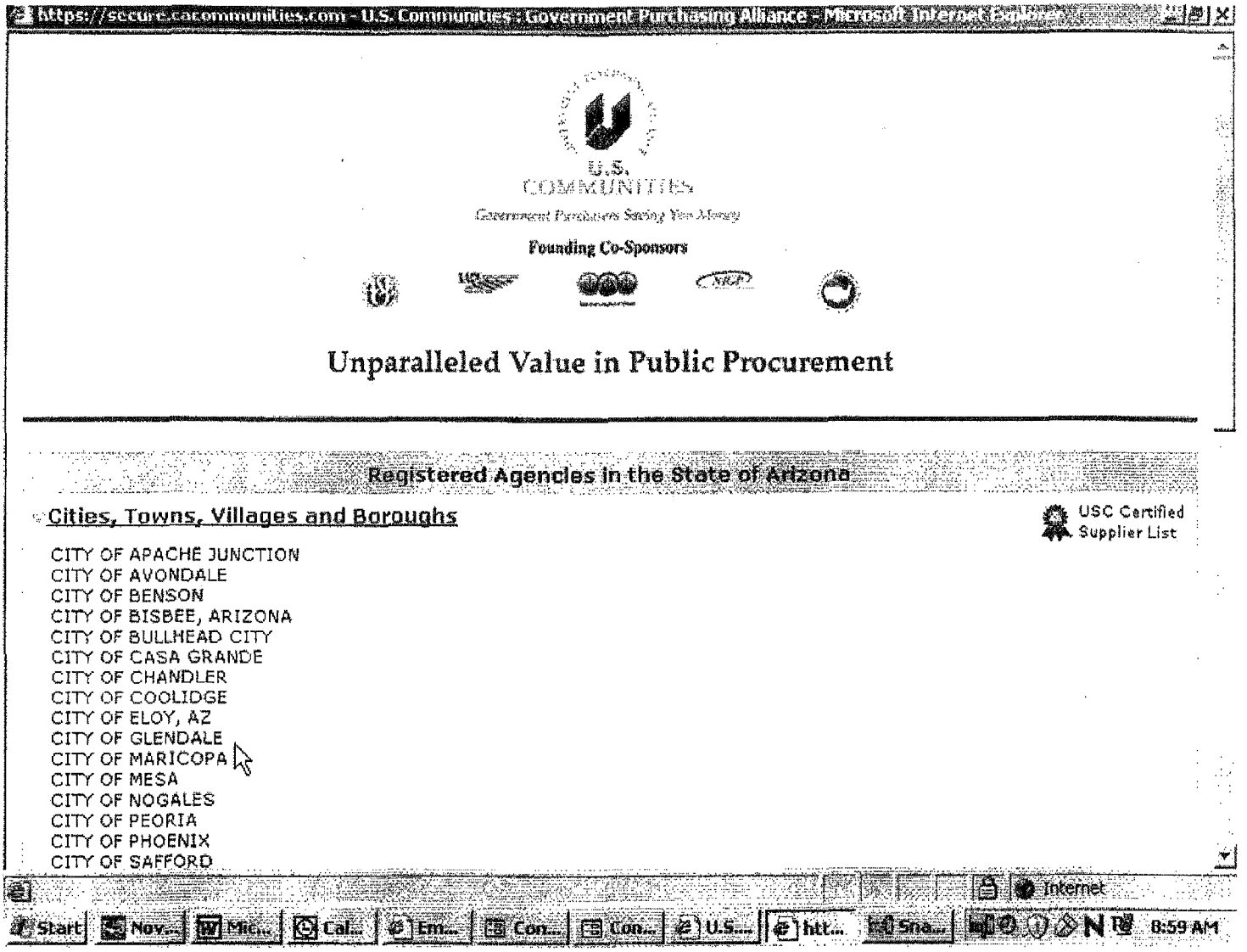
JOHN R. Miller, Director of Procure.

Name and Title of Signer

Harford County Public Schools

10/24/03

Date


https://secure.cacommunities.com - U.S. Communities : Government Purchasing Alliance - Microsoft Internet Explorer
U.S. COMMUNITIES
Government Purchasers Saving You Money
Founding Co-Sponsors
Unparalleled Value in Public Procurement
Registered Agencies in the State of Arizona
Cities, Towns, Villages and Boroughs
USC Certified Supplier List
CITY OF APACHE JUNCTION
CITY OF AVONDALE
CITY OF BENSON
CITY OF BISBEE, ARIZONA
CITY OF BULLHEAD CITY
CITY OF CASA GRANDE
CITY OF CHANDLER
CITY OF COOLIDGE
CITY OF ELOY, AZ
CITY OF GLENDALE
CITY OF MARICOPA
CITY OF MESA
CITY OF NOGALES
CITY OF PEORIA
CITY OF PHOENIX
CITY OF SAFFORD
Internet
Start
8:59 AM

4-6-06

Steinke, Summer

From: Swaziek, James
Sent: Tuesday, May 27, 2008 11:49 AM
To: Steinke, Summer
Subject: RE: Looking for a Master IGA

Summer,
There is no agreement signed by the City of Glendale. US Communities has not required a signed IGA for a number of years according to Ray Nader.

Jim Swaziek

From: Steinke, Summer
Sent: Tuesday, May 27, 2008 11:23 AM
To: Swaziek, James
Subject: RE: Looking for a Master IGA

Jim,

It is the Master IGA. I have attached it. You sent it to me but there aren't any of our officials signatures on it. If not I am just going to log it as is.

Thanks again,
Summer

From: Swaziek, James
Sent: Tuesday, May 27, 2008 11:20 AM
To: Steinke, Summer
Cc: Nader, Raymond; Guzzi, Brian
Subject: RE: Looking for a Master IGA

Summer,
What is this IGA for?

Jim Swaziek, CPPO
Contract Analyst
City of Glendale
Materials Management
6829 North 58th Drive, Suite 202
Glendale, AZ 85301
Phone: 623-930-2867
Fax: 623-915-2694
jswaziek@glendaleaz.com

From: Steinke, Summer
Sent: Tuesday, May 27, 2008 11:09 AM
To: Swaziek, James

Cc: Nader, Raymond; Guzzi, Brian
Subject: RE: Looking for a Master IGA

Jim,

Do we have anything that has our officials signatures on it?

Thanks,
Summer

From: Swaziek, James
Sent: Tuesday, May 06, 2008 5:05 PM
To: Steinke, Summer
Cc: McCracken, Darcie; Hanna, Pam; Guzzi, Brian; Nader, Raymond
Subject: RE: Looking for a Master IGA

Summer,
I found the attached documents in our electronic file. If they do not meet your needs, Brian or Ray may be able to provide a physical copy for you tomorrow.

Jim Swaziek, CPPO
Contract Analyst
City of Glendale
Materials Management
6829 North 58th Drive, Suite 202
Glendale, AZ 85301
Phone: 623-930-2867
Fax: 623-915-2694
jswaziek@glendaleaz.com

From: Steinke, Summer
Sent: Tuesday, May 06, 2008 4:53 PM
To: Guzzi, Brian; Swaziek, James; Nader, Raymond
Cc: McCracken, Darcie; Hanna, Pam
Subject: Looking for a Master IGA

Good Afternoon Gentleman,

I was wondering if any of you electronic or hard copies of an executed copy of the IGA (copy attached) that was discussed & approved per Resolution 3945 (also attached) on March 28th, 2006.

Thank you for your assistance,

Summer Steinke
Management Aide
City Clerk's Office
City of Glendale
623-930-2105
623-463-6678 (FAX)

Steinke, Summer

From: Swaziek, James
Sent: Tuesday, May 06, 2008 5:05 PM
To: Steinke, Summer
Cc: McCracken, Darcie; Hanna, Pam; Guzzi, Brian; Nader, Raymond
Subject: RE: Looking for a Master IGA
Attachments: Attorney agreement approval.pdf; Master Intergov Coop Purchasing Agreement.pdf; US Communities Registration.pdf

Summer,
I found the attached documents in our electronic file. If they do not meet your needs, Brian or Ray may be able to provide a physical copy for you tomorrow.

Jim Swaziek, CPPO
Contract Analyst
City of Glendale
Materials Management
6829 North 58th Drive, Suite 202
Glendale, AZ 85301
Phone: 623-930-2867
Fax: 623-915-2694
jswaziek@glendaleaz.com

From: Steinke, Summer
Sent: Tuesday, May 06, 2008 4:53 PM
To: Guzzi, Brian; Swaziek, James; Nader, Raymond
Cc: McCracken, Darcie; Hanna, Pam
Subject: Looking for a Master IGA

Good Afternoon Gentleman,

I was wondering if any of you electronic or hard copies of an executed copy of the IGA (copy attached) that was discussed & approved per Resolution 3945 (also attached) on March 28th, 2006.

Thank you for your assistance,

Summer Steinke
Management Aide
City Clerk's Office
City of Glendale
623-930-2105
623-463-6678 (FAX)

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INSIGHT PUBLIC SECTOR, INC.
EXHIBIT B
[U.S. Communities Contract]

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 2 3 2016

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, Az 85283

Attention: Erica Falchetti

Reference: RFP 2000001701, Technology Products, Services, Solutions & Related Products and Services

Dear Ms. Falchetti:

Acceptance Agreement

Contract Number: 4400006644

This acceptance agreement signifies a contract award for Technology Products, Services, Solutions and Related Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

1) This Acceptance Agreement;

2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at Lonnette.Robinson@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

MEMORANDUM OF NEGOTIATIONS
RFP2000001701

The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc., (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

a. The County's Request for Proposal RFP2000001701 and all Addenda;
b. The Contractor's Technical and Cost Proposals dated September 21, 2015;
c. The Contractor's Functional Roles per Labor Category dated December 2, 2015
d. The Geographic Market Tiers dated 12/10/2015;
e. This Memorandum of Negotiation;
f. County purchase order;
g. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

1. Insight is awarded a contract for the following sections of the RFP:
   - 3.1.1 Technology Products
   - 3.1.2 Technology Services and Solutions
   - 3.1.3 Cisco Products, Services and Solutions
   - 3.1.4 HP Products, Services and Solutions
   - 3.1.5 Dell Products, Services and Solutions
   - 3.1.6 Panasonic Products, Services and Solutions
   - 3.1.7 EMC² Products, Services and Solutions
   - 3.1.8 CommVault Products, Services and Solutions
   - 3.1.9 Symantec Products, Services and Solutions
   - 3.1.10 Veritas Products, Services and Solutions
   - 3.1.11 VMWare Products, Services and Solutions
   - 3.1.12 Apple Products, Services and Solutions
   - 3.1.15 Microsoft Products, Services and Solutions
   - 3.1.16 Citrix Products, Services and Solutions
   - 3.1.17 NetApp Products, Services and Solutions
   - 3.1.18 Related Products, Services and Solutions

2. Participating Public Agencies reserve the right to request pricing with both service pricing methodologies: Service Category Rates and Time and Material Rates.

3. Pricing discount for Cisco hardware/software is 36% off MSRP for both government and education. Discounts are minimum discounts.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

4. Any discounts are minimum discounts and any rates are not-to-exceed rates.

5. Contractor will offer Public Agencies the lowest possible price for which they are eligible under any contract available to the customer through this contract award. Insight will check for lowest possible price when an order is placed.

6. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.

7. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.

8. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.

9. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:

Kenneth Lamneck, Chief Executive Officer
Insight Public Sector, Inc.

2/9/16
Date

Cathy A. Muse, CPPO, Director
Department of Purchasing and Supply Management

2/22/16
Date

LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and Insight Public Sector, Inc. ("Supplier"), a business incorporated in Illinois, F.E.I.N. 36-3949000, having its principal place of business at 6820 S. Harl Ave.,Tempe, Arizona 85283 are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Technology Product, Services and Solutions licensed by the County whether or not specifically referenced in the order document.

As used herein, the term "contract" shall mean Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract(s), shall mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contracts are, with the exceptions noted herein, acceptable to the County. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract(s) cannot be accepted the County, and in consideration of the convenience of using those forms, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract(s), none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;

2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;

3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;

4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;

5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;

6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;

7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);

8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;

9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;

11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;

12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;

13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;

14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and

15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.

16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;

17. Limiting the liability of Supplier for property damage or personal injury;

18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;

19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm.

    The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;

20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;

21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;

22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;

23. Requiring that the County waive any immunity to which it is entitled by law;

24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;

25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;

26. Obligating the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;

27. Permitting unilateral modification of the contract by Supplier;

28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;

29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;

30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;

31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect;

32. Delaying the acceptance of the contract or its effective date beyond the date of execution;

33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;

34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;

35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;

36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;

37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq*.

41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

    Supplier shall indemnify and hold the County harmless including, its officers, trustees, employees, and agents, from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by the County as a direct result of the acts or omissions of Supplier, its employees, officials, agents, or subcontractors that cause a failure to maintain confidentiality of information as required under the contract and applicable law, including but not limited to breach of HIPAA requirements and unauthorized access to, or failure to maintain confidentiality of, personally identifiable information. Supplier will promptly provide notice to the County of any breach of security or confidentiality of information provided by the County and shall be responsible for actions required to cure such breach resulting from Supplier's action or inaction. This indemnity obligation is supplemental to any other indemnification obligation set forth in this Addendum. No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Insight Public Sector, Inc.

By: _____
(Signature)

Name: _Kenneth Lamneck_____
(Print)

Title: _Chief Executive Officer_____

Date: _2/8/2016_____

Fairfax County

By: Cathy A. Muse
(Signature)

Name: Cathy A. Muse
(Print)

Title: Director/County Purchasing Agent

Date: 2/22/16

COMPETITIVE SOLICITATION

BY COUNTY OF FAIRFAX, VIRGINIA

FOR

Technology Products/Equipment and Technology Services/Solutions

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP/ITB # 09-997736-42

Response Due: November 18, 2008

PRE-PROPOSAL CONFERENCE

RFP09-997736-42

An OPTIONAL pre-proposal conference will be held on November 3, 2008, at 1:00 PM at the Fairfax County Government Center, 12000 Government Center Parkway, Room 120C, Fairfax, Virginia 22035. All offerors are urged to attend.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract administrator Teena L. Stewart at dpsmteam4@fairfaxcounty.gov prior to the pre-proposal conference.

FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

V I R G I N I A

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: October 15, 2008	**REQUEST FOR PROPOSAL NUMBER:** RFP09-997736-42	**FOR:** Technology Products/Equipment and Technology Services/Solutions
DEPARTMENT: Department of Information Technology	**DATE/TIME OF CLOSING:** November 18, 2008 / 2:00 PM	**CONTRACT ADMINISTRATOR:** Teena L. Stewart / 703-324-3227 or; teena.stewart@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

_____

_____

_____

_____

_____

Telephone/Fax No.: _____

E-Mail Address: _____

Federal Employer Identification No or _____

Federal Social Security No.(Sole Proprietor) _____

Prompt Payment Discount: __% for payment within____days/net____ days

Fairfax Business Prof. & Occupational Licensing (BPOL) Tax No. _____

By signing this bid, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

BUSINESS CLASSIFICATION – CHECK ONE: ☐ LARGE ☐ SMALL **Described in Appendix B**

CHECK ONE: ☐ MINORITY-OWNED ☐ WOMEN-OWNED **Described in Appendix B**

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: _____

_____ _____

Vendor Legally Authorized Signature — Date

_____ _____

Print Name and Title — Secretary

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

INTRODUCTION AND BACKGROUND

1. LEAD PUBLIC AGENCY MASTER AGREEMENT

MASTER AGREEMENT

Fairfax County, Virginia (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of **Technology Products/Equipment and Technology Services/Solutions** (herein "Products and Services/Solutions"). Offerors responses will be evaluated in two (2) sections: Section A: Technology Products / Equipment and Section B Technology Services/Solutions. The resulting contract may be awarded to a single offeror or multiple offerors for the products and/or Services/Solutions indicated herein. The intent of this solicitation is to provide Participating Public Agencies a vehicle to purchase **Technology Products/Equipment and Technology Services/Solutions** to meet the Participating Public Agencies IT needs. Offerors may submit a response for Section A Technology Products/Equipment, Section B Technology Services/Solutions or Sections A and B combined (ref. paragraph 18). Definitions of Products/Equipment and/or Services/Solutions may be found in Section 3 below.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

2. OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Technology Products and Services/Solutions to Participating Public Agencies;

B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible Products and Services/Solutions.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES/SOLUTIONS

Section A

Technology Products/Equipment

The Technology Products/Equipment should include but are not limited to the following:
Personal Computers (desktop and laptop), Monitors, Servers, Scanners, Printers, Software, networking, PDA's, Projectors, Memory, Cabling, Computer accessories, Computer Components, Power Protection, and Servers.

Section B

INTRODUCTION AND BACKGROUND continued

Technology Services/Solutions

Services/Solutions related to the design, use or operation of the products being purchased such as: Systems Configuration; Testing; Software Copying; Hardware/Software Installation; Upgrades and/or Maintenance; System Integration, Network Integration, and other Services and Solutions. The successful offeror(s) should offer a wide range of technical, professional, and financial Services/Solutions to meet the needs of the Participating Public Agencies. Specific requirements will be developed on a task order basis, could include, but is not limited to Services/Solutions such as:

A. Infrastructure Capabilities
- Data Center
  - Server, storage and power & cooling design and implementation
  - Server, storage and application virtualization
  - Fault, configuration and performance management
- Network
  - Core, wide area network (WAN) and edge network design and implementation
  - Wireless
  - Fault, configuration and performance management

B. Unified Security Capabilities
- Physical Security
  - Video Surveillance
  - Access Control
  - Fire / Smoke Alarm
  - Intrusion Detection
  - Video Analytics
- Asset Management
  - RFID
  - Inventory management
  - Asset tagging
- IT Security
  - Endpoint
  - Information Assurance
  - Network
  - Storage
  - Identity Management

C. Communications Capabilities
- Unified Communications, including VOIP / telephony, unified messaging, conferencing and collaboration and presence awareness
- Interoperability

D. Enterprise Content Management/Imaging Capabilities
- Document imaging
- Search and discovery
- Mobile Evidence Capture

INTRODUCTION AND BACKGROUND continued

E. Enterprise-wide Imaging:
- Full suite of imaging, workflow, document management and records management solutions.
- Solution built with open APIs and web services to provide for ease of integration with third party products.
- Capture virtually all document types including paper, faxes, email, word-processed documents, spreadsheets, HTML, XML, audio/video clips and other.
- Integrated solutions for automatic processing including images cleanup, automated indexing/OCR, automated redaction, barcode recognition, as well as functionality including markups and version control.

F. Conversion
- Conversion of physical media to digital media.
- Ability to convert a variety of media types and sizes including microfilm, microfiche, aperture cards, paper, books and other.
- Ability to convert media to a variety of document types.
- Automatic image quality enhancement and manual enhancement techniques.

G. Indexing
- Keying of information.
- Workflow and software solution to handle virtually any volume and any number of fields.
- Day-forward and backfile solutions.
- Multiple levels of quality assurance and verification (e.g., double key verify).
- Integration of automatic indexing technologies.

H. Micrographics
- Certified Full Service Laboratory.
- Ability to provide full service solution in a single entity including creation, development, duplication, processing and inventory and inspection services.
- Most localities require the use of Archival Microfilm as their secure backup.
- Ability to provide micrographic media from source (original media) or digital images.
- OSHA compliant laboratory and development rooms.

I. Long Term Storage & Retrieval
- Secure, certified storage and retrieval services meeting ANSI standards.
- Multiple levels of service for most providers including secure warehouse storage.
- 24x7 On Demand services for fast, efficient access to records.
- Ability to provide dry fire suppression systems and security.

J. E-Commerce Services
- Ability to accept secure credit card payments integrated into or as a separate service.
- Remote, hosted service for all credit card transactions.
- Administration application to allows users to make changes to their own accounts (change credit card number, password, address, etc.).
- Management application to allow site administrator to easily activate/disable user accounts.
- Service should include ability to accept a variety of payments, merchant interface, ability to manage transactions, configure accounts, review account activity, prevent fraud, risk management, receive payments quickly, fraud protection and free help.

INTRODUCTION AND BACKGROUND continued

K. Redaction Services
- Automated workflow process to assist in the human, manual redaction of images.
- Workflow to support human, manual quality assurance of images for edit, deletion or approval.
- Audit capabilities provide for real time reporting, users statistics and processing.
- Robust software workflow to support an unlimited number of images, but also resources in place to appropriately ramp up for time sensitive projects.

L. Integrated Land Information System:
- Integrated solution to process land/real property records from cradle to grave – automating all functions within a land records office.
- Integrated application to electronically capture all aspects of processing including cashiering, imaging, indexing/verification, public inquiry, reporting, auto-redaction, auto-indexing, Internet and eFiling/eRecording capabilities.
- Solution to provide ease of access to the public record both locally and remotely.

M. Court Management System:
- An architecture application that is configurable, secure, auditable, and is table-driven and modifiable by authorized users;
- A fully integrated Case Management System that is web based person-centric solution … an end-to-end solution;
- A solution that can be fully integrated with external agencies, such as law enforcement;
- A robust, feature rich application which incorporates the functions defined by the National Center for State Courts, and additionally includes Full Document Management, including Workflow and Imaging, Full Accounting Software which includes full General Ledger and is GAAP and GASB34 complainant, Intelligent Event Management, Full In-Court Processing, and Fully Integrated Forms Generation and Word Processing, all without the use of a third-party product.

N. Auto-Redaction:
- Modern solution utilizing state-of-the-art technology to automatically redact without human intervention specific required information from a document or image (e.g., SSN).
- Provides for modern technology to assist in ease of integration to most document image processing systems.
- Provides a process for “burning” document images for permanent redaction or “layered” solutions for removable redactions.

O. Disaster Backup & Recovery:
- Multiple Services levels from simple backup to real-time full mirroring and backup for 24 hour recovery.
- Data Synchronization Software for old, new and changed data.
- Secure location with redundant power supplies.
- State-of-the-art security, fire protection and redundancy solutions.

P. Integrated Vitals System
- Integrated solution to process vital records including birth, death and marriage from cradle to grave.
- Integrated ability to support all supporting documentation such as amendments.
- Full audit capabilities.
- Secure solution to protect vital, private information from public view.

INTRODUCTION AND BACKGROUND continued

Q. Web Hosting
- Secure remote access without the hassles of having to purchase, upgrade or maintain anything.
- Redundant hardware solutions to guarantee uptime, provide virus protection, and unlimited disk space options.
- Disaster recovery service capabilities.
- Synchronization options that can be customized for each locality.
- Seamless integration with e-Commerce solutions.
- Custom interface capabilities.

R. Other Services/Solutions
- Services/Solutions other than listed in A through Q above may be proposed by Offerors.

Throughout the life of this contract, the successful Offeror(s) will maintain expertise, resources and capabilities to:

- Provide commercial hardware, software, peripherals and accessories as ordered under the task order;
- Perform consulting, assessment, design, integration, installation, and managed Services/Solutions at the task order level;
- Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Fairfax County and Participating Public agencies as authorized buyers of this contract;
- Provide maintenance support Services/Solutions;
- Provide ancillary support (logistics support, etc.) relating to provisions of the above-listed products and Services/Solutions;
- Provide project management support for each deliverable under the contract; and
- Provide project-specific and overall contract performance reporting, as required herein.

U.S. COMMUNITIES

4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") is a non-profit "instrumentality" of government that assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and Services/Solutions by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials, International (ASBO) and the United States Conference of Mayors (USCM) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

INTRODUCTION AND BACKGROUND continued

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Agency	*Agency*
City of Charlotte/Mecklenburg, NC	Hillsborough Schools, FL
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Dallas County, TX	Maricopa County, AZ
Davis Joint Unified Schools, CA	Miami-Dade County/Public Health Trust, FL
City and County of Denver, CO	City of San Antonio, TX
Detroit Public Schools, MI	San Diego Unified School District, CA
Fairfax County, VA	City of Seattle, WA
Harford County Public Schools, MD	Wichita Public Schools, KS
Hennepin County, MN	Great Valley School District, PA
North Carolina State University, NC	Emory University

Participating Public Agencies

Today more than 32,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $1.3 billion in products and Services/Solutions annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must deal directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Fairfax County, Virginia is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency resides. A copy of the MICPA is attached as Attachment I.

Estimated Volume

The estimated dollar volume of Products/Equipment and Services/Solutions purchased under the proposed Master Agreement is $200 Million annually. The estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products to be purchased under the proposed Master Agreement, County of Fairfax, Virginia and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2008 is estimated to purchase more than $125 million of products and Services/Solutions from existing U.S. Communities contracts.

Marketing Support

INTRODUCTION AND BACKGROUND continued

U. S. Communities provides marketing support for Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Multiple Awards

Multiple awards may be made as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern its procurement practices which may be found at http://www.fairfaxcounty.gov/dpsm/regs.htm

U.S. Communities Advisory Board members will assist the Lead Public Agency in evaluating proposals. The offeror or offerors that respond affirmatively meet the qualifications contained in this RFP, and offer the best value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

SUPPLIER QUALIFICATIONS

5. SUPPLIERS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities asks each Supplier to make the commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each Supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the U.S. Communities Administration Agreement:

A. Corporate – A commitment that U.S. Communities is actively supported by Supplier's senior executive management with a focus on the following:

- **U.S. Communities will be the Supplier's primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government agencies and nonprofit organizations herein collectively all known as "Participating Public Agencies".**
- **A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.**
- **Upon authorization by the Participating Public Agency transition such Participating Public Agencies to the Supplier's U.S. Communities contract.**

B. Pricing – A commitment that Supplier's U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Participating Public Agencies. If a Participating Public Agency is otherwise eligible for lower pricing through any other Supplier contract, the Supplier will match the pricing under U.S. Communities.

C. Economy - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

D. Sales – A commitment that the Supplier will market U.S. Communities throughout the United States through a Supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as Supplier's primary offering to Participating Public Agencies.

Program Standards

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier's organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

U.S. Communities Administration Agreement - The Supplier is required to execute the U.S.

SUPPLIER QUALIFICATIONS continued

Communities Administration Agreement (attached hereto as Attachment II) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administrative Agreement found in Attachment II, is required to be submitted with the offerors Technical Proposal response, without exception or alteration. Failure to do so will result in disqualification.

National Account Management Team – The Supplier shall provide a National Account Manager with the authority and responsibility for the overall success of the U.S. Communities contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the Supplier's staff to requests for contact from public agencies. Additionally, the Supplier shall provide the personnel necessary to implement and support a Supplier-based internet web page dedicated to the Supplier's U.S. Communities program and linked to the U.S. Communities website.

Participating Public Agency Access - Establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage with:
  - U.S. Communities standard logo with Founding Co-Sponsors;
  - Copy of original Request for Proposal or Invitation to Bid;
  - Copy of contract and amendments between Lead Public Agency and Supplier;
  - Summary of products and pricing;
  - Electronic link to U.S. Communities' online registration page;
  - Other promotional material as desired.
- A dedicated toll free national hotline for U.S. Communities
- A dedicated email address for general inquiries, "uscommunities@(name of supplier.com)

Electronic Registration - The Supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities' online registration process prior to processing the Participating Public Agency's first sales order.

Sales Report - The supplier is responsible for accurate and timely reporting of all Participating Public Agency sales. Suppliers are required to comply with the following key reporting requirements;

The report is to be submitted within 30 days of the end of each calendar quarter in the prescribed format set forth in the U.S. Communities Administration Agreement.

Exception reporting – U.S. Communities will send to each vendor an exception report that details where the Supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report.

Online Reporting - Within 60 days of quarter end, U.S. Communities will provide online reporting available to the supplier with updated quarterly sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

Administrative Fees - The Supplier is responsible for paying to U.S. Communities an administrative

SUPPLIER QUALIFICATIONS continued

fee on all Participating Public Agency sales volumes within 30 days of the end of each calendar quarter as set out in the Agreement.

Quarterly Review - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier's performance of Supplier Commitments and Program Standards outlined herein.

U.S. Communities Awareness - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the Supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier's goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives is encouraged. All sales materials are to use the U.S. Communities logo U.S. Communities will provide each Supplier with its logos and the standards to be employed in the use of the logos. At a minimum, the Supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Lead Public Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

Branding and Logo Compliance – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities-related marketing material must be submitted to U.S. Communities for review.

Sales Force Training - Supplier is responsible for the training of its sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel.

SUPPLIER QUALIFICATIONS continued

SUPPLIER QUALIFICATION WORKSHEET

Offerors are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below and submit with Technical Proposal response of RFP:

A. State if pricing for all Products/Services/Solutions offered will be the most competitive pricing offered by your company to Participating Public Agencies nationally.
YES___ NO___

B. Does Supplier have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES___ NO___

C. Does Supplier have a national outside sales force or dealer network with the ability to call on Participating Public Agencies in all 50 U.S. states?
YES___ NO___

If you answered yes to Question C above please provide additional information on Attachment IV.

D. Did Supplier have sales greater than $50 million last year?
YES___ NO___

E. Does Supplier have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES___ NO___

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities contract?
YES___ NO___

G. Does Supplier agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES___ NO___

H. Does Supplier maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES___ NO___

I. Will Supplier commit to the following program implementation schedule? (implementation schedule on the following page)
YES___ NO___

J. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES___ NO___

SUPPLIER QUALIFICATIONS continued

New Supplier Implementation Checklist	Target Completion after award
1. Administration Agreement Signed	Proposal
2. First Conference Call	One Week
Discuss expectations	
Establish initial contact people and roles/responsibilities	
Outline kick-off plan	
Establish Webex training date	
3. Supplier Login Established	One Week
Complete Supplier Initiation Form	
Create User Account and User IDs and communicate to Supplier	
4. Initial Sr. Management Meeting	Two Weeks
Review commitments	
Review Kick-off Plan	
Discuss Nat Acct Mgr. role and staff requirements	
Discuss Reporting Processes and requirements	
Determine field sales introductory communication plan	
5. Initial National Account Manager and Staff Training Meeting	Two Weeks
Discuss expectations, roles and responsibilities	
Conduct basic supplier training	
Introduce and review web-based tools	
Discuss sales organization and define roles	
Discuss marketing plan and customer communication/roll-out strategy	
Discuss Supplier Handbook	
Review with National Accounts Manager	
Review process and expectations with Nat Accts Mgr and Lead Referral person	
Discuss admin processes and expectations and provide admin support training	
6. Review of Top 10 Existing Participating Public Agency Contracts	Two Weeks
Determine strategies with NAM	
7. Program Contact Requirements	Two Weeks
Supplier Contacts Communicated to U.S. Communities Staff	
Dedicated Email	
Dedicated Toll Free Number	

SUPPLIER QUALIFICATIONS continued

8. Web Development	
Initiate IT contact	Two Weeks
Web site construction	Three Weeks
Web site final edit	Four Weeks
9. Sales Training and Roll Out	
Regional Manager Briefing - Coordinate with NAM	One Week
Initial Remote Webex Supplier Training for all sales - Coordinate with NAM	Two Weeks
Top Ten metro areas - Coordinate with NAM and RMM	Four Weeks
Initiate contact with Advisory Board Member Agencies - Coordinate with NAM, GAM, RMM	Four Weeks
Review Supplier Handbook	Six Weeks
Training Plan for the other metros- Coordinate with NAM, GAM, RMM	
10. Green Initiative	
Identify green product	Two Weeks
Upload to USC website-Link to suppliers website	Four Weeks
Environmental Purchasing contact	Six Weeks
Green Marketing Material	Six Weeks

SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

Company

1. A brief history and description of your company;
2. Total number and location of sales persons employed by your company;
3. Number and location of distribution outlets (if applicable);
4. Number and location of support centers (if applicable);
5. Annual sales for 2005, 2006 and 2007;
6. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

Products/Equipment and Services/Solutions

1. Provide a description of the Products/Equipment and/or Services/Solutions to be provided by the offeror as outlined in paragraph 3 above, Sections A & B. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs;
2. Provide a description of all Products/Equipment and Services/Solutions to be provided your company;
3. Describe any special programs that your company offers that will improve customers' ability to access Products/Equipment;
4. Describe any warranties related to the Products/Equipment and/or Services/Solutions being offered;
5. Describe any additional charges for shipping large products and/or for assembly on customer site, delivery to specific Suite/Office, etc.;
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Products/Equipment and/or Services/Solutions are available;
7. Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

Administration

1. Describe your company's capacity to employ EDI, telephone, electronic, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation;
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing;
3. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s);

SUPPLIER INFORMATION

4. Describe the capacity of your company to report quarterly sales under the Master Agreement by Participating Public Agency within each U.S. state ;

5. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies;

6. Provide a list of any third party e-procurement services or portals that your company utilizes to facilitate public agency ordering and access.

BUSINESS (COST) PROPOSAL:

Pricing:

A. Provide the pricing using a **fixed percentage (%) discount** from a MANUFACTURER PRICE LIST and/or a cost-plus scenario or other objectively verifiable criteria, including the Administrative Fee as described on Attachment II - U.S. Communities Administration Agreement, for each product category your company can provide in Paragraph 3, Sections A (Technology Products/Equipment) and/or Section B (Technology Services/Solutions).

B. Provide the reference to the standard index or other objective criteria used to determine pricing for Sections A and/or B, and state why this is most advantageous to Participating Public Agencies

C. State if the quoted price for Sections A and/or B, is the most favorable pricing offered by your company to local, state and higher educational agencies nationwide.

D. Propose a plan to adjust pricing as market conditions change.

E. Detail any additional pricing incentives or rebates that may be available such as for large volume purchase and internet ordering by Participating Public Agencies.

F. All firm-fixed pricing proposed must include charges for shipping “ordinary items”. No additional charge of any kind will be allowed for “ordinary items”. See exception(s) in G below.

G. Detail pricing for large items requiring special shipping, door-delivery, installed, inside delivery, etc., that would not be normally included in the firm-fixed price category, but would require an additional charge due to a “special circumstance”. Items not clearly identified shall be considered “ordinary items” and no additional charge shall apply.

H. Provide a detailed pricing summary page which includes the following: Product/Equipment line(s) and/or Service/Solutions offered, discounts by order size and service level Services/Solutions offered (design, reconfiguration of existing installations, etc.) and hourly, per-square-foot, or other rates where appropriate. (Fairfax County reserves the right to request additional project information based on the pricing submitted. The project may be from Fairfax County or other public agencies across the country.)

I. Provide installation schedule by region, zone or other categorization. Indicate a maximum percentage of totals as cap on installation costs.

SPECIAL PROVISIONS

6. PRE-PROPOSAL CONFERENCE:

6.1. An OPTIONAL pre-proposal conference will be held on November 3, 2008 at 1 P.M. in the Fairfax County Government Center, Room 120C, 12000 Government Center Parkway, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

6.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation

7. CONTRACT PERIOD AND RENEWAL:

7.1. This contract will begin on May 1, 2009, or date of award, whichever is later, and will be valid through April 30th, 2013. Fairfax County reserves the right to renew this contract for (3) years, one year at a time, or any combination thereof. .

7.2. Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. If such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County is entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

8. TRADE SECRETS/PROPRIETARY INFORMATION:

8.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.

8.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

9. CONTACT FOR CONTRACTUAL MATTERS:

9.1. The person to contact concerning contractual matters pertaining to this Request for Proposal is:

Teena Stewart, CPPB, Contract Specialist
Department of Purchasing and Supply Management
Telephone: (703) 324-3227
Teena.stewart@fairfaxcounty.gov

9.2. Offerors are cautioned not to contact members of the Selection Advisory Committee (SAC). SAC members will not consider information other than the materials provided by the Contract Administrator, e.g., proposals. If a SAC member is approached by anyone outside the SAC who

may have a material interest in this procurement, it will be immediately reported to the Contract Administrator.

10. REQUIRED SUBMITTALS:

10.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

11. TECHNICAL PROPOSAL INSTRUCTIONS:

The offeror must submit the Technical Proposal in a separate binder, clearly marked, containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is required that ten (10) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

11.1.

a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

b. Understanding of the problem and technical approach.

1. Statement and discussion of the requirements as they are analyzed by the offeror.

2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.

3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.

4. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

11.2. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

11.3. Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the

coverage, definition, development, and organization of the issues.

11.4. Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.

c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. If applicable, information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.

e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.

f. Any and all forms, documentation or other requirements as contained in this RFP.

11.5. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

12. COST PROPOSAL INSTRUCTIONS:

12.1. The offeror must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. It is required that ten (10) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

The cost of each task or segment of the task shall be itemized.

a. Offerors must provide a price breakdown for each service/solution separately as well as totals for services/solutions provided together if price differ.

b. Attachment III Sample Services/Solutions project for each category listed.

c. Submit a sample Services/Solution Project for each type of Service/Solution Project being proposed that is not included in Attachment III.

d. Attachment V Products List.

e. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.

f. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.

g. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

h. Any and all forms, documentation or other requirements as contained in this RFP.

Caution: Failure to break down cost elements may render the Cost proposal non-responsive.

13. SUBMISSION OF PROPOSAL:

13.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal along with ten (10) CD ROMs, and one (1) original (duly marked) and ten (10) copies of the Cost (Business) proposal, **are required**, and shall be delivered to the following address. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

13.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the opening / closing of the solicitation. All addenda MUST be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the time and date of the opening/closing of the bid or must accompany the bid. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. Offerors are encouraged to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.

13.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.

13.4. Each original, set of the ten (10) copies, and CD's of the proposal shall consist of:

a. Cover sheet (DPSM32)

b. Technical proposal as required in the Special Provisions, paragraph 11 **TECHNICAL PROPOSAL INSTRUCTIONS**.

c. Cost proposal as required in the Special Provisions paragraph 12, **COST PROPOSAL INSTRUCTIONS**. (Appendix B and all other forms, CD's, as requested in this RFP must be included in the Cost proposal).

13.5. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

14. PRICING:

14.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years will be based on the Consumer Price Index (CPI-U), may be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant indices.

14.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).

14.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

14.4. Pricing for Section A, Technology Products/Equipment; all prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract, unless otherwise stated in this solicitation (reference Section 5, Products/Equipment and/or Services/Solutions, sub paragraph 5).

15. DELIVERY/TIME OF PERFORMANCE:

15.1. Fairfax County requires that delivery be made at destination within the shortest time frame possible. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 7:30 A.M. and 4:30 P.M. on regular County business days unless other arrangements have been made.

15.2. The County may pickup orders from the vendor when it is in the best interest of the County. In these instances the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.

16. LATE PROPOSALS:

16.1. **Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.**

17. PERIOD THAT PROPOSALS REMAIN VALID:

17.1. Proposals will remain valid for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

18. BASIS FOR AWARD:

SPECIAL PROVISIONS

18.1. The County of Fairfax reserves the right to award the contract in the aggregate, by section, by product, by individual service, or any combination, whichever is in the best interest of the County.

18.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.

18.3. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

18.4. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

18.5. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

A. PROVEN EXPERIENCE of the company's success in providing Technology Products/Equipment and/or Technology Services/Solutions on a nationwide and local basis in a timely manner.

B. Depth of Response to TECHNICAL PROPOSAL (Ref. Special Provisions paragraph 11).

C. Depth of Response to COST (BUSINESS) PROPOSAL (Ref. Special Provisions paragraph 12).

D. Where PRICING is a discount from Price List, the Price List Sheets shall be the currently published National Standard Manufacturer's Price Lists or other objectively verifiable criteria. Each offeror shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission.

E. Depth of Response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (Paragraph 5).

Each offeror shall attach to each page of their pricing schedule one copy of one price list or retail price sheet, **clearly marking the item and column to which the discount is applied,** for each item bid. **FAILURE TO PROVIDE THE PRICE LISTS MAY BE CAUSE FOR REJECTION OF THE BID. IF COUNTY STAFF CANNOT IDENTIFY THE ITEM ON THE MANUFACTURER'S PRICE LIST OR VENDOR'S RETAIL PRICE SHEET, AND VERIFY THE OFFERORS PROPOSED PRICE, THE PROPOSAL MAY BE REJECTED.**

18.6. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

18.7. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

18.8. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

18.9. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

19. INSURANCE:

19.1. The Contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

19.2. The Contractor shall, during the continuance of all work under the Contract provide the following:

a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than $100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

b. The contractor agrees to maintain Commercial General Liability insurance in the amount of $1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.

c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

d. The contractor agrees to maintain Professional Liability insurance in the amount of $1,000,000 per occurrence/aggregate to cover each individual professional staff.

e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

f. Rating Requirements:

1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.

2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

g. Indemnification:

Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.

h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.

i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.

19.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

19.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

19.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

19.6. If an "ACORD" Insurance Certificate form is used by the Contractor's Insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

20. METHOD OF ORDERING:

20.1. The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.

20.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.

20.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.

SPECIAL PROVISIONS

20.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

20.5. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with JPMorgan/Master Card. Contractors are encouraged to accept this method of receiving orders.

Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.

20.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.

20.7. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

20.8. The Department of Purchasing and Supply Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3268, TTY 1-800-828-1140.

21. REPORTS AND INVOICING:

21.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report

21.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:

A. Employee name;
B. The name of the County department;
C. Date of services
D. The type of services; and,
E. The itemized cost for each item/service.

21.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 21.2, A-E. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

22. PAYMENTS:

22.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County.

23. ELECTRONIC PAYMENT OPTION:

23.1. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email

and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.

24. CHANGES:

24.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

24.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

25. DELAYS AND SUSPENSIONS:

25.1. The Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.

25.2. The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that were to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.

26. ACCESS TO AND INSPECTION OF WORK:

26.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

27. PROJECT AUDITS:

27.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:

a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;

b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;

c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,

d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.

SPECIAL PROVISIONS

27.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

27.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

27.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

27.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

28. OTHER SERVICES:

28.1. The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.

29. DATA SOURCES:

29.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

30. SAFEGUARDS OF INFORMATION:

30.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

31. ORDER OF PRECEDENCE:

31.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

32. SUBCONTRACTING:

32.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance http://www.dba.state.va.us; the Virginia Department of Minority Business Enterprise http://www.dmbe.state.va.us/; local chambers of commerce and other business organizations.

SPECIAL PROVISIONS

32.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

33. NEWS RELEASE BY VENDORS:

33.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

34. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

34.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

34.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

I. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than $50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

General Conditions and Instructions to Bidders

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:

   1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or

   2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.

b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.

c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.

d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

   1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

   2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or

other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted either a) in the special mailing envelope provided by the Department of Purchasing and Supply Management or b) have the solicitation number, subject, and date/time of opening/closing clearly marked on the outside of any other wrapper used.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: http://www.fairfaxcounty.gov/dpsm/solic.htm.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own

General Conditions and Instructions to Bidders

local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

d. The quality of performance of previous contracts or services;

e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

g. The quality, availability and adaptability of the goods or services to the particular use required;

h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

i. The number and scope of the conditions attached to the bid;

j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and

k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract.

General Conditions and Instructions to Bidders

If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,

b. General Conditions and Instructions to Bidders,

c. Special Provisions and Specifications,

d. Pricing Schedule,

e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.

b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.

b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

General Conditions and Instructions to Bidders

33. TERMINATION OF CONTRACT FOR CAUSE-

a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. VENDOR RELATIONS DIVISION-

a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.

b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to

insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years.

d. As used in this contract, the term "minority business" means a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.

e. As used in this contract, the term women-owned business means a business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

f. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

g. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the

General Conditions and Instructions to Bidders

Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

General Conditions and Instructions to Bidders

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.

b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.

d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.

e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.

b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.

c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.

d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or

proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so

serious as to justify suspension or debarment action:

(a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

(b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;

7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

General Conditions and Instructions to Bidders

c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

78. IMMIGRATION REFORM AND CONTROL ACT: Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

RFP CHECKLIST

NAME OF OFFEROR:_____

ADDRESS: _____

_____

E-MAIL ADDRESS: _____

Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____
Telephone Number: (___) _____
E-Mail Address: _____

Fiscal Representative: _____
Telephone Number: (___) _____
E-Mail Address: _____

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
B. Special Provisions & Specifications
C. Appendix A (General Conditions and Instructions to Bidders)
D. Appendix B (RFP Checklist, Price Summary & Instructions, BPOL Form, Debarment/Suspension Certification, Listing of Local Public Bodies, Business Classification Schedule, Subcontractor's Notification Form).
E. Any and all forms as required to be submitted in reference to this RFP.

_____
Typed Name and Title

_____
Signature

_____
Date of Submission

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in: Virginia ☐ Yes ☐ No
  Fairfax County ☐ Yes ☐ No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

_____
_____
_____
_____
_____
_____
_____

_____ _____
Signature Date

For Office Use Only:

- Company name and address: _____
  _____
- Amount of Contract Award $ _____
- Fairfax County Department:
  _____
- Department Contact _____ Phone No. _____
- Company Contact _____ Phone No. _____
- Nature of business_____

Complete and return this form or a copy of your current Fairfax County Business License with your proposal. Contract award may not be made without it.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.

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).

3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years..

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box X on line 3.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
1.	___ B	___ Y	**Regardless of Ownership**
2.	___ C	___ A	**Women-Owned**
3.	___ X	___ V	**Minority-Owned**

PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

NAME OF FIRM: _____

COUNTY OF FAIRFAX

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification Code: _____**(from Business Classification Schedule)**

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor (ref. paragraph 32, Special Provisions). Please complete this form and return it with your bid package.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal. Contract award may not be made without it.

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Participating Public Agency Certificate ('Lead Public Agencies") to be appended and made a part hereof and other government agencies that register electronically with U.S. Communities or otherwise execute a Participating Public Agency Certificate ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Participating Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.

5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 North Main Street, Suite 700, Walnut Creek, CA 94596-3722.

10. This agreement shall take effect after execution of the Lead Participating Public Agency Certificate or Participating Public Agency Participation Certificate or electronic registration, as applicable.

U.S. communities Administration Agreement

This ADMINISTRATION AGREEMENT (THIS "Agreement") is made this _____ day of _____, ____, between the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") and _____(herein "Supplier").

RECITALS

WHEREAS, the _____(herein "Lead Public Agency") has entered into a Master Agreement dated _____, Agreement No. _____, by and between the Lead Public Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of _____ (herein "Product & Services");

WHEREAS, said Master Agreement provides that any state, local government, school district, higher education institution, other government agency and nonprofit organizations (herein "Participating Public Agencies") may purchase Product at prices stated in the Master Agreement;

WHEREAS, U.S. Communities is an instrumentality of government with the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies with regard to other Master Agreements offered through the U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other Master Agreements;

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis throughout the United States ;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit I and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

3. U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the U.S. Communities under this Agreement including, but not limited to, the Supplier's obligation to provide the indemnification and insurance.

4. The Supplier shall perform all of its duties, responsibilities and obligations in the time and manner as required to be performed by the Supplier as set forth in the Master Agreement.

5. U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier hereby agrees that the Agency shall act in the capacity of administrator of purchases under the Master Agreement.

6. With respect to any purchases by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Public Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Lead Public Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The Agency makes no representation or guaranty with respect to any minimum purchases by Lead Public Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

2. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to U.S. Communities shall survive the term of this Agreement.

MUTUAL COMMITMENTS

3. U.S. Communities Commitments to Program Suppliers

Marketing – U.S. Communities will proactively and jointly market the Supplier's contract to Agencies nationwide throughout the United States through a network of major sponsors (NLC, NACo, USCM, ASBO & NIGP) and state-level sponsors. In addition the U.S. Communities staff will enhance the Supplier's marketing efforts through in-person meetings with public agencies, participation in key events and tradeshows and by providing online tools to the Supplier's sales force.

Training – U.S. Communities is dedicated to training and educating the Supplier sales force. The U.S. Communities Program Managers' primary focus is the education, training and engagement of the Supplier's sales force. The Program Managers will conduct face to face training sessions as well as conduct joint calls to major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentations, documents and information to assist the Supplier field sales force in effectively promoting their U.S. Communities contract.

Knowledge Management Support – U.S. Communities will provide resources and tools to enable the Supplier to leverage the program's knowledge and data. Prior to implementation, the Supplier's sales force will be provided access to a private login site that contains marketing, training and targeting data.

SUPPLIER COMMITMENTS

U.S. Communities views the relationship with an awarded Program Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Suppliers.

The successful foundation of the partnership requires Commitments from both U.S. Communities and the Suppliers. U.S. Communities asks each Supplier to make the Commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the Agreement:

A. Corporate – A commitment that U.S. Communities is actively supported by Supplier's senior executive management with a focus on the following:

- U.S. Communities will be the Supplier's primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government

U.S. communities Administration Agreement continued

agencies and nonprofit organizations herein collectively all known as "Participating Public Agencies".

- A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.

- Upon authorization by the Participating Public Agency transition such Participating Public Agencies to the Supplier's U.S. Communities contract.

B. Pricing – A commitment that Supplier's U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Participating Public Agencies. If a Participating Public Agency is otherwise eligible for lower pricing through any other Supplier contract, the Supplier will match the pricing under U.S. Communities.

C. Economy - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

D. Sales – A commitment that the Supplier will market U.S. Communities throughout the United States through a Supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as Supplier's primary offering to Participating Public Agencies.

The Corporate, Pricing, Economy and Sales Commitments are the foundation of the relationship between U.S. Communities and its suppliers. The Commitments are not negotiable. If a supplier is found to be in violation and/or non-compliance with one or more of the U.S. Communities Commitments, the supplier will have ninety days to provide resolution and come into compliance. Failure to do so will result in removal from the U.S. Communities national program.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

PROGRAM STANDARDS

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier's organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

Senior Management Account Representative and Team – The Supplier shall provide a Senior Management Account Representative with the authority and responsibility for the overall success of the U.S. Communities contract within the Supplier's organization. The supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the Supplier's staff to requests for contact from public agencies. Additionally, the supplier shall provide the personnel necessary to implement and support a supplier-based internet web page dedicated to the Supplier's U.S. Communities program and linked to the U.S. Communities website.

Participating Public Agency Access - Establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage with:
  - U.S. Communities standard logo with Founding Co-Sponsors;
  - Copy of original Request for Proposal or Invitation to Bid;
  - Copy of contract and amendments between Lead Public Agency and Supplier;
  - Summary of products and pricing;
  - Electronic link to U.S. Communities' online registration page;
  - Other promotional material as desired.
- A dedicated toll free national hotline for U.S. Communities
- A dedicated email address for general inquiries, "uscommunities@(name of supplier.com)

Electronic Registration - The Supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities' online registration process prior to processing the Participating Public Agency's first sales order.

Sales Report - The supplier is responsible for accurate and timely reporting of all Participating Public Agency sales. Suppliers are required to comply with the following key reporting requirements;

The report is to be submitted within 30 days of the previous month's Participating Public Agency sales in the prescribed format set forth in the Agreement.

Exception reporting – U.S. Communities will send to each vendor an exception report that details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarter.

Online Reporting - Within 60 days of each calendar quarter, U.S. Communities will provide online reporting available to the supplier with updated sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

Administrative Fees - The supplier is responsible for paying to U.S. Communities an administrative fee on all Participating Public Agency sales volumes within 30 days of the previous month's Participating Public Agency sales as set out in the Agreement. Reported sales volumes and respective administrative fee payments shall be denominated in U.S. Dollars.

U.S. communities Administration Agreement continued

Quarterly Review - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier's performance of Supplier Commitments and Program Standards outlined herein.

U.S. Communities Awareness - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier's goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the U.S. Communities logo. U.S. Communities will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Lead Public Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

Branding and Logo Compliance – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities related marketing material must be submitted to U.S. Communities for review.

Sales Force Training - Supplier is responsible for the training of its national sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

FEES & REPORTING

11. Supplier shall pay U.S. Communities a quarterly administrative fee in the amount of 1% of the total purchase price for the first $10 million in annual sales; 1.5% of the total purchase price for the next $10 million in annual sales; 2% of the total purchase price for the next $320 million in annual sales; and 2.5% of the total purchase price for annual sales of $340 million and beyond, , excluding taxes, for all purchases under the Master Agreement and provide the Agency with an electronic accounting report, in a format prescribed by the Agency, summarizing all purchases under the Master Agreement. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.

12. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public Agencies. U.S. Communities and Lead Public Agency reserve the right to audit the accounting for a period of four (4) years from the date the U.S. Communities receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Lead Public Agency or U.S. Communities. Monthly reports and the monthly administrative fee are due within 30 days of the previous month's Participating Public Agency sales as set forth above. The U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the administrative fee to program sponsors and state associations of government.

13. Failure to provide a monthly report and/or payment of the administrative fee within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at the U.S. Communities sole discretion. All administrative fees not paid within 30 days of the previous month's Participating Public Agency sales shall bear interest at the rate of 1 1/2% per month until paid. Administrative fee payments shall be made by check or wire to U.S. Communities or the Designee or Trustee as may be directed in writing by U.S. Communities.

14. U.S. Communities or its designee may, at its sole discretion, compare public agency records with reports submitted by Supplier. If there is a discrepancy, U.S. Communities will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to the U.S. Communities reasonable satisfaction. If the Supplier does not so resolve the discrepancy, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports and Supplier shall be obligated to reimburse U.S. Communities costs and expenses for such audit.

GENERAL PROVISIONS

15. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he may be entitled.

17. This Agreement and U.S. Communities rights and obligations hereunder may be assigned at U.S. Communities sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities obligations hereunder.

18. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

A. U.S. Communities

U.S. communities Administration Agreement continued

2033 N. Main Street, Suite 700
Walnut Creek, CA 94596
Attn: Program Manager Administration

B. Lead Public Agency

_____
_____
_____
_____
_____

C. Supplier

_____
_____
_____
Attn: U.S. Communities Program Manager

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

20. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

22. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California as a contract executed and delivered within the State of California and to be fully performed within the State of California.

23. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the U.S. Communities Government Purchasing Alliance has caused this Agreement to be executed in its name and the Supplier has caused this Agreement to be executed in its name, all as of the date first above written.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

Signature_____

By _____
[Typed name]

SUPPLIER: _____

Signature_____

By _____
[Typed name]

U.S. communities Administration Agreement continued

Addendum #1 – Affiliated Programs

U.S. Communities recently established Canadian Communities, an affiliated program in Canada to offer certain qualified contract awards. U.S. Communities will continue to explore other international opportunities as practical based upon the capacity of contract suppliers to properly serve public agencies internationally;

Understanding that all Suppliers may not have the capacity or want to focus on Canadian Communities or other affiliated programs, U.S. Communities offers these opportunities on a voluntary basis to Suppliers.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

_____Supplier wishes to participate and has the capacity to serve Canadian public agencies and other international opportunities, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

_____Supplier does not wish to participate in Canadian Communities and other international opportunities.

SUPPLIER: _____

Signature_____

By _____
[Typed name]

U.S. communities Administration Agreement continued

ADMINISTRATION AGREEMENT GUIDELINES

Corporate Commitment Guidelines

1. The supplier must demonstrate in their RFP response and throughout the term of their contract that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as an executive(s) with companywide authority.

2. The supplier's field force (direct and/or authorized dealer / rep agency etc.) must lead with their U.S. Communities contract when calling on public agencies nationwide. If the supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) U.S. Communities is required to be the lead offering not just one of the supplier's options. If a supplier meets resistance or an objection to utilizing U.S. Communities from a public agency, prior to offering an alternate contract option, the suppliers sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the public agency's objection then the supplier is permitted to pursue other options.

3. In states where the supplier has an existing state contract, U.S. Communities expects the supplier to notify the state of its U.S. Communities contract and transition the state to U.S. Communities upon the state's request. Regardless of whether or not the state decides to transition to U.S. Communities, U.S. Communities expects the supplier to lead with the U.S. Communities contract to the local public agencies within the state. Local public agencies include but are not limited to; counties, cities, school districts, special districts, community colleges, colleges, universities and non-profits. The above applies to other cooperatives held by the supplier.

4. U.S. Communities recognizes that the main value for a supplier to participate in the U.S. Communities program is to generate new incremental revenue. To ensure the credibility of the program U.S. Communities requires its suppliers to inform their existing public agency customers of their U.S. Communities contract. If an existing public agency client requests to be transitioned to the supplier's U.S. Communities contract, U.S. Communities expects the supplier to transition the client and report the client's purchases to U.S. Communities going forward

SUPPLIER'S INITIAL: _____
DATE: _____

Supplier Pricing Commitment Compliance Guidelines

U.S. communities Administration Agreement continued

It is U.S. Communities expectation that the standard pricing offered through the supplier's U.S. Communities contract is generally the lowest overall available pricing net to buyer to state and local agencies nationwide. The supplier does have recourse available to come into compliance with the U.S. Communities pricing commitment when a pre-existing contract and / or a public agency's unique buying pattern provide one or more public agencies a lower price than the supplier's U.S. Communities contract. The following options are intended for limited use and not as a routine business practice.

1. If the supplier has a contract that is available to one or more public agencies that offers lower pricing than their U.S. Communities contract, the supplier is required to match the pricing under the U.S. Communities contract and make the eligible public agencies aware that the lower pricing is available under their U.S. Communities contract. If one or more of the eligible agencies request to transition to the U.S. Communities contract, the supplier is expected to transition the agency and report the agency's purchases under the U.S. Communities contract going forward. The price match only applies to eligible agencies. Below are three examples of contracts and eligible agencies.

   a. The supplier holds a state contract with lower pricing that is available to all public agencies within the state. The supplier would match the lower state pricing under U.S. Communities and make it available to all public agencies within the state.

   b. The supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. The supplier would match the lower cooperative pricing under U.S. Communities and make it available to the ten public agency cooperative members.

   c. The supplier holds a contract with an individual public agency. The public agency contract does not contain any cooperative language and therefore other public agencies are not eligible to utilize the contract. The supplier would be required to match the lower pricing under the U.S. Communities contract and make it available only to the individual public agency.

2. Occasionally U.S. Communities and its suppliers interact with a public agency that has a buying pattern that is a large deviation from the normal public agency buying pattern that causes the supplier's U.S. Communities pricing to be non-competitive and / or higher than an alternative contract held by the supplier. The cause could be created by a unique end user preference or requirement. When this occasion arises the supplier has the ability to address the issue by lowering the price under the U.S. Communities contract on the item(s) causing the large deviation. The supplier would not be required to lower the price for other agencies.

SUPPLIER'S INITIAL: _____
DATE: _____

Public Agency Solicitation Response Guidelines

U.S. communities Administration Agreement continued

While it is the objective of the U.S. Communities program to have public agencies piggyback on the contracts rather than issue their own bids and RFPs, U.S. Communities recognizes that for various reasons many public agencies will issue their own solicitations. The following options are available to U.S. Communities Suppliers when responding to Public Agency solicitations.

1. Respond with your U.S. Communities contract pricing. If successful the sales would be reported under U.S. Communities,
2. If competitive conditions required pricing lower than the standard U.S. Communities contract pricing, the supplier can submit lower pricing through the U.S. Communities contract. If successful the sales would be reported under U.S. Communities,
3. Do not respond to the bid or RFP. Make the U.S. Communities contract available to the agency to compare against their solicitation responses.
4. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers' U.S. Communities contract pricing.
5. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers U.S. Communities contract pricing. If an alternative response is permitted offer the U.S. Communities contract as an alternative for their consideration.

SUPPLIER'S INITIAL: _____

DATE: _____

Reporting Procedures

Within 30 Days of the previous month's Participating Public Agency sales, monthly reporting is due in the required format. Monthly reporting will include sales reporting for U.S. and Canada, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

Submitted reports will be verified by U.S. Communities against their registration database. Any data that differs with the registration database will be changed prior to processing.

U.S. Communities will send to each supplier an error report which details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report. Any questions should be directed to U.S. Communities in writing to mteixeira@uscommunities.org.

Within 60 days of each calendar quarter, U.S. Communities will provide online reporting available to suppliers, sponsors and agencies with updated quarterly reports. The suppliers will be asked to follow up and report back within 15 days of receiving the notification on specific reports available to them online. In general, these are the areas of concern that suppliers will be requested to review and report back on:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

The above reports are available under your supplier login and are found under " Sales Report." Other reports that are also available and are useful in resolving reporting issues and enabling you to better manage your U.S. Communities contract are:

- Agency Sales by Population/Enrollment Report
- Hot Prospect Sales Report
- New Lead Sales Report
- State Comparison Sales Report
- Advisory Board Usage Report
- Various Agency Type Comparison Reports
- Sales Report Builder

If upon review of sales reports or sales analysis by agencies, sponsors, advisory board members or U.S. Communities staff, a sales reporting discrepancy is highlighted, suppliers will be informed of follow up requirements by e-mail. Suppliers will be expected to provide to U.S. Communities data that sufficiently clarifies sales issues in question in a timely manner so as to be resolved to U.S. Communities' and Lead Agency's reasonable satisfaction within 30 days of written request; and if not resolved U.S. Communities will have the right to conduct an audit and subject late fees to the sales in question. If past due fees are determined payable, once amount is determined, Wells Fargo must receive payment by supplier within 15 days.

U.S. communities Administration Agreement continued

a. STATE NOTICE ADDENDUM:

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Cities, Towns, Villages and Boroughs

CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF ASTORIA OREGON
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF DAMASCUS
CITY OF DUNDEE
CITY OF EAGLE POINT
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FALLS CITY
CITY OF GATES
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF LAKE OSWEGO
CITY OF LAKESIDE

CITY OF LEBANON
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PHOENIX
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF REDMOND
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SANDY
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF SPRINGFIELD
CITY OF ST. PAUL
CITY OF STAYTON
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WILSONVILLE
CITY OF WINSTON
CITY OF WOOD VILLAGE
CITY OF WOODBURN
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
HOUSING AUTHORITY OF THE CITY OF SALEM
KEIZER POLICE DEPARTMENT
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY AND COUNTY OF HONOLULU

Counties and Parishes

ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION

CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JACKSON COUNTY HEALTH AND HUMAN SERVICES
JEFFERSON COUNTY
KLAMATH COUNTY VETERANS SERVICE OFFICE
LAKE COUNTY
LANE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOWA COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY
MAUI COUNTY COUNCIL

K - 12

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
BAKER SCHOOL DISTRICT 5-J
BANDON SCHOOL DISTRICT
BANKS SCHOOL DISTRICT
BEAVERTON SCHOOL DISTRICT
BEND / LA PINE SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANBY SCHOOL DISTRICT

U.S. communities Administration Agreement continued

CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO. 6
CENTRAL SCHOOL DISTRICT 13J
CLACKAMAS EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COQUILLE SCHOOL DISTRICT 8
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CRESWELL SCHOOL DISTRICT
CROSSROADS CHRISTIAN SCHOOL
CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO. 2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS COUNTY SCHOOL DISTRICT 116
DOUGLAS EDUCATION SERVICE DISTRICT
DUFUR SCHOOL DISTRICT NO.29
ELKTON SCHOOL DISTRICT NO.34
ESTACADA SCHOOL DISTRICT NO.108
FOREST GROVE SCHOOL DISTRICT
GASTON SCHOOL DISTRICT 511J
GEN CONF OF SDA CHURCH WESTERN OR
GLADSTONE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM-BARLOW SCHOOL DISTRICT
HARNEY COUNTY SCHOOL DIST. NO.3
HARNEY EDUCATION SERVICE DISTRICT
HEAD START OF LANE COUNTY
HERITAGE CHRISTIAN SCHOOL
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS

U.S. communities Administration Agreement continued

LA GRANDE SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LANE COUNTY SCHOOL DISTRICT 69
LEBANON COMMUNITY SCHOOLS NO.9
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C - SCIO SD
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT - SALEM - KEIZER PS
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
MCMINNVILLE SCHOOL DISTRICT NO.40
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DISTRICT
MT. ANGEL SCHOOL DISTRICT NO.91
MULTISENSORY LEARNING ACADEMY
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE POINT SCHOOL DISTRICT NO.41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH SANTIAM SCHOOL DISTRICT 29J
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
NYSSA SCHOOL DISTRICT NO. 26
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NO.46
OUR LADY OF THE LAKE SCHOOL
PHILOMATH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
PORTLAND ADVENTIST ACADEMY
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAINIER SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REEDSPORT SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J

SEASIDE SCHOOL DISTRICT 10
SEVEN PEAKS SCHOOL
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT
SIUSLAW SCHOOL DISTRICT
SOUTH COAST EDUCATION SERVICE DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
VERNONIA SCHOOL DISTRICT 47J
WEST HILLS COMMUNITY CHURCH
WEST LINN WILSONVILLE SCHOOL DISTRICT
WHITEAKER MONTESSORI SCHOOL
YONCALLA SCHOOL DISTRICT NO.32
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
EMMANUAL LUTHERAN SCHOOL
HANAHAU`OLI SCHOOL
ISLAND SCHOOL
KAMEHAMEHA SCHOOLS
KE KULA O S. M. KAMAKAU

Higher Education

BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIV.
REED COLLEGE
ROGUE COMMUNITY COLLEGE

SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
BRIGHAM YOUNG UNIVERSITY - HAWAII
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies

BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE POLICE
OREGON TOURISM COMMISSION
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII HEALTH SYSTEMS CORPORATION
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION

Special/Independent Districts

BAY AREA HOSPITAL DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT
CHEHALEM PARK AND RECREATION DISTRICT
CITY COUNTY INSURANCE SERVICES
CLEAN WATER SERVICES
COLUMBIA 911 COMMUNICATIONS DISTRICT
COLUMBIA RIVER PUD
DESCHUTES COUNTY RFPD NO.2
DESCHUTES PUBLIC LIBRARY SYSTEM
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
GASTON RURAL FIRE DEPARTMENT
GLADSTONE POLICE DEPARTMENT
GLENDALE RURAL FIRE DISTRICT

HOODLAND FIRE DISTRICT NO.74
HOODLAND FIRE DISTRICT #74
KLAMATH COUNTY 9-1-1
LANE EDUCATION SERVICE DISTRICT
LANE TRANSIT DISTRICT
MALIN COMMUNITY PARK AND RECREATION DISTRICT
MARION COUNTY FIRE DISTRCT #1
METRO
METROPOLITAN EXPOSITION-RECREATION COMMISSION
MONMOUTH - INDEPENDENCE NETWORK
MULTONAH COUNTY DRAINAGE DISTRICT #1
NW POWER POOL
OAK LODGE WATER DISTRICT
PORT OF ST HELENS
PORT OF UMPQUA
REGIONAL AUTOMATED INFORMATION NETWORK
RIVERGROVE WATER DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
SANDY FIRE DISTRICT NO. 72
SUNSET EMPIRE PARK AND RECREATION
THE NEWPORT PARK AND RECREATION CENTER
THE PORT OF PORTLAND
TILLAMOOK PEOPLES UTILITY DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

Nonprofit & Other

ALLFOURONE/CRESTVIEW CONFERENCE CTR.
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
ALZHEIMERS NETWORK OF OREGON
ASHLAND COMMUNITY HOSPITAL
ATHENA LIBRARY FRIENDS ASSOCIATION
BARLOW YOUTH FOOTBALL
BAY AREA FIRST STEP, INC.
BENTON HOSPICE SERVICE
BIRCH COMMUNITY SERVICES, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
BLIND ENTERPRISES OF OREGON
BONNEVILLE ENVIRONMENTAL FOUNDATION
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
BROAD BASE PROGRAMS INC.
CANBY FOURSQUARE CHURCH

CANCER CARE RESOURCES
CASCADIA BEHAVIORAL HEALTHCARE
CASCADIA REGION GREEN BUILDING COUNCIL
CATHOLIC CHARITIES
CATHOLIC COMMUNITY SERVICES
CENTRAL BIBLE CHURCH
CENTRAL CITY CONCERN
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
CHILDPEACE MONTESSORI
CITY BIBLE CHURCH
COAST REHABILITATION SERVICES
COLLEGE HOUSING NORTHWEST
COMMUNITY ACTION TEAM, INC.
COMMUNITY CANCER CENTER
CONFEDERATED TRIBES OF GRAND RONDE
CONSERVATION BIOLOGY INSTITUTE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CORVALLIS MOUNTAIN RESCUE UNIT
COVENANT CHRISTIAN HOOD RIVER
COVENANT RETIREMENT COMMUNITIES
DELIGHT VALLEY CHURCH OF CHRIST
DOUGLAS ELECTRIC COOPERATIVE, INC.
EAST HILL CHURCH
EAST SIDE FOURSQUARE CHURCH
EAST WEST MINISTRIES INTERNATIONAL
ELMIRA CHURCH OF CHRIST
EMMAUS CHRISTIAN SCHOOL
EN AVANT, INC.
ENTERPRISE FOR EMPLOYMENT AND EDUCATION
EUGENE BALLET COMPANY
EUGENE SYMPHONY ASSOCIATION, INC.
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
FAIR SHARE RESEARCH AND EDUCATION FUND
FAITH CENTER
FAITHFUL SAVIOR MINISTRIES
FAMILIES FIRST OF GRANT COUNTY, INC.
FANCONI ANEMIA RESEARCH FUND INC.
FIRST CHURCH OF THE NAZARENE
FIRST UNITARIAN CHURCH
FORD FAMILY FOUNDATION
FOUNDATIONS FOR A BETTER OREGON
FRIENDS OF THE CHILDREN
GOAL ONE COALITION
GOLD BEACH POLICE DEPARTMENT

U.S. communities Administration Agreement continued

GOOD SHEPHERD COMMUNITIES
GRANT PARK CHURCH
GRANTS PASS MANAGEMENT SERVICES, DBA
HEARING AND SPEECH INSTITUTE INC
HELP NOW! ADVOCACY CENTER
HIGHLAND HAVEN
HIGHLAND UNITED CHURCH OF CHRIST
HOUSING AUTHORITY OF PORTLAND
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
IRCO
JUNIOR ACHIEVEMENT
KLAMATH HOUSING AUTHORITY
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
LA GRANDE UNITED METHODIST CHURCH
LANE ELECTRIC COOPERATIVE
LANE MEMORIAL BLOOD BANK
LAUREL HILL CENTER
LIVING WAY FELLOWSHIP
LOCAL GOVERNMENT PERSONNEL INSTITUTE
LOOKING GLASS YOUTH AND FAMILY SERVICES
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
METRO HOME SAFETY REPAIR PROGRAM
METROPOLITAN FAMILY SERVICE
MID COLUMBIA COUNCIL OF GOVERNMENTS
MID-COLUMBIA CENTER FOR LIVING
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
MORNING STAR MISSIONARY BAPTIST CHURCH
MORRISON CHILD AND FAMILY SERVICES
MOSAIC CHURCH
NATIONAL PSORIASIS FOUNDATION
NATIONAL WILD TURKEY FEDERATION
NEW AVENUES FOR YOUTH INC
NEW BEGINNINGS CHRISTIAN CENTER
NEW HOPE COMMUNITY CHURCH
NEWBERG FRIENDS CHURCH
NORTHWEST FOOD PROCESSORS ASSOCIATION
NORTHWEST YOUTH CORPS
OCHIN
OHSU FOUNDATION
OMNIMEDIX INSTITUTE
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
OREGON BALLET THEATRE

OREGON COAST COMMUNITY ACTION
OREGON DEATH WITH DIGNITY
OREGON DONOR PROGRAM
OREGON EDUCATION ASSOCIATION
OREGON PROGRESS FORUM
OREGON REPERTORY SINGERS
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
OSLC COMMUNITY PROGRAMS
OUTSIDE IN
OUTSIDE IN
PACIFIC CASCADE FEDERAL CREDIT UNION
PACIFIC FISHERY MANAGEMENT COUNCIL
PACIFIC INSTITUTES FOR RESEARCH
PARTNERSHIPS IN COMMUNITY LIVING, INC.
PENDLETON ACADEMIES
PENTAGON FEDERAL CREDIT UNION
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
PORT CITY DEVELOPMENT CENTER
PORTLAND ART MUSEUM
PORTLAND BUSINESS ALLIANCE
PORTLAND HABILITATION CENTER, INC.
PORTLAND SCHOOLS FOUNDATION
PORTLAND WOMENS CRISIS LINE
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
REBUILDING TOGETHER - PORTLAND INC.
REGIONAL ARTS AND CULTURE COUNCIL
ROGUE FEDERAL CREDIT UNION
ROSE VILLA, INC.
SACRED HEART CATHOLIC DAUGHTERS
SAIF CORPORATION
SAINT ANDREW NATIVITY SCHOOL
SAINT CATHERINE OF SIENA CHURCH
SAINT JAMES CATHOLIC CHURCH
SALEM ALLIANCE CHURCH
SCIENCEWORKS
SELF ENHANCEMENT INC.
SERENITY LANE
SEXUAL ASSAULT RESOURCE CENTER
SEXUAL ASSAULT RESOURCE CENTER
SHELTERCARE
SHERMAN DEVELOPMENT LEAGUE, INC.
SILVERTON AREA COMMUNITY AID
SISKIYOU INITIATIVE

U.S. communities Administration Agreement continued

SMART
SOCIAL VENTURE PARTNERS PORTLAND
SOUTH COAST HOSPICE, INC.
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SPARC ENTERPRISES
SPOTLIGHT THEATRE OF PLEASANT HILL
SPRINGFIELD UTILITY BOARD
ST. ANTHONY CHURCH
ST. ANTHONY SCHOOL
ST. MARYS OF MEDFORD, INC.
SUMMIT VIEW COVENANT CHURCH
SUNRISE ENTERPRISES
TENAS ILLAHEE CHILDCARE CENTER
THE CHURCH OF JESUS CHRIST OF LDS
THE EARLY EDUCATION PROGRAM, INC.
THE NEXT DOOR
THE OREGON COMMUNITY FOUNDATION
THE SALVATION ARMY - CASCADE DIVISION
TILLAMOOK CNTY WOMENS CRISIS CENTER
TOUCHSTONE PARENT ORGANIZATION
TRAILS CLUB
TRAINING EMPLOYMENT CONSORTIUM
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
UMATILLA-MORROW ESD
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
UNION GOSPEL MISSION
UNITED CEREBRAL PALSY OF OR AND SW WA
UNITED WAY OF THE COLUMBIA WILLAMETTE
US CONFERENCE OF MENONNITE BRETHREN CHURCHES
US FISH AND WILDLIFE SERVICE
USAGENCIES CREDIT UNION
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
VOLUNTEERS OF AMERICA OREGON
WE CARE OREGON
WESTERN RIVERS CONSERVANCY
WESTERN STATES CENTER
WESTSIDE BAPTIST CHURCH
WILD SALMON CENTER
WILLAMETTE FAMILY
WOODBURN AREA CHAMBER OF COMMERCE
WORD OF LIFE COMMUNITY CHURCH
WORKSYSTEMS INC
YWCA SALEM

U.S. communities Administration Agreement continued

AMERICAN LUNG ASSOCIATION
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
EAH, INC.
EASTER SEALS HAWAII
HALE MAHAOLU
HAWAII AGRICULTURE RESEARCH CENTER
MAUI ECONOMIC DEVELOPMENT BOARD
ORI ANUENUE HALE, INC.
ST. THERESA CHURCH
WAIANAE COMMUNITY OUTREACH
WAILUKU FEDERAL CREDIT UNION

Offerors are required to submit a sample Services/Solution Project for each type of Service/Solution Project being proposed. Offerors are encouraged to detail labor categories, labor hours, projected Scope of Work (SOW) and associated price breakdown for a total Service/Solution package.

In addition to the above required submittal, Offerors are required to submit with their RFP response the following sample Services/Solutions Projects.

B. Unified Security Capabilities – Sample SOW

1. Request for Statement of Work

   A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for an upgrade to its enterprise-level asset management system. Below is a brief description of the tasks to be performed.

2. Scope of Services for Asset Management System Upgrade

   The scope of the project is to assist the jurisdiction with an upgrade to a current version of a commercially available asset management software application.

   The offeror's technical support team will provide the following services:

   - Base product installation in the jurisdiction's existing environment
   - Preparation of a requirements gap analysis and of recommendations with respect to how to achieve optimal ROI
   - On-site customization, user training, report development and knowledge transfer

3. Level of Effort – Cost of Services to be Provided

   Below is the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

   - Project Manager
   - Senior Analyst
   - Junior Analyst

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

C. Communications Capabilities – Sample SOW

1. Request for Statement of Work

   A jurisdiction with a population of approximately 68,000 and a work force of approximately 450, has a requirement for state-of-the-art Enterprise IP Telephony technology. Below is a brief description of the tasks to be performed.

2. Scope of Services for VOIP

   Provide for a Plan, Design, and Implementation of an Enterprise IP Telephony Project. The new IP Telephony infrastructure will support approximately 226 IP Stations across 10 locations. This will be a complete turnkey solution implementation that is reliable, scalable, and flexible.

   The offeror shall provide at minimum the following services:

   - Planning and Design
   - Programming, Advance configuration and testing
   - Project Management
   - Installation of Routers and Switches
   - Installation of AVVID and Voicemail
   - Call Manager programming, advance configuration, and testing in the vendor facility
   - Telco (Existing and/or new T1 and Analog services will be used at all sites)
   - Train the Trainer
   - Place and testing of Phones
   - Training of end users
   - Cutover

   The offeror's plan must include, as a minimum, all steps, testing, training, timelines, resources, and milestones necessary to fully satisfy the needs of the jurisdiction.

3. Cost of Services to be provided:

   - Labor categories
   - Hours
   - Equipment
   - Any other cost breakdown associated with this sample project

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

E. Enterprise-wide Imaging – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for enterprise content management and enterprise-wide imaging to scan, classify and capture documents so that their images can be captured through their Documentum/Prodagio application. Once the images have been processed the Documentum/Prodagio system will store the images and allow for them to be routed to the appropriate location within the electronic case record. Below is a brief description of the tasks to be performed.

2. Scope of Services for Enterprise Wide Imaging

The scope of the project is to assist the jurisdiction with scanning virtually all document types and classifying the documents.

The offeror's scanning solution should offer the following solutions:

- Electronically capture images and their associated metadata
- Scan from multiple locations and receive faxed documents
- Color scanning of documents, scan single or multiple page documents, scan documents of various size and condition, scan double-sided documents, and scan to include image enhancement capabilities
- Route documents to individual worker inboxes, site specific holding trays, or case specific holding trays

3. Level of Effort – Cost of Services to be Provided

Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- On-Site Coordinator
- Imaging and Quality Control Technician

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sample Services/Solutions Projects continued

I. Long Term Storage & Retrieval – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for a unified storage environment with multi-protocol support. Below is a brief description of the tasks to be performed.

3. Scope of Services for Unified Storage Architecture Solution

The scope of the project is to assist the jurisdiction with design and implementation of a clustered storage platform to provide a unified storage environment and multi-protocol support.

The offeror's technical support team will provide the following services:

- Analysis of Existing Storage Platforms and attached systems
- Preparation of consolidated Storage Architecture design and implementation plan with respect on how to achieve the following:
    - Improved disk utilization and provisioning
    - Reduce backup windows and improve recovery speed and reliability
    - Improve use of DR infrastructure
    - Generate higher return on investment
- Base product installation in the jurisdiction's existing environment
- Integrate product with jurisdiction's existing environment
- On-site monitoring and validation of product implementation
- Migrate appropriate systems/data to new environment
- On-site admin training and knowledge transfer

3. Level of Effort – Cost of Services to be Provided

Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- Storage Architect
- Storage Engineer/Administrator

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

N. Auto-Redaction – Sample SOW

1. Request for Statement of Work

   A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for a modern solution utilizing state-of-the-art technology to automatically redact without human intervention specific required information from a document or image. Below is a brief description of the tasks to be performed.

2. Scope of Services for Auto-Redaction

   The scope of the project is to assist the jurisdiction with a day forward solution for automated redaction.

   The offeror's technical support team will provide the following services:

   - A day-forward redaction product which must include all imaging and user interface toolkits/capabilities to perform accurate and efficient redactions
   - A detailed plan delineating the Offeror's perspective on the integration of the redaction software into the jurisdictions applications.
   - The plan must include, as a minimum, all steps, testing, training, timelines, resources, and milestones necessary to fully implement the software and its features

3. Level of Effort – Cost of Services to be Provided

   Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

   - Project Manager
   - IT Analyst (Trainer)
   - System Administrator

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sales Force Form

States/Regions	Name of Employee(s) covering State	Title	S.L.E.D Sales 1/1/08-06/30/08
Alabama - AL			
Alaska - AK			
Arizona - AZ			
Arkansas - AR			
California - CA			
Colorado - CO			
Connecticut - CT			
Delaware - DE			
District of Columbia - DC			
Florida - FL			
Georgia - GA			
Hawaii - HI			
Idaho - ID			
Illinois - IL			
Indiana - IN			
Iowa - IA			
Kansas - KS			
Kentucky - KY			
Louisiana - LA			
Maine - ME			
Maryland - MD			
Massachusetts - MA			
Michigan - MI			
Minnesota - MN			
Mississippi - MS			
Missouri - MO			
Montana - MT			
Nebraska - NE			
Nevada - NV			
New Hampshire - NH			
New Jersey - NJ			
New Mexico - NM			
New York - NY			
North Carolina - NC			
North Dakota - ND			
Ohio - OH			
Oklahoma - OK			
Oregon - OR			

Sales Force Form continued

Pennsylvania - PA			
Puerto Rico - PR			
Rhode Island - RI			
South Carolina - SC			
South Dakota - SD			
Tennessee - TN			
Texas - TX			
Utah - UT			
Vermont - VT			
Virgin Island - VI			
Virginia - VA			
Washington - WA			
West Virginia - WV			
Wisconsin - WI			
Wyoming - WY			

File #: 16-183, **Version:** 1

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

Purpose and Recommended Action

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

Background

As the City seeks out ways to more innovatively provide city services, jobs must adapt to address those changes. Department Directors work closely with the Human Resources and Risk Management Department to conduct job studies and make these changes when necessary. At times this may require a change in job duties and/or responsibilities that places the job in a different job classification. When this occurs, a reclassification of the job is necessary. Reclassifications, while permitted under Human Resources Policy 301, do create a change to Schedule 9 of the Fiscal Year (FY) 2015-16 Budget. Human Resources Policy 301.II.A.4 states the following with regard to position reclassifications:

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

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

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

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

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

The Finance & Technology Department is requesting that an existing vacant position be reclassified to a Contracts Program Manager due to the need for a position to provide oversight and perform highly complex administrative and professional work involving the management and administration of contracts that are primarily management, usage and development agreements. Examples include, but are not limited to, the Gila River Arena, Renaissance Hotel & Conference Center, Camelback Ranch Baseball Spring Training Facility, electronic billboards, and wireless contracts for use of right of way with wireless communications equipment and development agreements.

Analysis

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

Previous Related Council Action

On June 9, 2015, Council approved the FY 2015-16 Budget which includes a listing of all approved positions in Schedule 9 of the Budget Book.

Council approved position reclassifications at the June 23, 2015 Council meeting.

Council approved position reclassifications at the August 25, 2015 Council meeting.

Council approved position reclassifications at the October 13, 2015 Council meeting.

Council approved position reclassifications at the December 8, 2015 Council meeting.

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

Community Benefit/Public Involvement

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

Budget and Financial Impacts

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

Positions Recommended for Reclassification
April 26, 2016

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Base Cost for Remainder of FY
0000	Finance and Technology	1000	General	Account Specialist	Contracts Program Manager	Realign to better meet department needs.	4/30/2016	$0.00

File #: 16-176, **Version:** 1

AUTHORIZATION TO ACCEPT AN OUTDOOR SCULPTURE AS GIFT TO THE CITY OF GLENDALE
Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to authorize the acceptance of an outdoor sculpture, a private gift to the City of Glendale by Mr. and Mrs. Richard Whitney.

Background

In 1983, City Council established an ordinance designed to facilitate the inclusion of works of art in public areas. The ordinance directs one percent of the total cost of eligible Capital Improvement Projects (CIP) to be deposited into the Municipal Arts Fund. The general policy states, "The creation of works of art for public places should be encouraged. A policy is therefore established to direct the inclusion of works of art in city facilities."

Earlier this year, Mr. and Mrs. Richard Whitney, contacted the City to express their desire to donate an outdoor sculpture to the City of Glendale in honor of Mr. Whitney's grandparents, who settled in the West Valley in the early 1900s. According to Mr. Whitney,

> "Maude and Clarence Whitney arrived in the Valley in 1910 from Michigan to exchange dry farming for irrigation farming. They, along with eight children, settled at Northern Avenue and Lateral Nineteen. All the children graduated from Glendale Union High School and most remained in Glendale where they were owners of various businesses until they retired or passed away. Unfortunately, no Whitney family members are now living in Glendale and most would be pleasantly surprised at its growth and prominence as a fine place to live, work and play."

Since the inception of the Arts Ordinance, the city has commissioned/acquired over 30 major works of public art, concurrent with development of capital projects throughout the city. In fact, the sculpture "Ascendant" commissioned in 2002 for $53,000 and installed at the Glendale Municipal Airport is by the same artist, Michael Anderson, who created the proposed gift sculpture.

Analysis

The sculpture by artist Michael Anderson (1976) is made of Corten Steel, 7'x3'. Upon staff request, Mr. Whitney obtained an official Fair Market Value Report for the sculpture. Allison Gee, Accredited Senior Fine Arts Appraiser with the American Society of Appraisers, conducted the appraisal. The fair market value of the artwork is $18,000 as of the effective date of valuation, December 31, 2015. The artwork is in good condition.

Mr. and Mrs. Whitney are the 100-percent owners of the artwork and the property on which the artwork is currently located.

Community Benefit/Public Involvement

One of the main goals of the Public Art Program is to distribute arts and culture throughout the city, accessible to all residents. Art is a form of communication that can serve as a connection between citizens and the city in which they live. Thus, public art has the potential of fostering a sense of community identity, instilling a citywide sense of pride and vitality. Adding quality works of art in high traffic public spaces reaffirms the city's commitment to enhancing citizens' experiences of the arts.

On March 24, 2016, the Arts Commission voted to recommend acceptance of the private gift of the Michael Anderson sculpture to the City Council. The Commission and staff recommend installation of the sculpture at the front Xeriscape Garden entry to the Glendale Main Library, with the addition of a dedication plaque.

Budget and Financial Impacts

The costs related to this project will cover the professional removal of the sculpture from the Whitney residence; transportation; installation of a new concrete foundation; installation of the sculpture onto the new foundation and a dedication plaque. The recommended expenditure is from the Arts Fund with no impact to the General Fund.

Cost	Fund-Department-Account
$2,500	**1220-15310-518200, Professional Contractual**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Contract No. C-_____

CITY OF GLENDALE PUBLIC ART GIFT ACCEPTANCE AGREEMENT

This GIFT ACCEPTANCE AGREEMENT ("Agreement") is entered into on _____, 2016 (The "Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City"), and Linda L. Whitney and Richard H. Whitney, ("DONORS").

RECITALS

WHEREAS, CITY agrees to accept a gift from DONORS, a Corten steel sculpture by ARTIST Michael Anderson, hereinafter referred to as WORK, for the aesthetic enrichment of CITY generally and for enhancement for the immediate geographic area in which it will be situated; and

WHEREAS, DONORS wish to donate the WORK to CITY pursuant to the terms and conditions contained herein, and

WHEREAS, with City Council approval, the City Manager is authorized to approve and execute this AGREEMENT, and

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS HEREINAFTER SET FORTH, IT IS AGREED AS FOLLOWS:

1. DONORS agree to donate to CITY the WORK and CITY agrees to accept the WORK attached hereto and incorporated by reference herein as Exhibit A, a photograph of the WORK. The WORK is "untitled," a 7' by 3' Corten steel sculpture by Michael Anderson (1976).

2. DONORS shall provide CITY with a notarized Gift Deed for the WORK attached hereto and incorporated by reference herein as Exhibit B.

3. DONORS shall provide CITY with a Certified Fine Art Appraisal Report conducted by an accredited appraiser through the American Society of Appraisers. The Appraisal Report must have been conducted within the last 12 months from the date of this AGREEMENT. Said document shall be attached hereto and incorporated by reference herein as Exhibit C.

4. Title to WORK shall vest in CITY upon execution of AGREEMENT. The CITY may reproduce faithful images of the WORK for non-commercial use, including, but not limited to, public information, educational and catalog purposes without written consent of DONORS.

5. CITY shall be responsible for removal, relocation and installation of WORK upon execution of this AGREEMENT.

6. CITY shall provide a permanent plaque, which shall include the name of the WORK and the ARTIST; the date of the installation; the names of the DONORS and the dedication to Maude and Clarence Whitney.

7. CITY shall clean and maintain the WORK in accordance with DONORS' written recommendations for the care, maintenance, preservation and handling of the WORK. CITY shall, however, have sole discretion to determine when and if maintenance is required and the extent of such maintenance.

8. CITY shall have the right to determine when and if repairs and restorations to the WORK will be made.

9. The parties agree that the WORK is not specific to any site. CITY, in its sole discretion, shall determine where the WORK will be situated. CITY has the right to remove the WORK from the site where it has been installed at any time. If CITY removes the WORK, it will make reasonable efforts to place the WORK on other suitable property of CITY. If WORK is to be relocated within CITY, DONORS or their agents will be notified in advance.

10. COMMUNICATIONS. Any communications and/or deliverables required under this Agreement shall be deemed sufficiently given when personally delivered or mailed via US Certified Mail, return receipt requested, and addressed as follows (or to any other address agreed upon in writing by both parties):

To City: City of Glendale
Public Art Program
5959 West Brown Street
Glendale, Arizona 85302

With copy to: City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

To Donors: Linda L. Whitney and Richard H. Whitney
5735 North Harding Drive
Paradise Valley, Arizona 85253

11. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the CITY and DONORS. No oral representation has been made by any of the parties. This AGREEMENT may not be amended, changed, modified or rescinded except in writing signed by all parties and any attempt at oral modification of this Agreement shall be void and of no effect.

12. GOVERNING LAW. This AGREEMENT shall be governed by and construed under the laws of the State of Arizona and any court actions related to this AGREEMENT shall be filed in Maricopa County, Arizona.

13. FULL FORCE AND EFFECT. This AGREEMENT shall be in full force and effect only when it has been executed by the duly authorized representatives of the DONORS and the CITY.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Kevin Phelps, City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

DONORS:

Linda L. Whitney

Linda L. Whitney

Richard H. Whitney

Richard H. Whitney

EXHIBIT A

Artwork

Untitled Sculpture by Michael Anderson
Dimensions: 7' x 3'
Materials: Corten Steel
Year: 1976

EXHIBIT B

Gift Deed

GIFT DEED

Linda L. Whitney and Richard H. Whitney hereby give the following personal property to the City of Glendale, Arizona, in memory of Clarence and Maude Whitney:

1976 Corten Sculpture by Michael Anderson; 7' x 3'.

Dated this 28th day of December, 2015.

Linda L. Whitney

Richard H. Whitney

State of Arizona

County of Maricopa

The foregoing Gift Deed was acknowledged before me this 28th day of December, 2015, by Linda L. Whitney and Richard H. Whitney.

(Seal and Expiration Date)

ANNETTE G. BENNEY
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 14, 2017

Notary Public

RHW:agb 2518593.1 12/29/2015

EXHIBIT C

Certified Fine Art Appraisal Report

Allison Gee Fine Art Appraisals

14325 West Verde Lane
Goodyear, Arizona USA 85395
623.535.0631
allisongee@msn.com
allisongee.com

FINE ARTS APPRAISAL REPORT

for

ONE WORK OF ART

DATE OF REPORT: 25 JANUARY 2016

EFFECTIVE DATE OF VALUATION: 31 DECEMBER 2015

DATE OF INSPECTION: 04 JANUARY 2016

TYPE OF VALUE: FAIR MARKET VALUE

INTENDED USE: CHARITABLE DONATION TO:

CITY OF GLENDALE
PUBLIC ART PROGRAM
5959 WEST BROWN STREET
GLENDALE, ARIZONA 85302

THE PROPERTY OF:

MR. and MRS. RICHARD and LINDA WHITNEY
5735 NORTH HARDING DRIVE
PARADISE VALLEY, ARIZONA 85253

APPRAISED BY:

ALLISON D. GEE, M.A.
ACCREDITED SENIOR APPRAISER IN FINE ARTS, AMERICAN SOCIETY OF APPRAISERS
EIN 272540881

Allison Gee Fine Art Appraisals

14325 West Verde Lane
Goodyear, Arizona USA 85395
623.535.0631
allisongee@msn.com
allisongee.com

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Anderson, Michael, Untitled
Description, photographs, market analysis

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Allison Gee Fine Art Appraisals

14325 West Verde Lane
Goodyear, Arizona USA 85395
623.535.0631
allisongee@msn.com
allisongee.com

25 January 2016

Mr. and Mrs. Richard and Linda Whitney
5735 North Harding Drive
Paradise Valley, Arizona 85253

Dear Mr. and Mrs. Whitney:

Enclosed you will find the appraisal report on **one (1) work of art** as described in this report. The appraisal is intended for the function of a charitable donation to the City of Glendale, Public Art Program, 5959 West Brown Street, Glendale, Arizona.

I was advised that you are the 100-percent owners of the artwork. It is applicable to identify any ownership rights or interests in the property to be valued or any known ownership restrictions, encumbrances, leases, covenants, contracts, declarations, special assessments, ordinances, or other items of a similar nature, and I was advised that you are the 100-percent owners of the property.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

I was further advised that the intended users of this appraisal report are you and your delegated representatives.

I inspected and photographed the artwork on 04 January 2016 at your home at 5735 North Harding Drive, Paradise Valley, Arizona.

I have researched and analyzed the artist's market and produced this report as of 25 January 2016. I have included the *Fair Market Value*, that is "the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. If the contribution is made in a property that of a type which the taxpayer sells in the course of his business, the fair market value is the price which the taxpayer would have received if he had sold the contributed property in the usual market in which he commonly sells, at the time and place of the contribution, and, in the case of a contribution of goods in quantity, the quantity contributed. The usual market of a manufacturer or other producer consists of the wholesalers or other distributors to or through whom he customarily sells, but if he sells only at retail the usual market consists of his retail customers. If the donor makes a charitable contribution of property, such as stock in trade, at a time when he could not reasonably have expected to realize its usual selling price but is the amount for which the quantity of property contributed would have been sold by the donor at the time of its contribution." Source: 26 CFR§1.170A-1 c (2).

This definition is provided by the Personal Property Committee of the American Society of Appraisers.

Allison Gee Fine Art Appraisals

14325 West Verde Lane
Goodyear, Arizona USA 85395
623.535.0631
allisongee@msn.com
allisongee.com

The *fair market value* of the artwork is in the total of **$18,000.00 (eighteen thousand dollars)** as of the effective date of valuation, 31 December 2015.

I hereby certify that, to the best of my knowledge and belief, the statements of fact contained in the appraisal are true and correct and that the report has been prepared in accordance with the *2016-2017 Uniform Standards of Professional Appraisal Practice* of The Appraisal Foundation and the Principles of Appraisal Practice and the Code of Ethics of the American Society of Appraisers.

Furthermore, my analysis, opinions and conclusions were developed and this report has been prepared in conformity with the applicable Internal Revenue Service Guidelines.

As required under § 1.170A-13(c)(5)(I), I understand that "a substantial or gross valuation misstatement resulting from an appraisal of the value of property that the appraiser knows, or reasonably should have known, would be used in connection with a return or claim for refund, may subject the appraiser to a civil penalty under § 6695A."

I am a qualified appraiser, as defined as "an individual who (1) has earned an appraisal designation from a recognized professional appraiser organization or has otherwise met minimum education and experience requirements set forth in regulations proscribed by the Secretary; (2) regularly performs appraisals for which the individual receives compensation; and (3) meets such other requirements as may be prescribed by the Secretary in regulations or other guidance. (Section 170(f)11(E)(ii) of the Internal Revenue Service Code.

I have retained a copy of this report and the original notes from which it was prepared. These records are confidential; I will not permit access to them by anyone without your specific written authorization. The appraisal report and all related work files remain the property of the appraiser and is retained for the appropriate time thereafter that such records are required to be maintained by USPAP and consistent with the ASA Code of Ethics. After this required period of record retention, all such information will be destroyed in a manner consistent with providing you confidentiality.

The completion of this appraisal report concludes the work as originally agreed. Should you desire additional work, a new agreement and additional fees will be required.

This report consists of 18 pages. Possession of this report or any copy does not carry with it the right of publication, nor may the same be used for any function by anyone but the above named individuals without the previous written consent of the appraiser, and in any event, only in its entirety and with the proper qualifications. No change of any item in the appraisal report shall be made by anyone other than the appraiser, and the appraiser shall have no responsibility for any unauthorized change.

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14325 West Verde Lane
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allisongee@msn.com
allisongee.com

It has been my pleasure working for you, and please do not hesitate to contact me if I can be of further assistance.

Respectfully submitted,

Allison D. Gee, M.A.
Accredited Senior Appraiser Designated in Fine Arts

Allison Gee Fine Art Appraisals

14325 West Verde Lane
Goodyear, Arizona USA 85395
623.535.0631
allisongee@msn.com
allisongee.com

TYPE OF REPORT

This appraisal is communicated in an Appraisal Report.

INTENDED USE

The intended use of this appraisal report is solely for a charitable donation to the City of Glendale, Public Art Program, 5959 West Brown Street, Glendale, Arizona. This report is not intended for any other use.

INTENDED USERS

The intended users are Mr. and Mrs. Richard and Linda Whitney and their delegated representatives. This report is not intended for any other users.

TYPE OF VALUE

This appraisal concludes *Fair Market Value*.

DEFINITION OF VALUE

The definition for *Fair Market Value* is "the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. If the contribution is made in a property that of a type which the taxpayer sells in the course of his business, the fair market value is the price which the taxpayer would have received if he had sold the contributed property in the usual market in which he commonly sells, at the time and place of the contribution, and, in the case of a contribution of goods in quantity, the quantity contributed. The usual market of a manufacturer or other producer consists of the wholesalers or other distributors to or through whom he customarily sells, but if he sells only at retail the usual market consists of his retail customers. If the donor makes a charitable contribution of property, such as stock in trade, at a time when he could not reasonably have expected to realize its usual selling price but is the amount for which the quantity of property contributed would have been sold by the donor at the time of its contribution." Source: 26 CFR§1.170A-1 c (2).

This definition is provided by the Personal Property Committee of the American Society of Appraisers.

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APPROACHES TO VALUE

There are three Approaches to Value for appraising personal property; all approaches were considered in preparing this appraisal.

The Cost Approach to Value

A procedure to estimate the current costs to reproduce or create a personal property with another of comparable use and marketability.

This approach to value was considered and not used because the subject property cannot be reproduced.

The Income Approach to Value

A procedure to conclude an opinion of present value by calculating the anticipated monetary benefits (such as stream of income) for an income-producing property.

This approach to value was considered and not used because the subject property is not income generating.

The Sales Comparison Approach to Value

A procedure to conclude an opinion of value for a property by comparing it with similar properties that have been sold or are for sale in the relevant marketplace by making adjustments to prices based on marketplace conditions and the properties' characteristics of value.

The Sales Comparison Approach is used because there is a sufficient number of properties in the relevant marketplace comparable to the subject properties on which to base a credible value conclusion.

The aforementioned definitions are as stated in *The Appraisal of Personal Property Principles, Theories and Practice Methods for the Professional Appraiser* published by the American Society of Appraisers.

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LIMITING CONDITIONS AND ASSUMPTIONS

This appraisal report has been prepared subject to the following limiting conditions and assumptions:

This appraisal report has been prepared for the intended use, the intended users and the type of value as stated herein.

The opinion of value is valid only for the effective date of the appraisal.

The appraisal report is only valid in its entirety of 18 pages and is not valid if any page of the report is missing. Reproduction of the report must be done in its entirety.

Ownership of the property was stated to the appraiser. This appraisal is not a certificate of title or a warranty of ownership. Ownership was neither researched nor confirmed.

Information used in the preparation of this report has been obtained from a variety of sources. These sources are assumed to be reliable and accurate. The appraiser assumes no responsibility for errors or omissions provided by these sources.

No change to this report shall be made by anyone other than the appraiser. The appraiser retains the right to amend this appraisal report.

Sales quoted in this report, regardless of origin, do not include any taxes. Auction sales quoted in this report include the standard buyer's premium of that auction house, as of the date of sale (unless otherwise noted).

This appraisal makes no warranty as to the authenticity of the property appraised. Absolute identity is sometimes possible through scientific testing. The property in this appraisal has not been subjected to scientific testing. The role of the appraiser is to witness the existence of the property, identify its nature and condition and conclude its value. The appraiser is giving an opinion of authenticity based on due diligence and the process specified in the report. The Principle of Identification states that if a subject property possesses the same characteristics as an acknowledged genuine property, then the subject property is believed to be genuine.

This appraisal assumes that there are no undisclosed conditions of the subject property that would have a material and/or adverse effect on the value conclusions.

Dimensions are listed as height X width X depth and are listed in inches.

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Photographs used by the appraiser are not considered to be professional in nature, may not be suitable for use in court and are included solely to serve as an adjunct to the descriptions included in this report.

Fees charged for this appraisal are based solely on the length of time expended in appraising the property and are not related to the value of the property appraised. It is understood that the fees paid for this appraisal do not include the services of the appraiser for any other matter whatsoever. In particular, fees paid for this appraisal do not include any of the appraiser's time or services in connection with any statement, testimony or other matters in connection with the property.

This appraisal report is confidential. No part of this report shall be disseminated to the public in any form without the prior written consent of the appraiser. Access to confidential information or the value conclusion will not occur without the expressed written consent of the client, unless ordered by a court of appropriate and competent jurisdiction and/or regulation, or a duly authorized panel of a professional organization.

The values reported in this appraisal is warranted by the appraiser to be valid only on the effective date of the appraisal. Normal fluctuations in the art market may affect the values stated in this report after the effective date.

The reported analyzes, opinions and conclusions of the appraiser are limited by the reported assumptions and limiting conditions, and are the appraiser's personal, unbiased professional analyzes, opinions and conclusions.

The appraiser assumes no responsibility for changes in market conditions nor the inability to locate a potential buyer, at the appraised value, if such is attempted by the owner or another person.

Allison Gee Fine Art Appraisals retains a copy of this appraisal report, together with the assignment workfile for a minimum of five (5) years or two (2) years following the conclusion of any legal proceeding in which the appraiser has given testimony regarding the appraised property, whichever is longer.

The submission of this report concludes this appraisal assignment. Any additional services related to this appraisal shall constitute a new assignment and shall be invoiced according to the appraiser's current fee schedule at the time of the new assignment.

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APPRAISER'S CERTIFICATION

Statements of Fact

To the best of my knowledge and belief, the statements of fact contained in this report are true and correct. The reported analyzes, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyzes, opinions and conclusions.

Ethical Standards

These are my personal, unbiased professional analyzes, opinions and conclusions. These and the report were developed in conformity with the Principles of Appraisal Practice as well as the requirements of the *2016-2017 Uniform Standards of Professional Appraisal Practice* promulgated by The Appraisal Foundation and the Code of Ethics of the American Society of Appraisers.

Inspection of Property

I have made a personal inspection of the property that is the subject of this report.

Professional Assistance

No one provided any significant professional assistance to the person signing this certification.

Appraiser Interest

I have no present or prospective interest or bias in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding the acceptance of this assignment.

Contingent Fees

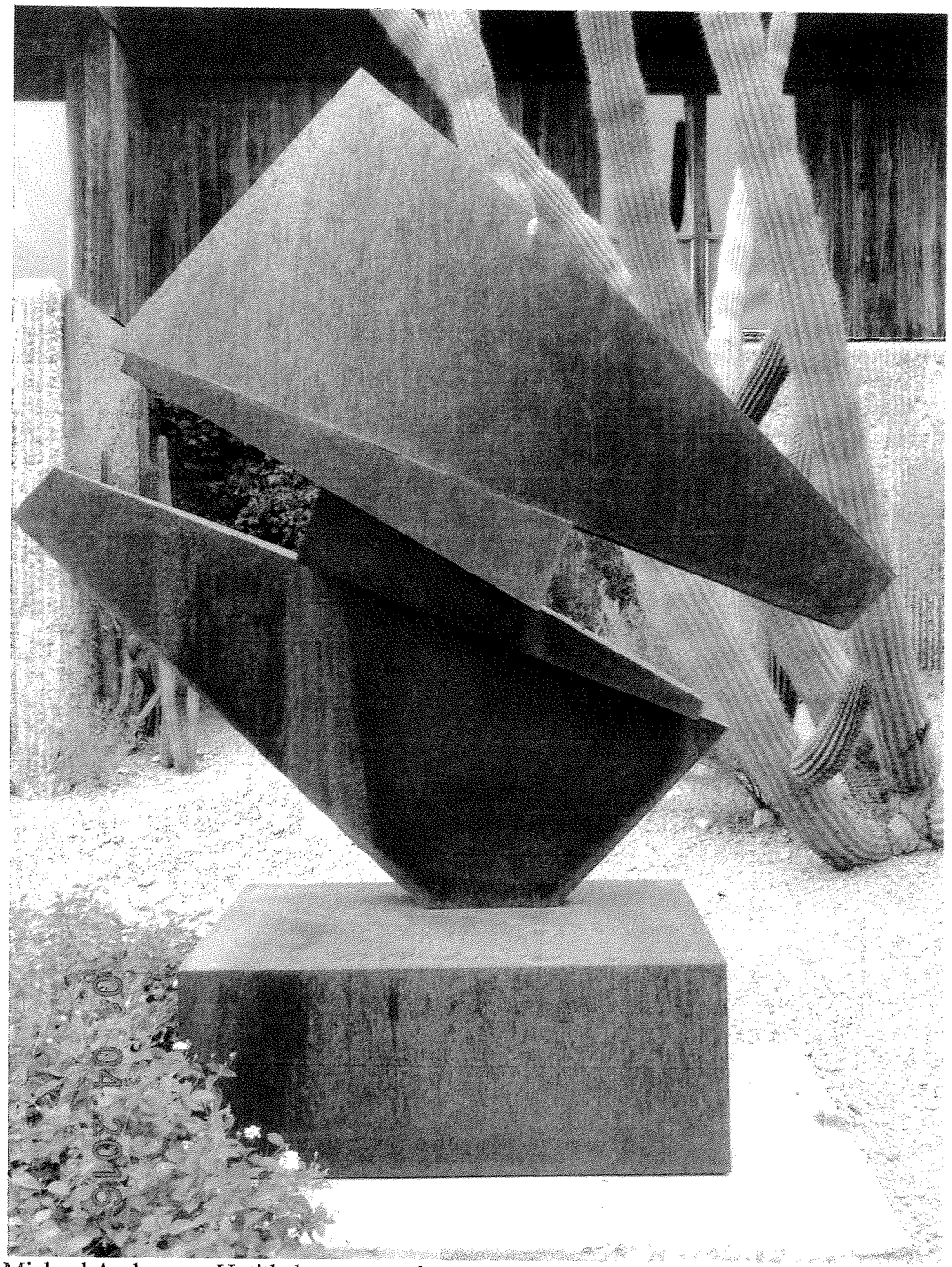
My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the valuation, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.

25 Jan 2016
Date

Allison D. Gee, M.A., A.S.A.

Allison Gee Fine Art Appraisals

14325 West Verde Lane
Goodyear, Arizona USA 85395
623.535.0631
allisongee@msn.com
allisongee.com



Michael Anderson. Untitled corten steel.

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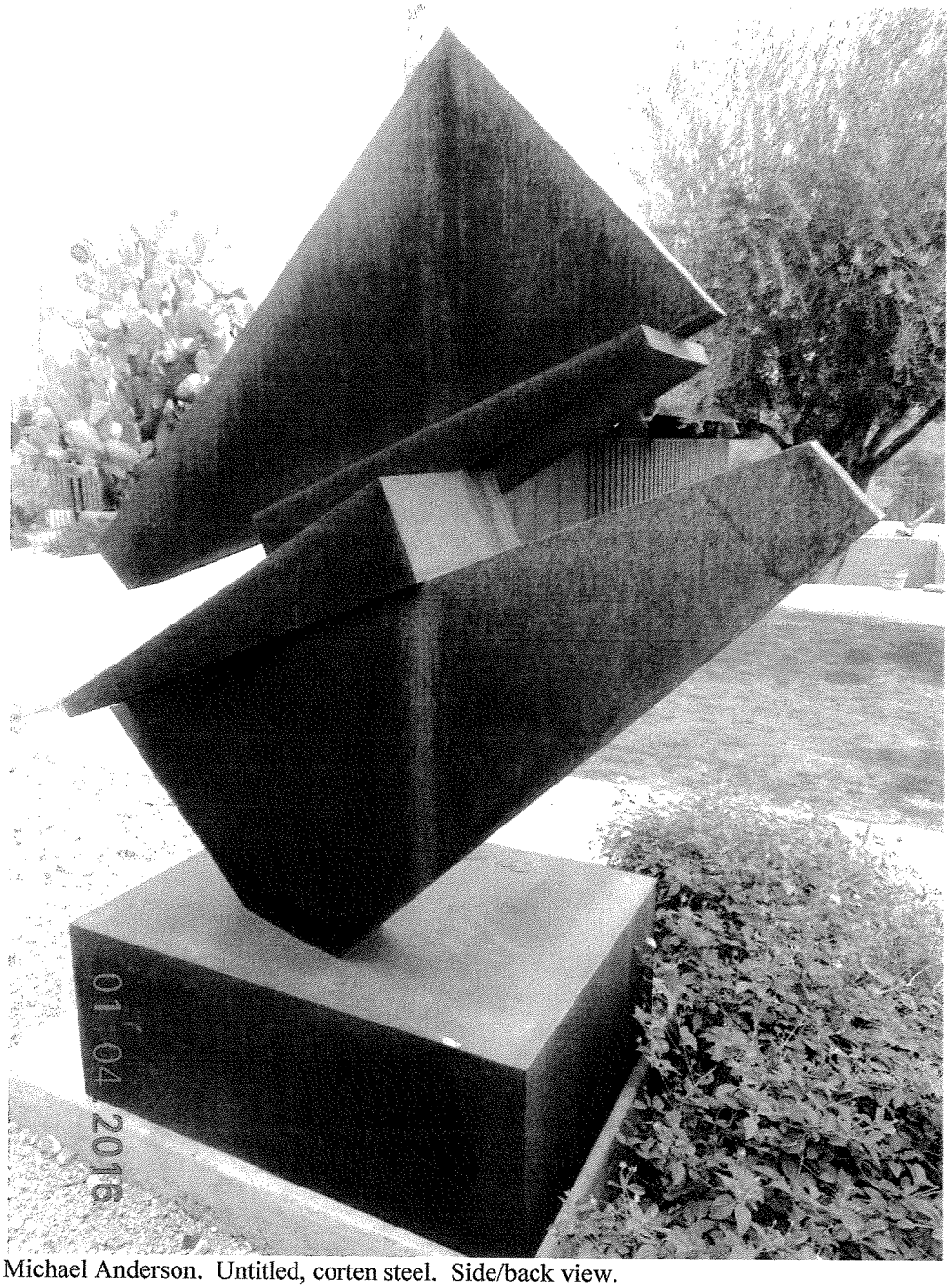
allisongee.com



Michael Anderson. Untitled, corten steel. Side/back view.

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allisongee@msn.com
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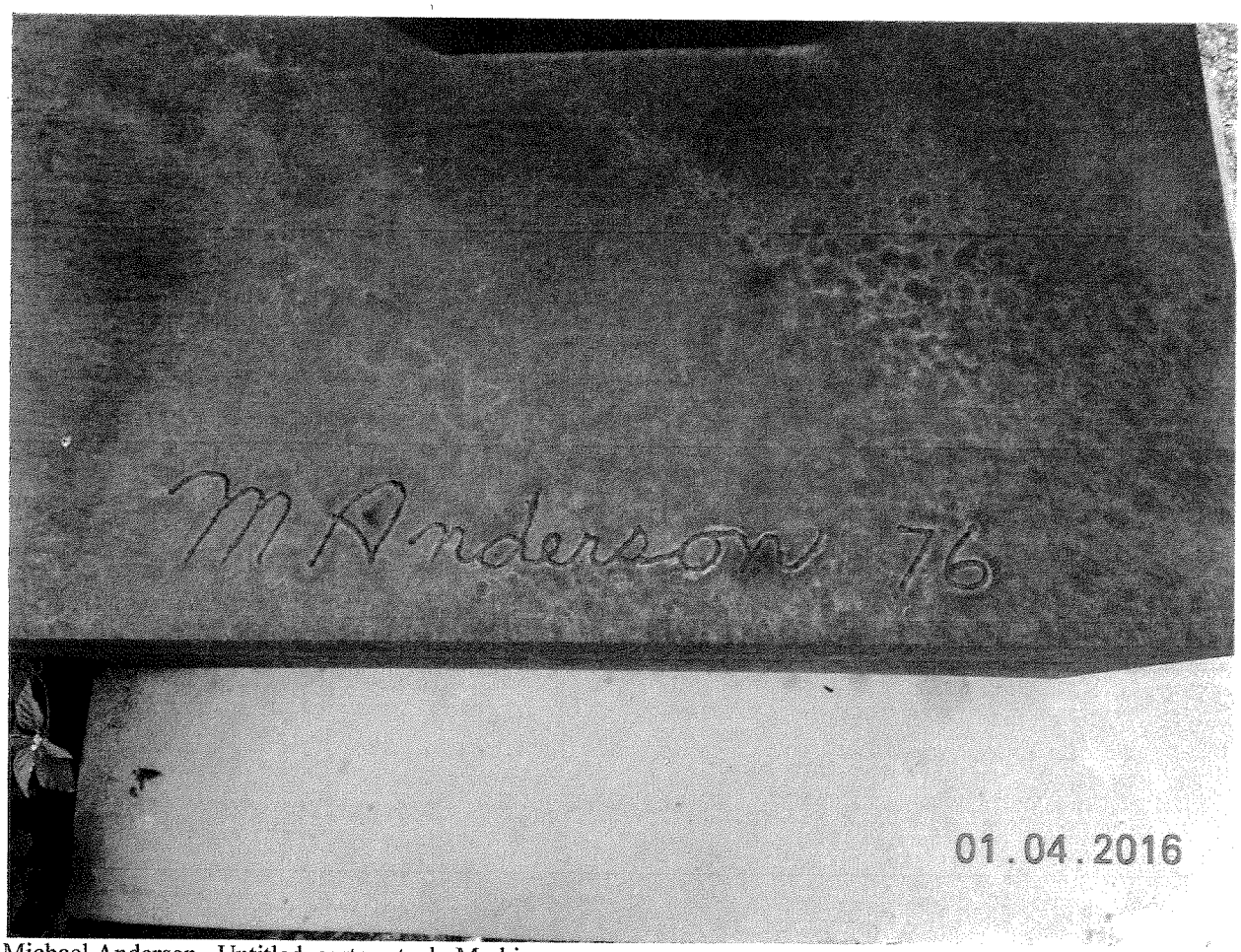

Michael Anderson. Untitled, corten steel. Markings.

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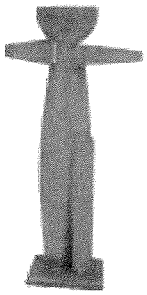

Conception
Steel
78" height X 38" width X 16" depth
Larsen Gallery, Scottsdale, Arizona
Currently offered for $17,000.00

Weight Piece #1
Steel
69" height X 12" width X 12" depth
Larsen Gallery, Scottsdale, Arizona
Currently offered for $11,000.00

Untitled
Steel, 1976
93" height X 39" width X 24" depth
Bonhams, San Francisco, 22 May 2011, Lot 7088
Sold $5,124.00

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Market Analysis

Michael Anderson was born in California in 1945 and grew up in Texas and Nebraska. After moving to Arizona in 1964, he studied fine arts at Phoenix College and Arizona State University. Anderson entered a carpenter's apprenticeship program and built houses and apartment complexes before becoming a professional sculptor in the early 1970s. He has converted a warehouse in downtown Phoenix to use as his studio. Anderson's sculpture can be seen locally at Sky Harbor International Airport, Biltmore Office Park, Scottsdale Center for the Arts, the American Express headquarters and the Tucson Museum of Art. His work also is found in public and private collections across the United States, as well as Canada, Mexico, Switzerland, Australia, the United Arab Emirates and Zaire.

To conclude the *fair market value* of this artwork, I began by researching the artist's markets to find the most common market where one of his works would sell. Because the majority of Anderson's sculptures are large scale, and oftentimes public artworks, there are few auction sales for comparable properties. Bonhams San Francisco sold one of Anderson's steel sculptures in May 2011 for $5,124.00. This untitled piece was created the same year as the Whitney sculpture, 1976, and it measures 93" height X 39" width X 29" depth. Although it is a large sculpture, it is not as deep as the Whitney property, and the symmetry of the Whitney sculpture lends a graceful elegance to the piece. Therefore, I rank the Whitney property higher than the property sold at Bonhams. An additional factor in this sale is the fact that it took place in 2011 when the art market was much weaker than it was in December 2015.

Although Anderson has been working as a sculptor for over thirty years, there is only one sculpture sold at auction that is comparable to the Whitney untitled piece. A willing and knowledgeable buyer would most likely acquire one of the artist's sculptures directly from Anderson or at a gallery such as the Larsen Gallery in Scottsdale, Arizona. The Larsen Gallery currently offers four sculptures by Anderson, and two are larger in scale. *Conception* is steel and measures 78" height X 38" width X 16" depth. It is offered for $17,000.00. *Weight Piece #1* also is steel and measures 69" height X 12" width X 12" depth. It is offered for $11,000.00. Both properties share characteristics of value such as medium and style with the Whitney sculpture, but, despite their large size, they are still smaller than the Whitney piece and are not as complex as the subject sculpture.

I also consulted directly with the artist about the untitled piece, and he advised me that he would sell it for approximately $20,000.00. I took this information into consideration, along with the asking prices at the Larsen Gallery, and I made adjustments, including a standard collector discount, and concluded the *fair market value* to be $18,000.00.

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14325 West Verde Lane
Goodyear, Arizona USA 85395
623.535.0631
allisongee@msn.com
allisongee.com

Allison D. Gee Professional Credentials

In the State of Arizona, Allison D. Gee is one of only three Accredited Senior Appraisers designated and tested in Fine Arts through the American Society of Appraisers. She also earned a Certificate in Appraisal Studies in Fine and Decorative Art from the University of California, Irvine. She has successfully completed the *Principles of Valuation* courses required by the American Society of Appraisers: *Introduction to Personal Property Valuation; Personal Property Valuation Methodology - Research and Analysis; Personal Property Valuation - Report Writing; Personal Property Valuation - The Legal and Commercial Environment;* and *Uniform Standards of Professional Appraisal Practices.* Ms. Gee is in compliance with the Code of Ethics promulgated by the American Society of Appraisers.

In the past eight years, Ms. Gee has completed three IRS symposiums offered by the American Society of Appraisers on valuation issues involving laws and regulations in estate taxes and charitable donations. These symposiums featured several speakers from the IRS, including Ruth Vriend, Director of Appeals for the Art Appraisal Services of the IRS; Karen Carolan, past Chief of the Art Appraisal Services in the Commissioner's Art Advisory Panel Department of the Treasury, IRS; and Joseph Bothwell, past Director of IRS Art Appraisal Services.

Ms. Gee earned a Masters of Art in Art History from Arizona State University in Tempe, Arizona. Her thesis, titled *Beyond the Sensation: The French Embassy's Statue Attributed to Michelangelo*, was published by Arizona State University. She was a Teaching Assistant in the School of Art for five semesters and holds a lifetime teaching certificate in Art History from the Arizona Community Colleges system. She is an Adjunct Faculty member teaching Art History and Humanities for Rio Salado College, where she was awarded Outstanding Adjunct Faculty for 2008.

Ms. Gee recently completed her second term to an elected position on the prestigious International Personal Property Discipline Committee of the American Society of Appraisers. From 2009-2011, she was elected to serve a two-year term on the Executive Board of the International Personal Property Discipline Committee. She is active in the Phoenix-Metro Chapter of the American Society of Appraisers (ASA), and she was elected to serve as an officer of the local chapter for the 2002-2003, 2003-2004 and 2004-2005 years. She was President of the chapter from 2005-2007.

Ms. Gee has studied art and conducted research at many of the world's finest museums, including the Metropolitan Museum of Art in New York and the Casa Buonarroti in Florence, Italy. Prior to opening her own practice, Ms. Gee worked as an art appraiser at Corinne Cain, Ltd. in Phoenix, Arizona.

She is involved in the local arts community and is a member of the Phoenix Art Museum Circles of Support and the Scottsdale Museum of Contemporary Art. She was a Founding Member of the Advocacy for the Arts at the Arizona State University College of Law. Ms. Gee is a past Board Member of Art Link, the oldest all-volunteer arts organization in downtown Phoenix.

Legislation Description

File #: 16-142, **Version:** 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE SERVICE AGREEMENT WITH ASSIGNMENT STAFFING SERVICES, LLC, DOING BUSINESS AS LAB SUPPORT, AND APPROVE THE EXPENDITURE OF FUNDS TO PROVIDE TEMPORARY LABORATORY TECHNICIAN STAFF

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to amend the service agreement C-10591 with On Assignment Staffing Services, LLC dba Lab Support (Lab Support), to provide temporary laboratory technician staff, and approve expenditure of funds in an amount not to exceed $82,000 for service through September 30, 2016.

Background

The current agreement for Lab Support provides temporary Laboratory Technician staff to fill a vacant position through April 30, 2016. We are requesting further extension of the agreement through September 30, 2016. The Laboratory Technician position functions as part of the Water Quality Laboratory. The Laboratory Technician collects samples of finished water and treated wastewater for chemical and microbiological analysis; prepares containers and equipment for sampling; and performs chemical inventories at the compliance laboratory facility. The Water Quality Lab has three Laboratory Technician positions; two positions are currently filled by permanent employees.

Analysis

On January 20, 2016, the City entered into an agreement for Lab Support to provide temporary laboratory technician staff to cover the vacant position through April 30, 2016. The City of Glendale Materials Management approved the use of this agreement as a special procurement. This amendment extends the service through September 30, 2016 when it is expected the vacant lab tech position will be filled by a permanent employee after a recruitment process.

Community Benefit/Public Involvement

Accurate sampling is a critical part of the job function of the Laboratory Technician. If a sample is not collected properly, the analytical result is invalid and could cause a notice of violation. This could result in resampling and public notification. Accurately processing microbiological and wet chemistry samples and data are necessary in order to correctly interpret water quality. Failure to accomplish these tasks could mean that the health and safety of the public is at risk. The Laboratory Technician assists the Water Quality Laboratory by assuring the compliance with the Safe Drinking Water Act (SDWA) and the Clean Water Act (CWA).

Budget and Financial Impacts

Funding is available in the Water Services FY2015-16 operating budget. Budget appropriation thereafter is contingent upon Council approval. Total expenditures are not to exceed $82,000 for the entire term of this agreement.

Cost	Fund-Department-Account
$82,000	**2360-17420-518200, Water Quality**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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AMENDMENT NO. 1
SERVICE AGREEMENT
WITH
ON ASSIGNMENT STAFFING SERVICES, LLC DBA LAB SUPPORT
(Contract No. C-10591)

This Amendment No. 1 ("Amendment") to the Service Agreement ("Agreement") is made this _____ day of _____, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and On Assignment Staffing Services, LLC, dba Lab Support, a Delaware limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

A. City and On Assignment Staffing Services, LLC dba Lab Support ("Contractor") previously entered into Service Agreement with On Assignment Staffing Services, LLC dba Lab Support, Contract No. C-10591, dated January 20, 2016("Agreement"); and

B. The Service Agreement had an initial term through April 30, 2016; and

C. The Service Agreement is being extended based on mutual written agreement of the parties; and

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

AGREEMENT

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

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

2. **Term.** The term of the Agreement is extended from May 1, 2016 through September 30, 2016, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work remains unchanged.

4. **Compensation.** Contractor's compensation is changed to an amount not to exceed $82,000.

5. **Insurance Certificate.** Current certificate will expire on October 1, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

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

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

CITY OF GLENDALE, an Arizona municipal corporation

_____

Kevin R. Phalps, City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael D. Bailey, City Attorney

On Assignment Staffing Services, LLC, a Delaware limited liability corporation dba Lab Support

_____

By: BAHER RIZKALLA

Its: Authorized Representative

Legislation Description

File #: 16-149, **Version:** 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE SOFTWARE MAINTENANCE AGREEMENT WITH TMMI - TECHNICAL MARKETING MFG INC. - GE INTELLIGENT PLATFORMS, FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to amend the software maintenance agreement C-8795 with TMMI - Technical Marketing Mfg Inc. - GE Intelligent Platforms (TMMI-GE) for the annual software maintenance for the Supervisory Control and Data Acquisition (SCADA) system and approve the expenditure of funds in an amount not to exceed $56,956.83 for the term of the amendment, and to authorize the City Manager, at his discretion, to extend the agreement for two additional one-year terms, in an amount not to exceed $176,047.86 over the next three years.

Background

Water Services SCADA system provides real-time data of operational performance to monitor and evaluate the operation of the water treatment plants, wastewater reclamation facilities, and remote sites for both the water distribution and wastewater collection systems. The software component of the SCADA system provides the electronic transmission of data between the main server and remote sites. TMMI-GE is the copyright holder of the current GE Intelligent Platform software.

Analysis

TMMI-GE is the sole provider of the software maintenance, upgrade and support services. No alternatives exist for vendor support of this software which is critical to the efficient management of the system. TMMI-GE ensures that issues are addressed with the technical expertise of the software developer and any required system updates are installed as quickly as possible.

Materials Management has reviewed and approved the sole source procurement request for TMMI-GE. The approval is based on compatibility with the existing equipment and unique service.

Previous Related Council Action

On December 18, 2014, Council approved the expenditure of funds in an amount not to exceed $57,363.98 for the annual software maintenance for the SCADA systems with TMMI-GE.

On February 11, 2014, Council authorized the City Manager to enter into an annual software maintenance agreement with TMMI-GE in the amount of $57,363.98 for the SCADA systems.

On January 22, 2013, Council authorized the City Manager to enter into a one-year software maintenance agreement with TMMI-GE in the amount of $60,450.80.

Community Benefit/Public Involvement

The SCADA system ensures system operation integrity and security in the delivery of high-quality water services to residents and businesses in Glendale.

Budget and Financial Impacts

Funding is available in the Water Services FY2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval. Total expenditures are not to exceed $176,047.86 for the remaining term of this agreement.

Cost	Fund-Department-Account
$56,956.83	**2360-17120-522700, Water Services Information Management**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

AMENDMENT NO. 2
TMMI - TECHNICAL MARKETING MFG INC - GE INTELLIGENT PLATFORMS
(Contract No. C-8795)

This Amendment No. 2 ("Amendment") to the TMMI -Technical Marketing Mfg Inc - GE Intelligent Platforms Agreement ("Agreement") is made this _____ day of _____, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and GE Intelligent Platforms, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and GE Intelligent Platforms, Inc. ("Contractor") previously entered into TMMI -Technical Marketing Mfg Inc - GE Intelligent Platforms Agreement, Contract No. C-8795, dated February 11, 2014("Agreement"); and

B. The Agreement had an initial one-year term beginning October 31, 2013 through October 30, 2014 and provided the option to extend for an additional four (4) years in one-year increments; and

C. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from October 31, 2014 through October 30, 2015; and

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

AGREEMENT

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

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

2. **Term.** The term of the Agreement is extended for a one-year period from October 31, 2015 through October 30, 2016, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work is amended per Exhibit A.

4. **Compensation.** The compensation of the Agreement is amended and shall not exceed $56,956.83 for the renewal period with a not to exceed amount of $176,047.86 over the next three (3) one-year periods.

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

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

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

CITY OF GLENDALE, an Arizona municipal corporation

_____

Kevin R. Phelps, City Manager

ATTEST:

_____

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael D. Bailey, City Attorney

GE Intelligent Platforms, Inc., a Delaware corporation

_____

By: CHRISTOPHER SHIRLEY

Its: CFO GE INTELLIGENT PLATFORMS

Exhibit A

City of Glendale - CSN - 10181000

GE-IP Proficy Key List

Rev 11/4/2015

Trade-In

Globalcare Renewal 10/31/2015 through 10/30/2016
with Trade-In iClients and Scada for iClientTS

New License from trade-In - 23 Additional iClientTS licenses

Step Down

Item #	Part #	Product Description	Comments - Keep or Trade-In	Serial #	Qty	GC Cost with 20% discount
1	1230000004	Keyless Disk (M4)	Trade In	100210742		
	IC647IFPLDV00150M	iFIX Plus SCADA 150 I/O Development (M4 Part)			1	
2	1230000004	Keyless Disk (M4)	Trade In	100210747		
	IC647IFPLRN00300M	iFIX Plus SCADA 300 I/O Runtime (M4 Part)			1	
3	1230000004	Keyless Disk (M4)	Keep for Pyramid Primary Server	100210750		
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$ 1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$ 524.82
4	1230000004	Keyless Disk (M4)	Step Down for Runtime Pyramid Secondary S	100210752		
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)	Backup Scada - Runtime		1	$ 500.93
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$ 262.41
5	1230000004	Keyless Disk (M4)	Keep for Arrowhead Primary Server	100210759		
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$ 1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$ 524.82
6	1230000004	Keyless Disk (M4)	Step Down for Runtime Arrowhead Secondar	100210760		
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)	Backup Scada - Runtime		1	$ 500.93
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$ 262.41
7	1230000004	Keyless Disk (M4)	Keep for Cholla Primary Server	100210765		
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$ 1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$ 524.82
8	1230000004	Keyless Disk (M4)	Stepdown to Runtime Cholla Secondary Serv	100210777		
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)	Backup Scada - Runtime		1	$ 500.93
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$ 262.41
9	1230000004	Keyless Disk (M4)	Keep for West Area Primary Server	100210778		
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$ 1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$ 524.82
10	1230000004	Keyless Disk (M4)	Stepdown to Runtime West Area Secondary S	100210781		
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)	Backup Scada - Runtime		1	$ 500.93
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$ 262.41

11	1230000004	Keyless Disk (M4)	Keep for Oasis Primary Server	100210784			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$	1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	524.82
12	1230000004	Keyless Disk (M4)	Stepdown to Runtime Oasis Secondary Serve	100210791			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)	Backup Scada - Runtime		1	$	500.93
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	262.41
13	1230000004	Keyless Disk (M4)	Keep as Development machine at Pyramid	100210807			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$	1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	524.82
14	1230000004	Keyless Disk (M4)	Keep as Development machine at Cholla	100210818			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$	1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	524.82
15	1230000004	Keyless Disk (M4)	Keep as Development machine at Arrowhead	100210829			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$	1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	524.82
16	1230000004	Keyless Disk (M4)	Keep as Development machine at West Area	100210831			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$	1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	524.82
17	1230000004	Keyless Disk (M4)	Keep as Development machine at Oasis	100210832			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$	1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	524.82
18	1230000004	Keyless Disk (M4)	Stepdown to Runtime for thick client Pyramic	100210867			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1	$	584.39
19	1230000004	Keyless Disk (M4)	Trade In	100210872			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
20	1230000004	Keyless Disk (M4)	Stepdown to Runtime for thick client at Arro	100211164			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1	$	584.39
21	1230000004	Keyless Disk (M4)	Trade In	100211166			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
22	1230000004	Keyless Disk (M4)	Stepdown to Runtime for thick client at Choll	100211169			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1	$	584.39
23	1230000004	Keyless Disk (M4)	Trade In	100211173			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
24	1230000004	Keyless Disk (M4)	Stepdown to Runtime for thick client at West	100211177			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1	$	584.39
25	1230000004	Keyless Disk (M4)	Trade In	100211183			

	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
26	1230000004	Keyless Disk (M4)	Stepdown to Runtime for thick client at Oasis	100211584			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1	$	584.39
27	1230000004	Keyless Disk (M4)	Trade In	100211585			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
28	1230000004	Keyless Disk (M4)	Keep for Future?	100211604			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1	$	584.39
29	1230000004	Keyless Disk (M4)	Trade In	100211611			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
30	1230000004	Keyless Disk (M4)	Trade In	100211614			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
31	1230000004	Keyless Disk (M4)	Trade In	100211616			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
32	1230000004	Keyless Disk (M4)	Trade In	100211628			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
33	1230000004	Keyless Disk (M4)	Trade In	100211634			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
34	1230000001	Keyless Disk (M1)	Keep for Future?	100217757			
	IC647IFPLDVUNLMTK	iFIX Plus SCADA Unlimited Development (M1 Kit Part)			1	$	1,385.98
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	524.82
	~~91121670300C~~	~~M81:Modicon Modbus 1 for Win 95 & NT CD Ver 7.X~~			~~1~~		
35	1230000004	Keyless Disk (M4)	Trade In	100217768			
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)			1		
36	1230000004	Keyless Disk (M4)	Trade In	100217770			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
37	1230000004	Keyless Disk (M4)	Trade In	100217771			
	IC647IFPLRN00150M	iFIX Plus SCADA 150 I/O Runtime (M4 Part)			1		
38	1230000004	Keyless Disk (M4)	Keep for Development at IT	100217772			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$	1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	524.82
39	1230000004	Keyless Disk (M4)	Keep for Development at IT	100217774			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$	1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	524.82
40	1230000004	Keyless Disk (M4)	Trade In	100217775			
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)			1		

41	1230000004	Keyless Disk (M4)	Trade In	100217776			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1		
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1		
42	1230000004	Keyless Disk (M4)	Trade In	100217777			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1		
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1		
43	1230000004	Keyless Disk (M4)	Keep for 83rd lift station	100239952			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$	1,385.70
	~~91102071600C~~	~~MBE:Modicon Modbus Ethernet Ver. 7x Win NT~~			~~1~~		
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	524.82
44	1219040002	Security Key - M4 USB	Trade In	100271635			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1		
45	1219040002	Security Key - M4 USB	Keep for Zone 4	100271639			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			1	$	1,385.70
	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			1	$	524.82
	~~91102071600C~~	~~MBE:Modicon Modbus Ethernet Ver. 7x Win NT~~					
46	1219040002	Security Key - M4 USB	Trade In	100271641			
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)			1		
47	1230000004	Keyless Disk (M4)		100349019			
	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)			1	$	584.39
48	1219040002	Security Key - M4 USB	Keep for TS at Pyramid	200084707			
	IC647IFUBSTSM	iFIX iClientTS User Base Support (M4 Part)	Add 3 with Trade-In		1	$	834.90
	IC647IFCLNTS010M	iFIX iClientTS 10 Additional Users (M4 Part)			1	$	2,003.55
49	1230000004	Keyless Disk (M4)	Keep	200119428			
49.1	IC646IFCLNTCRO005M	iFIX iClient Read Only 5 PK Keyless (M4 Part)			1	$	834.90
50	1219040002	Security Key - M4 USB	Keep for TS at Arrowhead	200191954			
	IC647IFUBSTSM	iFIX iClientTS User Base Support (M4 Part)	Add 5 with Trade-In		1	$	834.90
	IC647IFCLNTS005M	iFIX iClientTS 5 Additional Users (M4 Part)			1	$	1,001.91
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46
51	1219040002	Security Key - M4 USB	Keep for TS at Cholla	200191955			
	IC647IFUBSTSM	iFIX iClientTS User Base Support (M4 Part)	Add 5 with Trade-In		1	$	834.90
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46
	IC647IFCLNTS005M	iFIX iClientTS 5 Additional Users (M4 Part)			1	$	1,001.91
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46

52	1219040002	Security Key - M4 USB	Keep for TS at West Area	200191956			
	IC647IFUBSTSM	iFIX iClientTS User Base Support (M4 Part)	Add 5 with Trade-In		1	$	834.90
	IC647IFCLNTS005M	iFIX iClientTS 5 Additional Users (M4 Part)			1	$	1,001.91
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46
53	1219040002	Security Key - M4 USB	Keep for TS at Oasis	200191957			
	IC647IFUBSTSM	iFIX iClientTS User Base Support (M4 Part)	Add 5 with Trade-In		1	$	834.90
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46
	IC647IFCLNTS005M	iFIX iClientTS 5 Additional Users (M4 Part)			1	$	1,001.91
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)			1	$	200.46
54	1219040002	Security Key - M4 USB	Keep (has already been upgraded to 5k)	200261181			
	IC647HSTSS3KM	Historian Standard Server 2500 Points (M4 Key)			1	$	2,121.12
	IC647HSTCCP25M	Historian Client Connection Pack 25 Users (M4 Key)	option no longer used		1		
	IC647HSTAE3KM	Alarm and Events Option for Historian - Standard Server 2500 Points (M4 Key)			1	$	656.58
55	1219040002	Security Key - M4 USB	Keep (has already been upgraded to 5k)	200261182			
	IC647HSTSS3KM	Historian Standard Server 2500 Points (M4 Key)			1	$	3,283.38
	IC647HSTCCP25M	Historian Client Connection Pack 25 Users (M4 Key)	option no longer used		1		
	IC647HSTAE3KM	Alarm and Events Option for Historian - Standard Server 2500 Points (M4 Key)			1	$	656.58
56	1219040002	Security Key - M4 USB	Keep	200267080			
	IC647HWC001	Proficy Historian Analysis 1 User			1	$	82.45
	IC647HWC001	Proficy Historian Analysis 1 User			2	$	164.90

(Brings each TS server to 15 Users)

Software Trade-In Value:

Globalcare Renewal on new configuration (20% discount as honor for the past 10 years)- 10/31/2015 through 10/30/2016 **$ 56,956.83**

Globalcare Multi Year Renewal based on above changes		Totals
Globalcare Renewal year 1	$	56,956.83
Globalcare Renewal year 2	$	56,956.83
Globalcare Renewal year 3	$	56,956.83
Globalcare Renewal year 4	$	58,665.53
Globalcare Renewal year 5	$	60,425.50
Total:	$	289,961.52

GLENDALE

Materials Management
Sole Source and Special Procurement Request

REQUESTOR INFORMATION:

Requestor: Joe Greth	Date: 11/18/2015	Department: Water Services
Phone Number: 623-930-3919	Email Address: jgreth@glendaleaz.com	

PROPOSED VENDOR INFORMATION:

Proposed Vendor: GE Intelligent Platforms/TMMI	Proposed Vendor Contact: Tanya Boyd
Proposed Vendor Address: P.O. Box 641275	
City, State and Zip Code: Pittsburgh, PA 15264-1275	
Vendor Phone: 1-800-433-2682	Vendor Fax: 780-420-2047
Procurement method requested:	☒ Sole Source ☐ Special Procurement

PURCHASE INFORMATION:

Total Cost of this Order: $56,956.83	One time purchase: Yes ☐ No ☒ Federal Money: Yes ☐ No ☒ If yes, explain funding source:
Fund #: 2360 / Department #: 17120 / Account #: 522700	
Description of the product or service requested: This is the annual software maintenance for the SCADA software and on call support. The SCADA software is responsible for monitoring operational parameters of the treatment plants, well sites, reservoirs and large valves in the distribution system.	

In accordance with Finance Administrative Policy No. 12, I have conducted a good faith review of available sources and determine that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

REQUESTOR CERTIFICATION:

Requestor Joe Greth Division Water Services Date 11/17/2015 11/24/15

DEPARTMENT DIRECTOR APPROVAL:

Director Division Date 11-25-15 11/24/15

MATERIALS MANAGEMENT APPROVAL:

In accordance with Finance Administrative Policy No. 12, I have conducted a good faith review of this request and agree that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

Materials Manager Date 12-1-15 12/8/15

Materials Management requires revaluation and resubmission of a Sole Source Request for this procurement:

Single Use Only: ☐ Annually: ☐
End of first term of Contract: ☐ End of Contract, including any extensions: ☒

GLENDALE

Materials Management
Sole Source and Special Procurement Request

Check the reason(s) below to identify why you have determined the purchase is a Sole Source or Special Procurement and attach supporting documentation. Use only column. A purchase cannot be BOTH a sole source and a special procurement

SOLE SOURCE	SPECIAL PROCUREMT
☒ Compatibility. Indicate system, make, model and function	☐ Presents such limited competition that a competitive bid or proposal process cannot reasonably be used
☐ Unique repair/replacement item. Identify item to be used with previous PO number item purchased, and warranty period	☐ Discourages the use of a competitive bid or proposal as it will result in a substantially higher cost to the city, or will otherwise impair the city's financial interests
☐ Supplementary or necessary part required from same manufacturer. Identify in-house equipment and use with existing system	☐ Substantially impede the city's administrative functions or the delivery of services to the public
☐ Unique Item	☐ Does not qualify as a sole source or emergency
☒ Unique Service	☐ Has only one provider with the experience and capability to successfully perform the contract
☐ Proprietary Specifications (Copyright, patented, etc.)	☐ Presents a significant time constraint as the need was not known in sufficient time to allow for competitive procurement and time is of the essence
☐ Other reasons, if not above. Explain in detail	☐ Other reasons, if not above. Explain in detail

JUSTIFICATION:

Use the Guidelines for Justification of the selected reason(s) above, and provide a full explanation of your reason that the product/service is a sole source or special procurement: The Water Services department is standardized with iFix SCADA software. General Electric Intelligent Platforms (GE IP) is the copyright holder on this technology. TMMI is the only designated support provider for the state of Arizona. GE IP has designated TMMI as the factory endorsed provider of support for the SCADA software.

MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:

Provide a detailed explanation of efforts made to determine the availability of the product or service from any other vendor, including other distributors: Attached is a letter from GE Intelligent Platforms stating that TMMI is the only authorized reseller and support in Arizona.

PREPARER NOTE: If this is a vehicle or technology purchase, concurrence of the Equipment Management Superintendent or the IT Director will be required.

GE
Intelligent Platforms

2500 Austin Drive
Charlottesville, VA 22911
USA

M 513-310-6492
Eulanda.contois@ge.com

November 16, 2015

City of Glendale
Attn: Joe Greth
5850 W. Glendale Ave.
Glendale, AZ 85301-2563

Dear Mr. Greth:

Please accept this letter as a formal certification that GE Intelligent Platforms is the sole Developer, Licensor, and Support Service Provider in the United States for the complete suite of Proficy Software Products as well as QuickPanel Operator Interface Products.

Specifically, Technical Marketing Manufacturing, Inc., is the Authorized GE Intelligent Platforms Representative company and authorized in the state of Arizona for the sales, service & support of the following products:

- Proficy HMI/SCADA iFIX
- Proficy HMI/SCADA Historian
- Proficy Maintenance Gateway
- Proficy Plant Applications
- Proficy Workflow
- Proficy Process Systems
- Proficy Real Time Information Portal
- Proficy Change Management
- Proficy Machine Edition
- QuickPanel Operator Interface Products
- GlobalCare Support Agreements for Software Listed above

In addition, Technical Marketing Manufacturing, Inc., is the authorized GE Intelligent Platforms Representative Company in this geography that is authorized to sell both the QuickPanel and Proficy HMI/SCADA iFIX bundled products.

If you require further information, please do not hesitate to contact me at 513-310-6492.

Sincerely,

Eulanda Contois
Sales Operations Analyst
GE

Proprietary Legal Entity

Quote No.	Quote Date	Rev	Prepared by
1-4311019411	11/4/2015	1	Hazel, Greg

Remit Payment Only To:

GE Intelligent Platforms, Inc.
P.O. Box 641275
Pittsburgh, PA 15264-1275

Send Purchase Order and/or Correspondence to:

TMMI - Technical Marketing Mfg., Inc., Wheat Ridge-9818
5000 ROBB ST STE A BLDG3, STE A,
WHEAT RIDGE CO, 80033-2300 USA

Tel.:1-800-433-2682 (+434-978-5100) Fax:780-420-2047

City of Glendale - Cholla Water Treatment Plant 6210 West Myrtle Avenue GLENDALE AZ, 85304 USA Bill to Contact: Greth, Joe *Bill to CSN: 10181000*	City of Glendale - Cholla Water Treatment Plant 6210 West Myrtle Avenue GLENDALE AZ, 85304 USA End User Contact: Greth, Joe *End User CSN: 10181000*
Quote Expiry 2/3/2016	Currency USD
Sales Representative TECHNICAL MARKETING MANUFACTURING, INC	Primary Sales Representative Hazel, Greg

Line No	Part #	Part Description	Unit Sell Price	Qty	Extended Price
1	205100000000	GlobalCare Complete	USD 56,966.83	1	USD 56,966.83
		Globalcare Renewal and iClientTS Trade-Up per Spreadsheet. All Licenses will be provided in Advantage licensing upon renewal. Globalcare 10/31/2015 through 10/30/2016.			
1.1	1800-0000009	GlobalCare Complete	USD 0.00	1	USD 0.00

Header Notes: Globalcare Renewal 2015 and iClientTS Trade-Up. All Licenses will be provided as Advantage Licensing. Reference "Glendale_GE-IP_Proficy_iClientTS_Trade-Up and Globalcare Renewal_2015.xlsx".

Quote Total: USD 56,966.83

Comments:

This quotation does not include any freight charges or applicable taxes.
Please include the Quotation Number from this document on your Purchase Order.

This quotation is expressly conditioned upon Customer's acceptance of the attached GE Intelligent Platforms' Terms and Conditions. GE Intelligent Platforms, Inc. is not bound by any terms on Customer's order which attempt to impose any condition of variance with GE Intelligent Platforms, Inc.'s terms attached hereto. GE Intelligent Platforms, Inc.'s failure to object to provisions contained in any of Customer's forms shall not be deemed an acceptance of any of Customer's terms or a waiver of the provisions of GE Intelligent Platforms, Inc.'s terms and conditions which shall constitute the entire, final, and exclusive statement of the agreement between the parties.

File #: 16-170, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH EMPIRE SOUTHWEST, LLC, FOR THE COOPERATIVE PURCHASE OF PARTS, SERVICE AND REPAIRS ON HEAVY EQUIPMENT
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Empire Southwest, LLC, for the cooperative purchase of parts, service and repairs on heavy equipment for the City of Glendale Municipal Landfill (Landfill) and Materials Recovery Facility (MRF) in an amount not to exceed $530,000 for the initial partial year of this agreement; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four, one-year renewals, in an amount not to exceed $4,227,502 for the full term of the Agreement.

Background

The Landfill and MRF equipment are utilized for multiple tasks within the Landfill operation. Earthwork, processing waste and recyclables, and road maintenance are the primary functions that create wear on the equipment. The Agreement with Empire Southwest, LLC will be utilized to provide parts, service, repairs and rebuilds on heavy equipment on an as-needed basis as outlined in the Linking Agreement.

Empire Southwest, LLC was awarded a bid by the Maricopa County Department of Transportation to provide goods and services described in the Heavy Duty Truck, Construction and Agricultural/Industrial Fleet and Equipment, Parts Service and Accessories Contract. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract 15021C was awarded on August 1, 2015, and includes an option to renew the term of the contract for an additional four, one-year renewals, allowing the contract to be extended through July 31, 2020.

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

Analysis

The Landfill and MRF will use the Linking Agreement to fulfill operational needs for parts, service, repairs and

rebuilds on Landfill and MRF heavy equipment.

Previous Related Council Action

On November 24, 2015, Council authorized Amendment No. 2 to Contract No. C-9713 for the purchase of a Caterpillar Trash Compactor Certified Power Train Rebuild from Empire Southwest, LLC, for the Landfill, in an amount not to exceed $335,000.

On September 8, 2015, Council authorized the cooperative purchase of Heavy Duty Truck and Equipment Repair from Empire Southwest, LLC, Contract C-10261, for Equipment Management, in an amount not to exceed $225,000 over the term of the Agreement.

On August 11, 2015, Council authorized Amendment No. 1 to Contract No. C-9713 for the purchase of a Caterpillar Loader from Empire Southwest, LLC, for the MRF, in an amount not to exceed $362,969.

On February 24, 2015, Council authorized the cooperative purchase of a Caterpillar trash compactor from Empire Southwest, LLC, Contract No. C-9713, for the Landfill in an amount not to exceed $1,119,512.82.

On June 24, 2014, Council authorized the cooperative purchase of Heavy Duty Truck and Equipment Repair from Empire Southwest, LLC, Contract No. C-9102, for Equipment Management in an exceed $180,000 over the term of the Agreement.

Community Benefit/Public Involvement

The Landfill and MRF are an environmentally sound and long-term solution to solid waste management. The processing of recyclables contributes to the reduction of waste entering the Landfill thus creating the opportunity for the extended life of the Landfill. These components are essential to the future health, welfare and prosperity of Glendale residents.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2015-16 Landfill Operating Budget. Expenditures with Empire Southwest, LLC, are estimated to be $530,000 for the initial year, with a not to exceed amount of $4,227,502 over the entire term of the agreement; contingent upon Council Budget approval.

Cost	Fund-Department-Account
$530,000	**Fund 2440 Landfill Operating and Capital Improvement Plan budgets, various accounts**

Capital Expense? Yes

powered by Legistar™

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EMIPIRE SOUTHWEST, LLC

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 Empire Southwest, LLC, a Delaware limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On August 1, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Heavy Duty Truck, Construction and Agricultural/Industrial Fleet and Equipment Parts, Service and Accessories Contract, Contract No. 15021C ("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, to purchase goods and services under the same terms and conditions as the original contracting party.

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 term of the Agreement, as provided in the Cooperative Purchasing Agreement is the date of award, which was August 1, 2015, until the date the contract expires on July 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 July 31, 2020. The initial

period of this Agreement, therefore, is the period from the Effective Date of this Agreement until July 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for four (4) additional one-year periods, if the Cooperative Purchasing Agreement is extended by the original contracting party. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

   B. Contractor and City agree 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. The rate sheet is attached as Exhibit C.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four million two hundred twenty seven thousand and five hundred and two ($4,227,502) dollars for the entire term of the contract (initial term plus any renewal terms exercised).

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 and updated to demonstrate that the requiste insurance is effective for any renewal period.

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 Ernie Ruiz, Solid Waste Superintendent LF/MRF
6210 W Myrtle, Suite 111
Glendale, Arizona 85301
623-930-4722

and

Empire Southwest, LLC
c/o John Helms
1725 S Country Club Dr.
Mesa, AZ 85210
480-633-4000

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Empire Southwest, LLC,
a Delaware limited liability company

By: _____
Name: John Helms
Title: Vice President/CFO

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EMPIRE SOUTHWEST, LLC

EXHIBIT A

Maricopa County Contract No. 15021C
Heavy Duty Truck, Construction and Agricultural/Industrial Fleet
and Equipment Parts, Service and Accessories

Maricopa County
Office of Procurement Services

Chief Procurement Officer
320 W. Lincoln Street
Phoenix, Arizona 85003
Phone: (602) 506-3987
Fax: (602) 258-1573

July 22, 2015

Empire Southwest, LLC
Empire Machinery
1725 S. Country Club Drive
Mesa, AZ 85210

RE: 15021-C Heavy Duty Truck, Construction and Agricultural/Industrial Fleet and Equipment

Dear Mr. Mark Vander Giessen,

We are pleased to notify you Maricopa County has awarded your firm a contract to supply services and/or commodities per the subject contract with an effective date of August 01, 2015.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award.

If you have any questions regarding the subject bid serial/contract, please contact Nick Perrera at 602-506-3274.

Sincerely,

Nick Perrera, Procurement Officer
Office of Procurement Services

NP/jl
Attach.

cc: Office of Procurement Services
Re: Serial 15021-C

SERIAL 15021 C **HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL, INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

DATE OF LAST REVISION: December 22, 2015 **CONTRACT END DATE: July 31, 2016**

CONTRACT PERIOD THROUGH JULY, 31, 2016

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL, INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 22, 2015. (Effective August 1, 2015)**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/**at**
Attach

Copy to: Office of Procurement Services
Gidget Vigil, Equipment Services

(Please remove Serial 10018-C from your contract notebooks)

SERIAL 15021-C

EMPIRE MACHINERY DBA: EMPIRE TRUCK & TRAILER, 840 N 43RD AVE., PHOENIX, AZ. 85009

COMPANY NAME:	**EMPIRE SOUTHWEST, LLC**
DOING BUSINESS AS (DBA) NAME:	**EMPIRE TRUCK & TRAILER**
MAILING ADDRESS:	**840 N 43RD AVE., PHOENIX, AZ. 85009**
REMIT TO ADDRESS:	**840 N 43RD AVE., PHOENIX, AZ 85009**
TELEPHONE NUMBER:	**602-627-5726**
FACSIMILE NUMBER:	**602-627-5719**
WEB SITE:	**http://empire-tnt.com**
REPRESENTATIVE NAME:	**Sam Ferreri**
REPRESENTATIVE TELEPHONE NUMBER:	**602) 627-5726**
REPRESENTATIVE E-MAIL:	**sam.ferreri@empire-cat.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

☑ NET 30 DAYS

Labor Rates	Unit Price			
Labor Rate Contractor Facility	$118.00			
Labor Rate County Facility	$143.75			
Labor Rate for after hours/overtime (if different)	$177.00			
Labor Rate for Field Service	$143.75			
Labor Rate for Field Service Overtime	$181.80			
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:		per mile		flat fuel charge
1.4 Business Hours				
1.5 Return Policy				
1.5.1 Time limitations	-			
1.5.2 Restocking charge (if any)	-			
1.6 Additional Services Offered:				
1.7 Warranty (define)				
1.8 Additional Participating Locations:				

Maricopa_Part_Prices.xlsx

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011000564 1
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2016.**

SERIAL 15021-C

EMPIRE SOUTHWEST, LLC, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210

COMPANY NAME:	**Empire Southwest, LLC**
DOING BUSINESS AS (DBA) NAME:	**Empire Machinery**
MAILING ADDRESS:	**1725 S. Country Club Dr., Mesa, AZ 85210**
REMIT TO ADDRESS:	**1725 S. Country Club Dr., Mesa, AZ 85210**
TELEPHONE NUMBER:	**480-633-4000**
FACSIMILE NUMBER:	**623-707-1799**
WEB SITE:	**www.empire-cat.com**
REPRESENTATIVE NAME:	**Mark Vander Giessen**
REPRESENTATIVE TELEPHONE NUMBER:	**602-639-0582**
REPRESENTATIVE E-MAIL:	**Mark.Vandergiessen@empire-cat.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	

☑ NET 30 DAYS

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
CAT	See price file		0%
Massey Ferguson	See price file		0%

Labor Rates	Unit Price				Bidder Notes
Labor Rate Contractor Facility	$109.50				
Labor Rate County Facility	$143.75				
Labor Rate for after hours/overtime (if different)	$143.75				Labor Rate for Contractor's Facility Overtime
Labor Rate for Field Service	$143.75				
Labor Rate for Field Service Overtime	$181.80				
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	Hourly Charge only	per mile	Hourly Charge only	flat fuel charge	
1.4 Business Hours	M - F: 6:00am - 6:00pm Sat 7:00am - 12:00pm				
1.5 Return Policy					
1.5.1 Time limitations	-				
1.5.2 Restocking charge (if any)	-				
1.6 Additional Services Offered:	Service after hours parts delivery				
1.7 Warranty (define)	standard 6 months				
1.8 Additional Participating Locations:					

EMPIRE SOUTHWEST, LLC, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210

Maricopa_Part_Prices.xlsx

NIGP CODE:	06066
Terms:	NET 30 DAYS
Vendor Number:	2011000564 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2016.**

HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL / INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for a full line of parts, accessories and service for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.35 and 3.36, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 AUTHORIZED SERVICE FACILITIES:

2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.

2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.

2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling fleet.

2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS / PARTS:

This list is only to provide you with a few of our manufacturers and parts used in our rolling fleet.

MCI TRANSPORT BUS	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM/SWEEPERS
TENNANT SWEEPERS	JCB BACKHOE'S/LOADERS	RACK & PINION
CUMMINS DIESEL ENGINE	TITAN	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
SCORPION ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE

		BOARDS
ATV'S POLARIS/HONDA/YAMAHA	VERMEER-WOOD CHIPPERS	MORBARK BRUSH CHIPPERS
MACK/VOLVO	INTERNATIONAL	TIGER CRANES
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER
PTO	MB – PAINT SRIPPERS	DRIVELINE
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY'S FUEL TANK INSPECTIONS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
AUTOMOTIVE FLEET FASTNERS	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
MASTERRACK	SKIP-LINE	FLEETGUARD
CARRIER A/C	FORD NEW HOLLAND	PETERBUILT
WIX'S FILTERS	BRAKE COMPONENTS	WINDSHIELD WIPERS
SMALL GENERATOR – ONAN/KOHLER	PRESSURE WASHERS	COATS -TIRE MACHINES
INGERSOLL-RAND-AIR COMPRESSORS	HYDRAULIC JACKS	DEF FLUID
CARGO VAN EQUIPMENT-SHELVING/PARTITIONS/LADDER RACKS/BINS	AIR/OIL/WATER/FITTINGS-HOSES REELS	ALTERNATORS/STARTERS

2.1.3 FABRICATION:

The County will have service request for fabrication such as cargo equipment, transport vans, facilities vans and other related fabrications required to outfit the County trade vehicles. If this is part of your business include the manufacturers you carry for Cargo equipment (i.e., shelving, ladder racks, bins, partitions, etc.).

2.2 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor's facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 50 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

3.1.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

3.1.2 After hours/overtime service must be approved prior to providing the service.

3.1.3 Service truck(s) - fully equipped with parts, diagnostic / repair tools, etc. to complete the repairs at no cost to the County. Any unforeseen equipment is required to complete the job include the type of equipment that may be required (i.e. rental equipment) on attachment A.

3.1.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.

3.1.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

3.2 DEFINITIONS:

3.2.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.

3.2.2 Afterhours labor rate – services render after normal business hours.

3.2.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site maximum one (1) hour. This rate shall be the same for all field service calls.

3.2.4 Mileage (if applicable) – to County job site, the 1st 50 miles are free or choose a onetime flat rate fuel charge.

3.3 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

3.3.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 6:00 a.m. to 4:30 p.m.

3.3.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.

3.3.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.

3.3.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:30 a.m. to 4:00 p.m.

3.3.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

3.4 WORK ORDER ASSIGNMENTS:

3.4.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor as an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.

3.4.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

3.5 RESPONSE TIME:

3.5.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.

3.5.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.

3.5.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.

3.5.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.

3.5.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

3.6 STATUS REPORTS:

3.6.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).

3.6.2 The report shall be submitted every day by 4:00 p.m.

3.7 PARTS PRICING:

3.7.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.

3.7.2 Submit price list(s) by hard copy, website access or flash drive / CD. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

3.8 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

3.8.1 It is not the responsibility of the County to pay freight on normal stock items.

3.8.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.

3.8.3 Contractor(s) shall contact the designated service center on all delivery delays.

3.8.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.

3.8.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".

3.8.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

3.9 EXPEDITED DELIVERY:

3.9.1 If the Using Agency determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

3.9.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

3.9.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

3.10 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization to ensure compliance with the terms and conditions of this solicitation.

3.11 WARRANTY:

3.11.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
3.11.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.
3.11.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.
3.11.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.12 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

3.12.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.
3.12.2 Damaged, broken or unsealed packages shall not be accepted.
3.12.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

3.13 STOCK LIFT:

3.13.1 The County reserves the right to sell out current inventory before accepting new manufacturer brands or the contractor(s) may be required to lift current inventory and replace with their brand.

3.14 INVENTORY ADJUSTMENTS:

3.14.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

3.15 SAFETY STANDARDS:

3.15.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

3.16 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

3.17 ADDITIONAL CHARGES &FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

3.18 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

3.18.1 Contract Serial number.

3.18.2 Contractor's name and address.

3.18.3 Using Agency name and address.

3.18.4 Using Agency purchase order number.

3.18.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.19 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

3.20 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.21 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.22 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within TEN (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

3.23 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports determine that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

3.24 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.25 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

3.26 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

3.27 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the

desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.28 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

3.29 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.30 Background Check:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to)the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.31 INVOICES AND PAYMENTS:

3.31.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Hourly rate with hours
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

- Packing list or Parts Invoice

- Note: packing slips must have pricing listed.
- Contract Serial Number
- County purchase order number (if not paid by credit card)

- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

3.31.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.31.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site **(http://www.maricopa.gov/Finance/Vendors.aspx)**.

3.31.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.31.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.32 APPLICABLE TAXES:.

3.32.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.32.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.32.3 **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 Maricopa County 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.

3.33 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.34 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.35 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE)

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. 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 County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.36 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.37 VOLUNTARY EMPLOYEE DISCOUNTS

3.37.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.37.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.5 INSURANCE.

4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

4.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

4.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.5.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.5.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.
Lessee, its contractors and its subcontractors waive all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Lessee, its contractors and its subcontractors pursuant to this Lease.

4.5.11 **Certificates of Insurance.**

4.5.11.1 Prior to Contract **AWARD,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.5.11.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.5.11.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.6 ORDERING AUTHORITY.

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using

Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

4.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.9.2 Make progress, so as to endanger performance of this contract; or

4.9.3 Perform any of the other provisions of this contract.

4.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

4.12.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13 SUBCONTRACTING:

4.13.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.13.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.15 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.15.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.15.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.15.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.16 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.17 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

4.18 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

4.20.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.20.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.20.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.20.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

4.20.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

4.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and 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. All costs necessary to verify compliance are the responsibility of the Contractor.

4.22 CONTRACTOR LICENSE REQUIREMENT:

4.22.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.22.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.23 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

4.23.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

4.23.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.24 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information in its offer and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code and the Arizona Public Records Law.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EMPIRE SOUTHWEST, LLC

EXHIBIT B
Scope of Work

PROJECT

The City of Glendale, Public Works, Landfill/MRF is responsible for the acquisition, management and maintenance of heavy duty off-road equipment. To ensure the continued operations of this fleet, the Glendale Landfill/MRF maintains the fleet on the Landfill site. Annually, the Glendale Landfill/MRF spends approximately $400,000 annually for heavy equipment parts and service. Additionally, the Landfill will be rebuilding two bull dozers, one water pull and one auger scraper in the first, second and third years of the contract which will require an additional $2,427,502 dollars.

SCOPE OF WORK

Contractor agrees to provide parts, accessories and service for heavy duty trucks (1 ½ ton and higher), and construction, agricultural and industrial equipment in accordance with this Agreement.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EMPIRE SOUTHWEST, LLC

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

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. Payment is to be made by the City from the Contractor's invoice submitted to cover items received and accepted. All invoices must include the Purchase Requisition number.

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 $4,227,502 for the entire term of the Agreement (initial term plus any renewal terms exercised).

DETAILED PROJECT COMPENSATION

Purchase requisition is expected but not required to be ordered as detailed below:

Year 1	$ 530,000
Year 2	$ 996,175
Year 3	$1,901,327
Year 4	$ 400,000
Year 5	$ 400,000
Total	$4,227,502

File #: 16-181, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CREATIVE COMMUNICATIONS SALES & RENTALS, INC., FOR THE PURCHASE OF 44 TWO-WAY RADIOS, ACCESSORIES, INSTALLATION AND CREATIVE AIRTIME COMMERCIAL REPEATER SERVICE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Creative Communications Sales & Rentals, Inc. (Creative Communications) in an amount not to exceed $55,351 through the life of this agreement. The term of this agreement is based on the expiration of Creative Communications purchasing contract with the State of Arizona. The agreement is set to expire November 28, 2016, with a one year renewal remaining. The purchase and installation of 44 two-way radios, accessories and repair will not exceed $39,005. The purchase of Creative Airtime Commercial Repeater Service will not exceed $16,346.

Background

In the interest of reducing cost, Transit is opting out of the Regional Wireless Cooperative (RWC) radio system and moving to a less expensive system. The new system requires purchasing new radios as the current radios are not compatible with Creative Communication's 900 MHz system. Staff was informed by the contract administrator that the current system will require an upgrade in the next 18-24 months requiring the purchase of new radios.

Creative Communications was awarded a bid by the State of Arizona to provide installation and repair of two-way radios. Staff is requesting to utilize the cooperative purchase with the Arizona State Cooperative Purchasing Agreement. Contract No. ADSP013-036883, awarded by the State of Arizona on November 29, 2012, and is effective through November 28, 2016, with the option for a single one-year renewal.

Cooperative purchasing allows organizations 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 complies with the intent of Glendale's procurement process. 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

Based on the most recent costs provided by the RWC contract administrator, it would cost Transit

approximately $60,690 over the same period, to remain on the RWC system.

Alternative options were considered such as push-to-talk cell phones and doing away with voice communication entirely. Having no voice communication between the Dispatch Center and the buses would impact service and increase wait times as the dispatchers would have no way of contacting buses. In the event of a medical emergency or accident, the operator would have no means of communication to relay information or receive instructions. Push-to-talk cell phones would have been less expensive as far as equipment cost, but, the equipment was deemed to be less durable and more cumbersome for operators to use, and in the interest of safety, it was determined two-way radios are the better option.

Transit utilizes two-way radios to maintain verbal communication between the Dispatch Center and buses in the field. Two-way radios also allow buses to communicate with each other. Air-time is purchased for a flat monthly fee per radio and includes unlimited air-time access.

Community Benefit/Public Involvement

Transportation services benefit Glendale residents and visitors. Maintaining verbal communication with the buses in the field increases responsiveness, thereby enhancing the level of customer service provided, helps to maintain productivity, and ensures for quicker response times to emergency situations.

Budget and Financial Impacts

Funding is available in the FY 2015-16 Transit Support Capital budget for the purchase and installation of the 44 radios and workstation units, not to exceed $39,005.

Funding for the on-going air-time cost has been identified in Transit's FY 2016-17 and FY 2017-18 base budget, contingent upon Council budget approval, in an amount not to exceed $16,346.

Cost	Fund-Department-Account
$39,005	2210-65014-521000, Transit Support Capital

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
CREATIVE COMMUNICATIONS SALES & RENTALS, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Creative Communications Sales & Rentals, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On November 29, 2012, under the Arizona State Purchasing Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Installation and Repair of Two Way Radios Contract, Contract No. ADSP013-036883 ("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 the 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 November 29, 2012, until the date the contract expires on November, 28, 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 November 28, 2017. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until November 28, 2016. If the term of the Cooperative Purchasing Agreement is extended, the City Manager or designee may renew the term of this Agreement for one-year period periods until the Cooperative Purchasing Agreement expires on November 28, 2017. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such 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 Fifty-Five Thousand Three Hundred Fifty One dollars ($55,351) for the entire term of the Agreement (initial term plus any renewal terms exercised).

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 Jeff Henry
6210 W. Myrtle Avenue, Building S
Glendale, Arizona 85301
623-930-3516
and

Creative Communications Sales & Rentals, Inc.
c/o Nick Spino

3332 E. Broadway Road
Phoenix, AZ 85040

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Creative Communications Sales & Rentals, Inc., an Arizona corporation

By: _____
Name: Jacqueline S. Weisenburger
Title: Chief Operating Officer

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CREATIVE COMUNICATIONS SALES & RENTALS, INC.

EXHIBIT A

State of Arizona Contract No. ADSP013-036883 - Purchase and Installation of Two Way Radios and acessories, and Airtime Commercial Repeater Service three Sites

Master Blanket Purchase Order ADSPO13-036883

Header Information

Purchase Order Number:	ADSPO13-036883	**Release Number:**	0	**Short Description:**	Two-Way Radio
Status:	3PS - Sent	**Purchaser:**	Randy Williams	**Receipt Method:**	Quantity
Fiscal Year:	2013	**PO Type:**	Blanket	**Minor Status:**	
Organization:	State of Arizona				
Department:	ADSPO - State Procurement Office	**Location:**	SPO - State Procurement Office	**Type Code:**	Statewide
Alternate ID:		**Entered Date:**	11/29/2012 02:23:51 PM	**Control Code:**	
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	Yes
Contact Instructions:	Randy Williams (602)542-9143 Randy.Williams@azdoa.gov	**Tax Rate:**		**Actual Cost:**	$0.00
Master Blanket/Contract End Date (Maximum):	11/28/2017 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:	PO Terms & Conditions - OLD Two-Way Radio RFP~1.pdf Two-Way Radio Procurement file~1.zip Change Order Summary 2 - ADSPO13-036883.pdf Creative Commun COI - Expires 5.1.14~1.pdf Offer and Acceptance_ADSPO13-036883.pdf Change Order Summary 3 - ADSPO13-036883.pdf Impact Price Catalog - Informational Guide.pdf Change Order Summary 4 - ADSPO13-036883.pdf Catalog and Pricing-Creative Communication 2.6.14.zip Change Order Summary No .5 ADSPO13-036883.doc COI - Expires 5.1.2015.pdf Change Order Summary 6 - Contract Renewal.pdf Change Order				

Summary No .7 ADSPO13-036883 - Updated Motorola Catalogs.doc 12.18.2014 Updated Motorola Catalog - 1.pdf 12.18.2014 Updated Motorola Catalog - 2.pdf Change Order Summary No .8 ADSPO13-036883 - Updated Motorola Catalogs.doc 1 5 15 U S Professional List.pdf 1 9 15 U S Commercial List.pdf Change Order Summary No .9 ADSPO13-036883 - Updated Vertex Price Book 12.19.2014.doc Vertex Standard Price Catalog12.19.2014.pdf Change Order Summary No . 10 ADSPO13-036883 - Updated Creative Airtime Commercial Repeater Usage 2015.pdf Creative Airtime Commercial Repeater Usage 2015.pdf Change Order Summary No .12 ADSPO13-036883 - Updated State Radio Reference doc.pdf State Radio Pricing Reference doc.pdf COI Change Order Summary No.13 ADSPO13-036883 - COI Expires 5.1.2016.pdf COI - Expires 5.1.2016.pdf Change Order Summary No. 11 ADSPO13-036883 - Contract Extension.pdf

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor:

900001091 - CREATIVE COMMUNICATIONS SALES AND RENTALS INC
Jacki Bals
3332 E. Broadway Rd.
Phoenix, AZ 85040
US
Email:
jacki.bals@creativecom.com
Phone: (602)955-8405
FAX: (602)955-1049
Alt. Reference: Z0001

Payment Terms:	Net 30	**Shipping Method:**	Best Way
Shipping Terms:	As Specified	**Freight Terms:**	Freight Prepaid and Charged Back

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to jacki.bals@creativecom.com at 12/06/2012 08:54:57 AM	12/06/2012 11:40:14 AM
Change Order 1	Emailed to jacki.bals@creativecom.com at 12/21/2012 12:11:59 PM	01/04/2013 09:11:19 AM
Change Order 2	Emailed to jacki.bals@creativecom.com at 10/02/2013 03:18:26 PM	10/02/2013 04:44:09 PM
Change Order 3	Emailed to jacki.bals@creativecom.com at 12/12/2013 05:13:49 PM	12/13/2013 03:11:01 PM
Change Order 4	Emailed to jacki.bals@creativecom.com at 02/06/2014 02:52:37 PM	02/07/2014 09:47:29 AM
Change Order 5	Emailed to scott.okrasinski@creativecom.com at 04/10/2014 02:18:34 PM	04/10/2014 02:57:11 PM
Change Order 6	Emailed to scott.okrasinski@creativecom.com at 08/08/2014 10:43:15 AM	08/15/2014 09:22:03 AM
Change Order 7	Emailed to scott.okrasinski@creativecom.com at 12/18/2014 08:50:14 AM	
Change Order 8	Emailed to scott.okrasinski@creativecom.com at 12/18/2014 08:52:18 AM	12/18/2014 02:59:06 PM
Change Order 9	Emailed to scott.okrasinski@creativecom.com at 01/22/2015 08:58:15 AM	
Change Order 10	Emailed to scott.okrasinski@creativecom.com at 01/26/2015 09:26:43 AM	01/27/2015 03:40:31 PM
Change Order 11	Emailed to scott.okrasinski@creativecom.com at 04/02/2015 10:41:44 AM	04/02/2015 11:44:24 AM
Change Order 12	Emailed to scott.okrasinski@creativecom.com at 07/16/2015 10:31:13 AM	
Change Order 13	Emailed to scott.okrasinski@creativecom.com at 07/20/2015 12:19:01 PM	07/20/2015 02:46:02 PM
Change Order 14	Emailed to scott.okrasinski@creativecom.com at 08/25/2015 12:55:52 PM	08/25/2015 04:14:44 PM

Document	Notifications	Acknowledged Date/Time
Change Order 15	Emailed to scott.okrasinski@creativecom.com at 02/05/2016 06:56:16 AM	02/05/2016 10:59:26 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000001391	PZ9000001391	CREATIVE COMMUNICATIONS SALES AND RENTALS INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 11/29/2012 **Master Blanket/Contract End Date:** 11/28/2016

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	$435,001.55	$0.00

Item Information

11-15 of 44
1 2 3 4 5 6 7 8 9

Print Sequence # 22.0, Item # 11: Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment -(Extended Maintenance & Support) Bid shall represent a per YEAR charge for Extended Maintenance & Support .Group specifications are referenced in the scope of work page page page 11 section 5 — 3PS - Sent

NIGP Code: 726-88
Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSPO13-00002133 / 22 Quote # / Quote Item #: 0000140[illegible]-R2 / 22

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.001	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 23.0, Item # 12: Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment - (Labor for Repair) Bid shall represent a per HOUR price for all non warranty labor for repair and service. Group specifications are referenced in the scope of work page page page 11 section 5 — 3PS - Sent

NIGP Code: 726-88
Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSPO13-00002133 / 23 Quote # / Quote Item #: 0000140[illegible]-R2 / 23

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$90.00	HR - Hour	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 24.0, Item # 13: Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment -(User License per site) Bid shall represent a per SITE price for User License (per site).Group specifications are referenced in the scope of work page page page 11 section 5 — 3PS - Sent

NIGP Code: 726-88
Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSPO13-00002133 / 24 Quote # / Quote Item #: 000014083-R2 / 24

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.001	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 25.0, Item # 14: Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment - (User License per site) Bid shall represent a per SITE price for User License (per site).Group specifications are referenced in the scope of work page page page 11 section 5 — 3PS - Sent

NIGP Code: 726-88
Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSPO13-00002133 / 25 Quote # / Quote Item #: 000014083-R2 / 25

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.001	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Print Sequence # 26.0, Item # 15: Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment - (System License multiple sites) Bid shall represent a System License for multiple sites. Group specifications are referenced in the scope of work page page page 11 section 5 — 3PS - Sent

NIGP Code: 726-88
Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSPO13-00002133 / 26 Quote # / Quote Item #: 000014083-R2 / 26

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.001	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Property Number:

Exit

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Offer and Acceptance

SOLICITATION NO.: ADSPO13-00002133	PAGE 3	State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
OFFFEROR: Creative Communications Sales and Rentals, Inc.	OF 57	

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.:

07-398561

Federal Employer Identification No.:

86-0646517

E-mail: Jacki.Bals@creativecom.com

Phone: 602-955-8405

Fax: 602-955-1049

Creative Communications Sales and Rentals, Inc.
Company Name

3332 E. Broadway Road
Address

Phoenix Arizona 85040
City State Zip

Jacqueline S. Bals
Signature of Person Authorized to Sign Offer

Jacqueline S. Bals
Printed Name

Chief Operating Officer
Title

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization _X_ IS/ ___ IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

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. ADSPO13-0000[illegible]. **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 29th **day of** NOVEMBER **20** 13

Procurement Officer

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.

2.2 The State's primary contact for this solicitation and result contracts shall be:

James U. Reeves, Sr. Procurement Specialist
State of Arizona, State Procurement Office
100 N 15th Ave, Suite 201
Phoenix, AZ 85007
Phone: (602) 542-9121
Fax: (602) 542-5508
Email: james.reeves@azdoa.gov

2.3 Contract Document. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

2.4 Contract Type. Hourly Rate, Firm Fixed Price. Individual Task Assignments shall be awarded on a specific project basis in accordance with the terms of this Contract.

2.5 Term of Contract. The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

2.6 Contract Extension. The initial contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. A factor in contract extensions shall be the extent that the State has all current usage information and insurance documents on file.

2.7 Estimated Usage. The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.

2.8 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. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

2.9 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.

2.10 Cancellation. The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract including but not limited to:

2.10.1 Providing personnel that do not meet the requirements of the contract or attempting to impose on the State, personnel of unacceptable quality,

2.10.2 Failure to perform adequately the services required in the contract or

2.10.3 Any action or inaction that is in violation of EPA, OSHA or any applicable regulation.

3. ADMINISTRATIVE FEE / USAGE.

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

	Contract Change Order Summary		Arizona Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: «ContractBlanket_»		
	Change Order No.: 10	Date: April 2, 2015	

Two-Way Radio

Creative Communications Sales and Rentals

1. In accordance with Uniform Terms and Conditions Paragraph 5.1, Amendments, the above mentioned contract is hereby amended as follows:

    a. The catalogs entitled 'Creative Airtime Commercial Repeater Usage 2013' shall be replaced with catalog entitled "Creative Airtime Commercial Repeater Usage 2015'.. The updated catalog shall be within the Attachments tab of ProcureAZ.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

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

Contract No.: ADSPO13-036883	
Change Order No.: 11	Date: June 4, 2015

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

1. In accordance with Special Terms and Conditions Paragraph 2.6, Contract Extension, the above mentioned contract is hereby amended as follows:

   The Contract Term is hereby extended through November 28, 2016.

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.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CREATIVE COMMUNICATIONS SALES & RENTALS, INC.

EXHIBIT B
Award and Rate Sheet

Contract#: ADSPO13-036883
Creative Communications
State of Arizona, Two-Way Radio Contract
Contract Term, annual: 11/29/14 – 11/28/15 (1-yr extensions through 11/29/17)

Group 1: Analog & Digital Vehicular Mounted Mobile Radios

- Main Line Radio Discount: 38% off of list
- Accessories and Order Options: 15% off of list
- Repair Parts: 10% off of list
- Service Repair: $90.00/hour

Group 3: Desktop, Analog & Digital Base Radios

- Main Line Radio Discount: 38% off of list
- Accessories and Order Options: 15% off of list
- Repair Parts: 10% off of list
- Service Repair: $90.00/hour

Group 4: Analog & Digital Portable Radios

- Main Line Radio Discount: 38% off of list
- Accessories and Order Options: 15% off of list
- Repair Parts: 10% off of list
- Service Repair: $90.00/hour

Group 6: Analog & Digital Base/Mobile Relay Station Fixed Radio (repeaters)

- Main Line Radio Discount: 32% off of list
- Accessories and Order Options: 15% off of list
- Repair Parts: 10% off of list
- Service Repair: $90.00/hour

Group 8: Fixed Link Base Radios

- Main Line Radio Discount: 25% off of list
- Accessories and Order Options: 10% off of list
- Repair Parts: (no bid, no contract)
- Service Repair: $90.00/hour

Group 9: Low Power, Vehicular Repeater

- Main Line Radio Discount: 35% off of list
- Accessories and Order Options: 15% off of list
- Repair Parts: (no bid, no contract)
- Service Repair: $90.00/hour

Items *NOT* on Creative's state contract, and must be bid as MR:

Group 2:	Mobile Data Radio, Vehicular Mounted	(no bid, no contract)
Group 5:	Motorcycle Radios	(no bid, no contract)
Group 7:	Communication Service Monitors	(no bid, no contract)
Group 10:	Multi-Band Radios	(no bid, no contract)

*19.99 AIR TIME

Commercial Repeater Service	
Service	**Price**
Creative Airtime Commercial Repeater Service 3 sites*	$23.49 / month per radio
Creative Airtime Commercial Repeater Service 5 sites*	$24.99 / month per radio
Additional talk group	$5.00 / month per radio
GPS Tracking and TXT Messaging	$20.00 / month per radio
Creative Airtime Commercial Repeater Service and Equipment Bundle 1 sites*	$29.39 / month per radio
Creative Airtime Commercial Repeater Service and Equipment Bundle 3 sites*	$34.79 / month per radio
Creative Airtime Commercial Repeater Service and Equipment Bundle 5 sites*	$37.29 / month per radio
* Sites available: South Mountain, Shaw Butte, White Tanks, Usery Pass, Tucson Mountain	

CREATIVE COMMUNICATIONS

MOTOROLA
Authorized Radio System Specialist

3332 E. Broadway
Phoenix, AZ 85040
602-955-8405

Quote # 251828

Budgetary

Customer

Name	**City of Glendale Transit**
Address	6210 W. Myrtle Avenue, Building S
Cty,St,Zip	Glendale, AZ 85301
Phone	(623) 930-3516

Date: 02/26/16
Prepared For: **Jeff Henry**
Prepared By: **Nick Spino**

Qty	Model	Description	Each	Pricing
39	**AAM28UMN9KA1AN**	**Motorola XPR5580 800/900MHz digital base radio: 1000ch, 35watts**	**$ 1,005.00**	**$ 39,195.00**
		Includes: radio with color display & GPS, MOTOTRBO Connect Plus trunking radio operation, compact palm mic w/hang-up clip, mounting bracket, power cable, & 3-year warranty.		
		Mobile Radio Accessories		
34 ~~39~~	HAF4019	1/4 wave roof mount antenna mast	$ 20.00	$ ~~760.00~~ 680.00
		AZ State Contract Discount: ADSPO13-036883		
39		38% discount off of list price: Group 1: mobile radios	$ (381.90)	$ (14,894.10)
39		15% discount off of list price: Group 1: mobile radios: accessories	$ (3.00)	$ (117.00)
5	**AAH56UCN9KB1AN**	**Motorola XPR7580 800/900MHz digital portable radio: 1000ch w/display**	**$ 1,173.33**	**$ 5,866.65**
		Includes Standard Package: full-color display, GPS, Bluetooth audio, Intelligent Audio, Lithium-Ion 2150mAh IMPRES submersible battery, whip antenna, belt clip, **single-unit charger**, MOTOTRBO Connect Plus trunking operation, & 3-year warranty.		
		AZ State Contract Discount: ADSPO13-036883		
5		38% discount off of list price: Group 3: portable radios	$ (445.87)	$ (2,229.35)
1	**AAM28UMN9KA1AN**	**Motorola XPR5580 800/900MHz digital base radio: 1000ch, 35watts**	**$ 1,005.00**	**$ 1,005.00**
		Includes: radio with color display & GPS, MOTOTRBO Connect Plus trunking radio operation, compact palm mic w/hang-up clip, mounting bracket, power cable, & 3-year warranty.		
		AZ State Contract Discount: ADSPO13-036883		
1		38% discount off of list price: Group 1: mobile radios	$ (381.90)	$ (381.90)
		Base Radio Accessories		
1	L3276AC	tone remote adapter	$ 695.00	$ 695.00
1	DDN6340A	radio interface cable	$ 50.00	$ 50.00
6	L3213A	MC1000 basic tone remote deskset	$ 545.00	$ 3,270.00
1	RMN5050A	base station desktop microphone	$ 120.00	$ 120.00

CREATIVE COMMUNICATIONS

MOTOROLA
Authorized Radio System Specialist

3332 E. Broadway
Phoenix, AZ 85040
602-955-8405

Quote # 251828

Budgetary

Customer

Name	**City of Glendale Transit**
Address	6210 W. Myrtle Avenue, Building S
Cty,St,Zip	Glendale, AZ 85301
Phone	(623) 930-3516

Date: 02/26/16
Prepared For: **Jeff Henry**
Prepared By: **Nick Spino**

Qty	Model	Description	Each	Pricing
1	GLN7318A	base tray	$ 40.00	$ 40.00
1	DDN6516A	audio accessory jack	$ 110.00	$ 110.00
1	DDN6668A	single pedal footswitch	$ 94.00	$ 94.00
3	ANXFG8923	3dB gain 900MHz base antenna	$ 144.70	$ 434.10
1	416179	wall mount bracket	$ 31.00	$ 31.00
1	FLDFSS	field shop supplies: misc. connectors and jumpers	$ 150.00	$ 150.00
	AZ State Contract Discount: ADSPO13-036883			
1		15% discount off of list price: Group 3: base radio accessories	$ (749.12)	$ (749.12)
		Professional Services		
5	man-hours	field tech: replace base antennas, install base radio package, passive antenna	$ 90.00	$ 450.00
20	man-hours	installer: swap out mobile radios, replace antenna masts, check power cbls	$ 90.00	$ 1,800.00
	AZ State Contract Discount: ADSPO13-036883			
		State Contract labor rate: 10% discount: $100 x 10% = $90/hour		
			Subtotal	$ 35,719.28
			Tax 9.2%	$ 3,286.17
			Prorgramming	included
			TOTAL	$ **39,005.45**

Mobiles - Page 21
Date 1/5/15
SUGGESTED RETAIL

XPR™ 5550 & XPR™ 5580
VHF, UHF & 800/900MHz MOBILES
OPTIONS

BAND SPLIT	BAND	PWR	CHAN	CATALOG MODEL	MSRP
XPR™ 5550 Color Display with Bluetooth, GPS, and Expansion Card					
136-174 MHz	VHF	1-25W	1000	AAM28JNN9KA1_N	$882.00
136-174 MHz	VHF	25-45W	1000	AAM28JQN9KA1_N	$948.00
403-470 MHz	UHF	1-25W	1000	AAM28QNN9KA1_N	$932.00
403-470 MHz	UHF	25-40W	1000	AAM28QPN9KA1_N	$998.00
450-512 MHz	UHF	1-40W	1000	AAM28TRN9KA1_N	$998.00
806-941 MHz	800/900	10-35W (800) 10-30W (900)	1000	AAM28UMN9KA1_N	$998.00

39 →

FCC INFORMATION: VHF 25W ABZ99FT3086; VHF 45W ABZ99FT3087. UHF 25W: ABZ99FT4087; UHF 40W: ABZ99FT4088; UHF2: ABZ99FT4085; 800/900MHz: AZ492FT5862.

Options: TO COMPLETE AN ORDER YOU MUST CHOOSE ONE (1) OPTION FROM EACH STEP BELOW

STEP 1:

Microphone Choices:

STDMIC0511	Standard Compact Microphone for VHF & UHF (RMN5052)	N/C
STDMIC0203	Standard Compact Microphone for 800/900MHz (RMN5052)	N/C
GA00036	Heavy Duty Microphone (RMN5053)	$31.50
QA02406	Impres 4-way Navigation Keypad Mic (RMN5127)	$120.00
QA04996	MOTOTRBO Handheld Control Head with 9.5ft Coiled Cable	$534.00
B71	Omit Microphone	-$10.00

STEP 2:

Bracket Choices:

STDBKT0511	Standard Mounting Bracket for VHF & UHF (Low Profile - RLN6469)	N/C
STDBKT0203	Standard Mounting Bracket for 800/900MHz (Low Profile - RLN6469)	N/C
B65	Omit Standard Mounting Bracket	-$4.00

STEP 3:

Cable Choices: (Optional RKN4136 Ignition Switch Cable is required for installations requiring ignition sense)

STDCBL0511	Standard Power Cable for VHF & UHF (HKN4191)	N/C
STDCBL0203	Standard Power Cable for 800/900MHz (HKN4191)	N/C
B161	Omit Standard Power Cable	-$8.00

STEP 4:

Shipping Box Choices:

STDBLK0511	Standard Model Box for VHF & UHF	N/C
STDBLK0203	Standard Model Box for 800/900MHz	N/C
B842	Bulk Packing (minimum 2 radios per box)	N/C

STEP 5:

The XPR Series mobiles ship with a Standard 2-year parts and labor warranty. Additionally, they ship standard with a 1- year Service from the Start -LITE (SfS) option for 3 years of total coverage. The 1- year of SfS-LITE coverage can be omitted by selecting the GA00164 option, which would provide only 2 years of standard warranty coverage. Additional SfS-LITE options are also available in the General Options section. Local Services are not included, contact your Customer Support Manager to place units on a Local Support Contract.

Service from the Start -LITE Choices:

STDRSA0511	Standard 2 Year Warranty + 1 Year Service from the Start -LITE (3 years of coverage) for VHF & UHF	N/C
STDRSA0203	Standard 2 Year Warranty + 1 Year Service from the Start -LITE (3 years of coverage) for 800/900MHz	N/C
GA00164	Omit 1 Year Service from the Start -LITE (Omitting this option would provide 2 years of standard warranty)	-$11.00

Premium Software Feature:

For more information, please refer to the Software License section.

HKVN4249	MOTOTRBO Permanent Discoverable & Data Transfer Services via Bluetooth	$50.00
HKVN4281	Text to Speech for Channels, Zones, Programmable Buttons, Text Messages, and Job Tickets	$10.00

Portables - Page 27

Date 1/5/15

XPR™ 7550 & XPR™ 7580
VHF, UHF & 800/900MHz PORTABLES
OPTIONS

SUGGESTED RETAIL

BAND SPLIT	BAND	PWR	CHAN	CATALOG MODEL	MSRP
XPR™ 7550 & XPR 7580 Display with Color Display, GPS, Bluetooth, Expansion Card					
136-174 MHz	VHF	1W to 5W (ships 5W)	1000	AAH56JDN9KA1_N	$1,123.00
403-512 MHz	UHF	1W to 4W (ships 4W)	1000	AAH56RDN9KA1_N	$1,165.00
806-941 MHz	800/900	1W to 2.5W (ships2.5W)	1000	AAH56UCN9KB1_N	$1,165.00

5 →

FCC INFORMATION VHF: ABZ99FT3085, UHF1/2: ABZ99FT4086, 800/900: ABZ99FTS014

Options: TO COMPLETE AN ORDER YOU MUST MAKE ONE (1) CHOICE PER EACH STEP

STEP 1:

VHF,UHF Battery Choices:

STDBAT0871	Standard Battery - IMPRES Li-ion, 2150 mAh, 7.2V, Submersible (IP57) Battery (PMNN4409)	N/C
QA02300	IMPRES Li-ion, 1500 mAh, 7.2V, Submersible (IP57) Battery Slim (PMNN4407)	$16.67
QA02309	IMPRES Li-ion, 2300 mAh, 7.2V, Submersible (IP57) Battery - Intrinsically Safe FM (NNTN8129) *	$50.00
QA04472	Li-ion, 1300 mAh, 7.2V, Low Temp -30C, Long Life (IP57) Battery (PMNN4435)	$41.67
QA04474	IMPRES Hi-Cap Li-ion, 2700 mAh, 7.2V, Submersible (IP57) Battery (PMNN4448)	$58.33

800/900MHz Battery Choices:

STDBAT0126	Standard Battery - IMPRES Li-ion, 2150 mAh, 7.2V, Submersible (IP57) Battery (PMNN4409)	N/C
QA02300	IMPRES Li-ion, 1500 mAh, 7.2V, Submersible (IP57) Battery Slim (PMNN4407)	$16.67
QA02309	IMPRES Li-ion, 2300 mAh, 7.2V, Submersible (IP57) Battery - Intrinsically Safe FM (NNTN8129) *	$50.00
QA04472	Li-ion, 1300 mAh, 7.2V, Low Temp -30C, Long Life (IP57) Battery (PMNN4435)	$41.67
QA04474	IMPRES Hi-Cap Li-ion, 2700 mAh, 7.2V, Submersible (IP57) Battery (PMNN4448)	$58.33

*** The XPR 7350, XPR 7550, XPR7380 and XPR7580 Intrinsically safe, FM Approved, portable radio units MUST be ordered and shipped from Motorola with the FM option QA02309 - Li-ion battery NNTN8129, for the radios to be labeled as FM Approved in accordance with Canada and US Codes as intrinsically safe for use in Class I, II, III, Division 1, Groups C,D,E,F,G, and Division 2, Class I, Groups A,B,C,D.**

STEP 2:

VHF,UHF Charger Choices:

STDCHG0871	Standard Charger - IMPRES Single Unit Charger with Switch Mode Power Supply (WPLN4232)	N/C
H951	Omit Standard Charger	-$20.00

800/900MHz Charger Choices:

STDCHG0126	Standard Charger - IMPRES Single Unit Charger with Switch Mode Power Supply (WPLN4232)	N/C
H951	Omit Standard Charger	-$20.00

STEP 3:

Antenna Choices - You MUST choose one:

NOTE: The XPR7550 & XPR7580 radios are equipped with an integrated GPS antenna and do not require a secondary external GPS

VHF Antenna Options

QA02299	VHF Helical Antenna 136-155 MHz (PMAD4117)	N/C
QA02308	VHF Helical Antenna 144-165 MHz (PMAD4116)	N/C
QA02310	VHF Helical Antenna 152-174 MHz (PMAD4118)	N/C
QA02307	VHF Stubby Antenna 136-148 MHz (PMAD4119)	N/C
QA02305	VHF Stubby Antenna 160-174 MHz (PMAD4121)	N/C
QA02306	VHF Stubby Antenna 146-160 MHz (PMAD4120)	N/C

UHF Antenna Options:

QA02304	UHF Slim Whip Antenna 403-527 MHz (PMAE4079)	N/C
QA02303	UHF Stubby Antenna 403-450 MHz (PMAE4069)	N/C
QA02302	UHF Stubby Antenna 440-490 MHz (PMAE4070)	N/C
QA02301	UHF Stubby Antenna 470-512 MHz (PMAE4071)	N/C

800/900MHz Antenna Options:

QA01915	800MHz Whip Antenna 806-870 MHz (PMAF4011)	N/C
QA01916	900MHz Whip Antenna 896-941 MHz (PMAF4012) *	N/C
QA01419	800 MHz Stubby Antenna 806-870 MHz 12cm (PMAF4009)	N/C
QA01420	900 MHz Stubby Antenna 896-941 MHz 11cm (PMAF4010) *	N/C
	* Note: This antenna is optimized for 900 MHz but can be used for mixed 800 &900 MHz channels or sites.	
H112	Omit Standard Antenna	-$3.50

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CREATIVE COMMUNICATIONS SALES & RENTALS, INC.

EXHIBIT C
Scope of Work

PROJECT

Creative Communications Sales & Rentals, Inc. will provide two-way radios, accessories, installation and repair of two-way radios for Transit. Purchase and installation is to be completed no later than June 30, 2016.

Creative Communications Sales & Rentals, Inc. will provide airtime commercial repeater service for three sites for 44 two-way radios beginning July 1, 2016 at the rate of $20 per month (plus tax), per radio through November 28, 2016 for a total of $4,794.

Creative Communications Sales & Rentals, Inc. will provide airtime commercial repeater service for three sites for 44 two-way radios beginning November 28, 2016 through June 30, 2017 at the rate of $20 per month (plus tax), per radio for a total of $6,712.

Creative Communications Sales & Rentals, Inc. will provide airtime commercial repeater service for three sites for 44 two-way radios beginning July 1, 2017 through November 28, 2017 at the rate of $20 per month (plus tax) per month, per radio for a total of $4,840.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CREATIVE COMMUNICATIONS SALES & RENTALS, INC.

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided under Compensation in the Agreement. The amount of compensation, including installation of products and services is provided in the rate sheet and award pursuant to the State of Arizona No. ADSP013-036883 and attached hereto.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $55,351 for the entire term of the Agreement (initial term plus any renewal terms exercised).

DETAILED PROJECT COMPENSATION

Creative Communications Sales & Rentals, Inc. will provide two-way radios, accessories, installation and repair of two-way radios for Transit. Purchase and installation is to be completed no later than June 30, 2016.

Creative Communications Sales & Rentals, Inc. will provide airtime commercial repeater service for three sites for 44 two-way radios beginning July 1, 2016 at the rate of $20 per month (plus tax), per radio through November 28, 2016 for a total of $4,794.

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Creative Communications Sales & Rentals, Inc. will provide airtime commercial repeater service for three sites for 44 two-way radios beginning July 1, 2017 through November 28, 2017 at the rate of $20 per month (plus tax) per month, per radio for a total of $4,840.

File #: 16-178, **Version:** 1

AWARD OF BID 16-31, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FIREFIGHTER TURNOUT GEAR FROM FDC RESCUE PRODUCTS, LLC
Staff Contact: Terry Garrison, Fire Chief

Purpose and Recommended Action

This is a request for City Council to award bid IFB 16-31 and authorize the City Manager to enter into an agreement with FDC Rescue Products, LLC in an amount not to exceed $65,000 for the initial award for the purchase of turnout gear. This request also authorizes the City Manager to extend the award, at his sole discretion, for an additional four years in one-year increments with price adjustments in accordance with IFB 16-31 in an amount not to exceed $350,000 over the full term of the agreement.

Background

The city's Materials Management division issued an Invitation for Bid (IFB) on February 11, 2016, for supply of turnout gear. Three bids were received in response to IFB 16-31 for structural firefighting hoods, and three bids were received for three different types of firefighting boots. The offer submitted by FDC Rescue Products was reviewed and determined to be the lowest in price for firefighting hoods, and lowest price for the black diamond firefighting boots.

The award shall begin on May 1, 2016 and continue for one (1) year. The bid contains an option that will permit the city to extend the bid for an additional four (4) years in one-year increments. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

Analysis

In conjunction with the Materials Management division, Fire Staff reviewed the amounts quoted for all items. After adding the projected sales tax rates and a 10% contingency, we rounded the total amounts for the annual purchase and for the total of the contract.

Previous Related Council Action

On February 22, 2011, Council awarded IFB 11-25 for firefighter turnout gear to Municipal Emergency Services, Inc.

On February 28, 2006, Council awarded IFB 05-39 for firefighter turnout gear to Total Fire Group.

Community Benefit/Public Involvement

The Glendale Fire Department provides essential emergency services throughout the community. Purchase of the turnout gear will continue to provide firefighters the protective equipment needed to ensure the safety of the firefighters and the continued safety and services to the community.

Budget and Financial Impacts

Funding for this item is available in the Fire Department's Turnout Gear budget. As in previous years, the fire department will also continue to apply for grant funding to purchase the second set of gear for our firefighters. The second set of turnouts is also included in the future years of the Capital Improvement Plan. Our budget will be spent between the three turnout vendors. See council reports for FDC Rescue Products and L.N. Curtis & Sons.

Cost	Fund-Department-Account
$196,051	1000-12433-512600 - Personal Protective Gear - Turnouts
$650,000	Capital Improvement Plan

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

GLENDALE	**SOLICITATION NUMBER: IFB 16-31** **FIREFIGHTER TURNOUT GEAR**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

4.0 CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-31

TITLE: FIREFIGHTER TURNOUT GEAR

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. **You are required to sign three (3) copies of this Acceptance form and return with this Bid.** Failure to furnish signed copies of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: FDC Rescue Products, LLC Contractor Signature: _____

Company Address: 2202 W. Lone Cactus Dr. #5 Printed Name and Title: Earl R. Johnson III, President

Phoenix, AZ 85027 Telephone No. (623) 463-2235

Company Federal I.D: 46-2139161 Arizona Sales Tax No. 20915607

Email Address: Earl@FDCrescue.com

ACCCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: **ATTEST:** _____

Printed Name and Title: **City Clerk** (SEAL)

_____ **APPROVED AS TO FORM:**

Kevin R. Phelps City Manager

_____

Date: _____ **City Attorney**

5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 FIREFIGHTER TURNOUT GEAR

Item No.	Estimated Quantities (A)	Unit	Description	Unit Price (B)	Extended Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: _____	$_____	$ NO BID
5.1.2	150	Each	TURNOUT COATS Mfg/Model: _____	$_____	$ NO BID
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: _____	$_____	$ NO BID
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: _____	$_____	$ NO BID
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: Majestic PAC II 23" C6	$ 36.68	$ 29,344.00
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007	$_____	$ NO BID
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™	$_____	$ NO BID
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$ 284.00	$ 28,400.00
5.1.9	125	5 Gallons	TURNOUT SOAP/CITROSQUEEZE	$_____	$ NO BID
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		$ 57,744.00

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax Rate: 8.3 **%**

5.3 DELIVERY Bidder states that all orders shall be delivered per Section 1.2.9 after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

☒ YES, I will accept payment under this contract with the Procurement Card.

☐ NO, I will not accept payment under this contract with the Procurement Card.

Company Name: FDC Rescue Products, LLC

If NOT Compliant, please be specific about what area is not in compliance and thoroughly explain the differences in a separate letter/memo as to why you chose to take an exception. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Any pictures/digitals photos would also be preferred to show any of the exceptions.

COMPLIANCE CHECK SHEET

		Check Response
1.2	**COMPLIANCE OF STANDARDS & REGULATIONS**	
1.2.1	NFPA CERTIFICATION/TRAINING	Yes ☒ No ☐
1.2.2	CERTIFICATIONS/ADDITIONAL MANUFACTURER REQUIREMENTS	Yes ☒ No ☐
1.2.3	SAMPLES	Yes ☒ No ☐
1.2.4	RESEARCH & DEVELOPMENT	Yes ☒ No ☐
1.2.5	NEW PRODUCT AVAILABILITY	Yes ☒ No ☐
1.2.6	DISCONTINUATION OF CONTRACTED ITEM	Yes ☒ No ☐
1.2.7	LIABILITY CONSIDERATIONS	Yes ☒ No ☐
1.2.8	WARRANTY	Yes ☒ No ☐
1.2.9	DELIVERY	Yes ☒ No ☐
1.2.10	USER INFORMATION GUIDE	Yes ☒ No ☐
1.2.11	CLEANING INSTRUCTIONS	Yes ☒ No ☐
1.2.12	TRACEABILITY	Yes ☒ No ☐
1.2.13	LABELING	Yes ☒ No ☐
1.2.14	QUALITY	Yes ☒ No ☐
1.2.15	WORKMANSHIP	Yes ☒ No ☐
1.2.16	REPAIR & REPLACEMENT PARTS	Yes ☒ No ☐
1.2.17	BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL & SAFETY	Yes ☒ No ☐
1.3	**STRUCTURAL FIREFIGHTING HELMET –CONSTRUCTION REQUIREMENTS**	
1.3.2	OUTERSHELL	Yes ☐ No ☐
1.3.3	SUSPENSION SYSTEM	Yes ☐ No ☐
1.3.4	BRIM EDGE TRIM	Yes ☐ No ☐
1.3.5	HELMET HARDWARE AND THREAD REQUIREMENTS	Yes ☐ No ☐
1.3.6	HELMET HANGER LOOP AND BRACKET	Yes ☐ No ☐
1.3.7	FACE SHIELD MOUNTING BRACKETS	Yes ☐ No ☐
1.3.8	INTERNAL PROTECTION SYSTEM	Yes ☐ No ☐
1.3.9	SUSPENSION HEADBAND AND RETENTIONS SYSTEMS	Yes ☐ No ☐
1.3.10	EYE PROTECTION MOUNTING SYSTEM	Yes ☐ No ☐
1.3.11	REFLECTIVE TRIM	Yes ☐ No ☐

NO BID ON HELMETS

	COMPLIANCE CHECK SHEET	Check Response
1.3.12	EAR COVERS/FLAPS	Yes ☐ No ☐
1.3.13	WINTER LINER	Yes ☐ No ☐
1.3.14	CHINSTRAP	Yes ☐ No ☐
1.3.15	WARRANTY	Yes ☐ No ☐
1.4	TURNOUT GARMENT/COAT & PANT - CONSTRUCTION REQUIREMENTS	
1.4.2	ADDITIONAL LABELING	Yes ☐ No ☐
1.4.3	THREAD	Yes ☐ No ☐
1.4.4	STITCH METHODS	Yes ☐ No ☐
1.4.5	MATERIALS FOR COAT & PANTS	Yes ☐ No ☐
1.4.6	OUTER SHELL MATERIAL	Yes ☐ No ☐
1.4.7	MOISTURE BARRIER MATERIAL	Yes ☐ No ☐
1.4.8	BREATHABILITY REQUIREMENTS	Yes ☐ No ☐
1.4.9	THERMAL LINER	Yes ☐ No ☐
1.4.10	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☐ No ☐
1.4.11	REINFORCEMENT MATERIALS	Yes ☐ No ☐
	1.4.11.1 CUFF REINFORCEMENT	Yes ☐ No ☐
	1.4.11.2 SEAM ABRASION SHIELD	Yes ☐ No ☐
	1.4.11.3 POCKET REINFORCEMENT	Yes ☐ No ☐
	1.4.11.4 ELBOW REINFORCEMENT	Yes ☐ No ☐
1.4.12	REFLECTIVE TRIM	Yes ☐ No ☐
1.5	COAT - CONSTRUCTION REQUIREMENTS	
1.5.2	PATTERNING REQUIREMENTS COAT	Yes ☐ No ☐
1.5.3	THERMAL REINFORCED YOKE	Yes ☐ No ☐
1.5.4	SHELL YOKE REINFORCEMENT	Yes ☐ No ☐
1.5.5	INSPECTION PORT	Yes ☐ No ☐
1.5.6	COAT RISE	Yes ☐ No ☐
1.5.7	HANG UP LOOP	Yes ☐ No ☐
1.5.8	SIZING	Yes ☐ No ☐
1.5.9	COAT LENGTH	Yes ☐ No ☐
1.5.10	LABEL LINER POCKET	Yes ☐ No ☐
1.5.11	SLEEVES	Yes ☐ No ☐
1.5.12	BELLOWS UNDERARMS	Yes ☐ No ☐
1.5.13	WRISTLET EXTERNAL	Yes ☐ No ☐
1.5.14	WATERWELL & INTERNAL WRISTLET	Yes ☐ No ☐

NO BID ON BUNKER GEAR

	COMPLIANCE INFORMATION	Check Response
1.5.15	COLLAR	Yes ☐ No ☐
1.5.16	SHOULDER CAPS	Yes ☐ No ☐
1.5.17	LINER & DESIGN ATTACHMENT	Yes ☐ No ☐
1.5.18	DRAG RESCUE DEVICE	Yes ☐ No ☐
1.5.19	STORM SHIELD/CLOSURE SYSTEM	Yes ☐ No ☐
1.5.20	POCKETS	Yes ☐ No ☐
1.5.21	REFLECTIVE TRIM	Yes ☐ No ☐
1.5.22	AMERICAN FLAG	Yes ☐ No ☐
1.5.23	MICROPHONE TAB	Yes ☐ No ☐
1.5.24	FLASHLIGHT STRAP	Yes ☐ No ☐
1.5.25	GLOVE HOLDER	Yes ☐ No ☐
1.5.26	SNAP HOLDER	Yes ☐ No ☐
1.5.27	REMOVABLE ACCOUNTABILITY PANEL	Yes ☐ No ☐
1.6	PANT - CONSTRUCTION REQUIREMENTS	
1.6.2	PATTERNING & DESIGN	Yes ☐ No ☐
1.6.3	MOISTURE BARRIER/THERMAL LINER CONSTRUCTION	Yes ☐ No ☐
1.6.4	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☐ No ☐
1.6.5	INSPECTION PORT	Yes ☐ No ☐
1.6.6	SIZING	Yes ☐ No ☐
1.6.7	KNEE PADDING/THERMAL LAYERING	Yes ☐ No ☐
1.6.8	FLY CONSTRUCTION	Yes ☐ No ☐
1.6.9	BOOT CUT	Yes ☐ No ☐
1.6.10	REFLECTIVE TRIM	Yes ☐ No ☐
1.6.11	SUSPENDERS	Yes ☐ No ☐
1.6.12	BELT AND HARNESS	Yes ☐ No ☐
1.6.13	POCKETS	Yes ☐ No ☐
1.6.14	TAKE UP STRAPS	Yes ☐ No ☐
1.7	STRUCTURAL FIREFIGHTING GLOVES – CONSTRUCTION REQUIREMENTS	
1.7.2	OUTERSHELL	Yes ☐ No ☐
1.7.3	THERMAL LINER	Yes ☐ No ☐
1.7.4	PROTECTIVE BARRIER	Yes ☐ No ☐
1.7.5	WRIST PULL	Yes ☐ No ☐
1.7.6	HANGER LOOP	Yes ☐ No ☐
1.7.7	THREAD	Yes ☐ No ☐
1.7.8	SIZING	Yes ☐ No ☐

NO BID ON BUNKER GEAR

NO BID ON GLOVES

	COMPLIANCE INFORMATION	Check Response
1.8	STRUCTURAL FIREFIGHTING HOODS – CONSTRUCTION REQUIREMENTS	
1.8.2	MATERIAL SPECIFICATIONS	Yes ☒ No ☐
1.8.3	FABRIC PERFORMANCE VALUES	Yes ☒ No ☐
1.8.4	THERMAL PROTECTIVE PERFORMANCE	Yes ☒ No ☐
1.8.5	OVERALL LENGTH	Yes ☒ No ☐
1.8.6	FACE OPENING	Yes ☒ No ☐
1.8.7	BINDING	Yes ☒ No ☐
1.8.8	SEAMS	Yes ☒ No ☐
1.9	STRUCTURAL FIREFIGHTING BOOTS – CONSTRUCTION REQUIREMENTS	
1.9.2	ADDITIONAL CERTIFICATION	Yes ☒ No ☐
1.9.3	SIZING	Yes ☒ No ☐
1.9.4	BOOT SPEC #1 MFG/MODEL: HONEYWELL BT5007	Yes ☐ No ☒
	1.9.4.1 SIZING	Yes ☐ No ☒
1.9.5	BOOT SPEC #2 MFG/MODEL: GLOBE SHADOW™	Yes ☐ No ☒
	1.9.5.1 SIZING	Yes ☐ No ☒
1.9.6	BOOT SPEC #3 MFG/MODEL: BLACK DIAMOND X2	Yes ☒ No ☐
	1.9.6.1 SIZING	Yes ☒ No ☐
1.10	CITROSQUEEZE®	
1.10.7	LABELING	Yes ☐ No ☒
1.10.8	COMPONENTS	Yes ☐ No ☒
1.10.9	QUANTITY	Yes ☐ No ☒

PO Box 248
Lehighton, PA 18235
Phone: 610-377-6273
Fax: 610-377-6221
cs@majhoods.com
www.majhoods.com

ISO 9001:2008 Registered Manufacturer

PAC II - 23" HOOD SPECIFICATIONS

DESIGN

Head Design	Traditional head design/length
Bib(Apron) Design	Longer length, notched shoulder bib design

LAYERS

Head Layers	2 ply material
Bib(Apron) Layers	2 ply material

LENGTH

Head Length	13"
Bib (Apron) Length	10"
OVERALL LENGTH	23"

FACE OPENING

Full Face Opening Circular Measurement 120 mm - 145 mm

Sewn with 1/2" elastic. Elastic is encapsulated in material and cover stitched.

Elastic Face Opening stretches to accommodate a circumference of at least 31" (800 mm) for ease of donning, snug fit, and proper seal with SCBA.

BINDING

Binding of same fabric material to enhance design with a finished look

SEAMS

Thread 100% Nomex

Head design with traditional center head seam (comfortable central seam)

Safety lock cover stitch of seams

Seam burst strength tests are unsurpassed in industry - 2x or 3x NFPA minimum!

AIT (ADVANCED INSPECTION THREAD) Hoods regularly have thread that matches the color of the hood (white on white / black on black). When AIT is requested, we use a contrasting thread color, which is especially important for inspection of gear. Any compromise to thread, seams, stitching is easily detected with AIT thread. AIT is available upon request. Contact us for more info.

SIZING

UNIVERSAL size

LABELING AND USER INFORMATION

OWNER IDENTIFICATION On the label the area of PROPERTY OF: _____. Today every Majestic hood is manufactured with our NEW OWNER ID label. Simply identify your ownership with any permanent marker, directly on label.

Labeling - each hood comes individually labeled to identify fabric, hood style, lot # traceability, DOM, Cleaning and Storage Instructions, and UL Certification.

Users Information Guide - each hood has an Warnings & Users Information Guide attached with imperative information. Please review before wearing.

CLEANING AND STORAGE

Machine wash only using regular detergent. Do not use chlorine bleach or detergents containing chlorine. Do not use fabric softeners or detergents containing fabric softeners. Water temperature not to exceed 130 degrees F. Do not wring hood. Squeeze hood to remove excess water. Shape and lay flat in a dry, cool, shaded location to dry. Or tumble dry, low heat. Do not commercially dry clean. Do not store your hood in direct sunlight.

CERTIFICATIONS

NFPA 1971-2013 UL Certified

Complies with CAL-OSHA Requirements Sections 3406 and 3410(d) and OSHA Rule 29 CFR Part 1910, 269

ARC Rated hoods comply with NFPA 70E, meeting performance specifications of ASTM F 1959. See material spec sheets for ATPV and HAF values

Longer length notched shoulder certified to NFPA 1971-2013

Notched shoulder for contoured fit (shoulders exposed)

Smooth fit in our MOST POPULAR long bib design!

Elite style

Wider width for air circulation keeping end user cooler

Generous width and size means less fabric stretch

The more surface area for moisture disbursement, the quicker moisture will evaporate - keeping end user dry!

Maintains protective properties after washing

MFA hoods offer the most square inches of protection!

You pick the style , you pick the material - CUSTOMIZING your own hood!

Majestic Fire Apparel is a vertical manufacturer

Knitting our own fire retardant materials for over 16 years

We knit, cut, sew, and ship - all from our location in PA

MADE IN USA

WARRANTY INFORMATION

Your protective hood is warranted to be free from defects in material and workmanship for one year. This warranty does not cover normal wear or unusual exposures, including abrasive wearing of close-tolerance accessories—such as voice amplifiers. This warranty is in lieu of all other warranties, expressed or implied, including but not limited to, implied warranties or marketability and/or fitness for a particular purpose. MFA, Inc. shall not be liable for incidental or consequential damages.

DO NOT ALTER, MODIFY, ADD TO, OR CHANGE YOUR PROTECTIVE HOOD
DOING SO WILL VIOLATE WARRANTY AND VOIDS NFPA AND UL CERTIFICATION

Hood Specifications, Hood Dimension Test, and Hood Opening Size Retention Test are in accordance with NFPA 1971-2013 test report dated 9/9/2014 performed by Underwriters Laboratories

ATPV and HAF values found in accordance with ASTM International Standard Test Method F1959-1999. Tests performed by Hugh Hoagland

all weights and measurements are approximate

PO Box 248
Lehighton, PA 18235
Phone: 610-377-6273
Fax: 610-377-6221
cs@majhoods.com
www.majhoods.com

ISO 9001:2008 Registered Manufacturer

Ultra C6

Material Content: 65% Oxidized Polyacrylonitrile (OPF)/ 35% artificial tri-blend
Material Construction: 1 x 1 Rib Knit
Material Weight: 6.5 oz / yd^2 (+1 / -.5)
Material Color Black (Standard)
Color Options Available

FABRIC PERFORMANCE VALUES

THERMAL PROTECTIVE PERFORMANCE (TPP)		
	2 ply - as received	33.1 cal/cm^2
	2 ply - after 5 washes	
HOOD MATERIAL BURST STRENGTH		
		402 N
FLAME RESISTANCE TEST		
After Flame	as received	0 seconds
	after 5 washes	0 seconds
Char Length (wales x cour	as received	4 mm x 4 mm
	after 5 washes	3 mm x 3 mm
CLEANING SHRINKAGE RESISTANCE TEST		
Hood Measurement		0%
Face Opening Measurement		4%
HEAT AND THERMAL SHRINKAGE RESISTANCE TEST		
Hood Measurement	as received	0%
	after 5 washes	3%
Face Opening Measureme	as received	3%
	after 5 washes	5%
SEAM BREAKING STRENGTH TEST		
		573 N
MELT, DRIP, IGNITE, SEPARATE WHEN EXPOSED TO FLAME		
		None
ARC THERMAL PERFORMANCE VALUE (ATPV)		
	1 ply	10.6 cal/cm^2 (HRC 2)
	2 ply	31.5 cal/cm^2 (HRC 3)
HEAT ATTENUATION FACTOR (HAF)		
	1 ply	79.1%
	2 ply	92.1%

4th generation advanced CARBON technology
3 elements needed for fire = Oxygen, Heat, and Fuel
Without one element, a fire cannot start or continue
When exposed to flame, C6 fibers expand,
creating an Oxygen starved environment
so fire cannot continue. Material is self extinguishing
Inherently flame resistant (no harsh chemical treatments)
Odor neutralizing, Anti-Static, Low Heat Conductivity
Maintains performance values after laundering
Finished to minimize shrinkage
Rib knit allows for stretch and shape retention

Majestic Fire Apparel is a vertical manufacturer
Knitting our own fire retardant materials for over 16 years
We knit, cut, sew, and ship - all from our location in PA
MADE IN USA

NFPA 70E PERFORMANCE SPECIFICATIONS OF
ASTM F 1959/F 1959M-06ae1:
HRC Level 1 = minimum 5 cal/cm^2 to 7 cal/cm^2
HRC Level 2 = minimum 8 cal/cm^2 to 24 cal/cm^2
HRC Level 3 = minimum 25 cal/cm^2 to 39 cal/cm^2
HRC Level 4 = minimum 40 cal/cm^2 and over

Meets CAL-OSHA Requirements
Passes Federal Test 191, Method 5903.2; CAL OSHA Sections 3406(d)
Complies with OSHA Rule 29 CFR Part 1910, 269

Fabric Performance Values in accordance with NFPA 1971-2013 test report dated 9/9/2014 performed by Underwriters Laboratories
ATPV and HAF values found in accordance with ASTM International Standard Test Method F1959-1999. Tests performed by Hugh Hoagland
all weights and measurements are approximate

CERTIFICATE OF COMPLIANCE

Certificate Number	090914-MH25768
Report Reference	MH25768-20130315
Issue Date	2014-September-09

Issued to: Majestic Fire Apparel Inc.
255 Wagner Street
P.O. Box 248
Lehighton, PA 18235

This is to certify that representative samples of Structural Fire Fighting Hoods
See Following Pages for Models

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, 2013 Edition

Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Classification Mark should be considered as being covered by UL's Classification and Follow-Up Service.

The UL Classification Mark includes: UL in a circle: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

William R. Carney, Director, North American Certification Programs

UL LLC

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CERTIFICATE OF COMPLIANCE

Certificate Number 090914-MH25768
Report Reference MH25768-20130315
Issue Date 2014-September-09

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

UL ID	Model/Style	Outer Layer	Inner Layer
25768010401	PAC I	Nomex	Nomex
		P84/Lenzing	P84/Lenzing
		PBI/Lenzing	PBI/Lenzing
		Nomex/Lenzing	Nomex/Lenzing
		PBI Gold	PBI/Lenzing
		Ultra CarbonKnight	Ultra CarbonKnight
		Ultra C6	Ultra C6
		Kevlar/Rayon	Kevlar/Rayon
		PBI Gold	P84/Lenzing
		Ultra C6	84633.03 Melange
25768010402	PAC IA	Nomex	Nomex
		P84/Lenzing	P84/Lenzing
		PBI/Lenzing	PBI/Lenzing
		Nomex/Lenzing	Nomex/Lenzing
		PBI Gold	PBI/Lenzing
		Ultra CarbonKnight	Ultra CarbonKnight
		Ultra C6	Ultra C6
		Kevlar/Rayon	Kevlar/Rayon
		PBI Gold	P84/Lenzing
		Ultra C6	84633.03 Melange
25768010403	PAC II	Nomex	Nomex
		P84/Lenzing	P84/Lenzing
		PBI/Lenzing	PBI/Lenzing
		Nomex/Lenzing	Nomex/Lenzing
		PBI Gold	PBI/Lenzing
		Ultra CarbonKnight	Ultra CarbonKnight
		Ultra C6	Ultra C6
		Kevlar/Rayon	Kevlar/Rayon
		PBI Gold	P84/Lenzing
		Ultra C6	84633.03 Melange

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Report Reference MH25768-20130315
Issue Date 2014-September-09

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UL ID	Model/Style	Outer Layer	Inner Layer
25768010404	PAC IIA	Nomex	Nomex
		P84/Lenzing	P84/Lenzing
		PBI/Lenzing	PBI/Lenzing
		Nomex/Lenzing	Nomex/Lenzing
		PBI Gold	PBI/Lenzing
		Ultra CarbonKnight	Ultra CarbonKnight
		Ultra C6	Ultra C6
		Kevlar/Rayon	Kevlar/Rayon
		PBI Gold	P84/Lenzing
		Ultra C6	84633.03 Melange
25768010405	PAC II-DS	Nomex	Nomex
		P84/Lenzing	P84/Lenzing
		PBI/Lenzing	PBI/Lenzing
		Nomex/Lenzing	Nomex/Lenzing
		PBI Gold	PBI/Lenzing
		Ultra CarbonKnight	Ultra CarbonKnight
		Ultra C6	Ultra C6
		Kevlar/Rayon	Kevlar/Rayon
		PBI Gold	P84/Lenzing
		Ultra C6	84633.03 Melange
25768010406	PAC III	Nomex	Nomex
		P84/Lenzing	P84/Lenzing
		PBI/Lenzing	PBI/Lenzing
		Nomex/Lenzing	Nomex/Lenzing
		PBI Gold	PBI/Lenzing
		Ultra CarbonKnight	Ultra CarbonKnight
		Ultra C6	Ultra C6
		Kevlar/Rayon	Kevlar/Rayon
		PBI Gold	P84/Lenzing
		Ultra C6	84633.03 Melange

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Issue Date 2014-September-09

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

UL ID	Model/Style	Outer Layer	Inner Layer
25768010407	PAC IX	Nomex	Nomex
		P84/Lenzing	P84/Lenzing
		PBI/Lenzing	PBI/Lenzing
		Nomex/Lenzing	Nomex/Lenzing
		PBI Gold	PBI/Lenzing
		Ultra CarbonKnight	Ultra CarbonKnight
		Ultra C6	Ultra C6
		Kevlar/Rayon	Kevlar/Rayon
		PBI Gold	P84/Lenzing
		Ultra C6	84633.03 Melange
25768010408	PAC F-20	Nomex	Nomex
		P84/Lenzing	P84/Lenzing
		PBI/Lenzing	PBI/Lenzing
		Nomex/Lenzing	Nomex/Lenzing
		PBI Gold	PBI/Lenzing
		Ultra CarbonKnight	Ultra CarbonKnight
		Ultra C6	Ultra C6
		Kevlar/Rayon	Kevlar/Rayon
		PBI Gold	P84/Lenzing
		Ultra C6	84633.03 Melange

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Report Reference MH25768-20130315
Issue Date 2014-September-09

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

UL ID	Model/Style	Outer Layer	Inner Layer
25768010409	PAC II-SVZ	Sides, Bib: Nomex Crown: Ultra CarbonKnight	Sides, Bib: Nomex Crown: Ultra CarbonKnight
		Sides, Bib: P84/Lenzing Crown: Ultra CarbonKnight	Sides, Bib: P84/Lenzing Crown: Ultra CarbonKnight
		Sides, Bib: PBI/Lenzing Crown: Ultra CarbonKnight	Sides, Bib: PBI/Lenzing Crown: Ultra CarbonKnight
		Sides, Bib: Nomex/Lenzing Crown: Ultra CarbonKnight	Sides, Bib: Nomex/Lenzing Crown: Ultra CarbonKnight
		Sides, Bib: Ultra C6 Crown: Ultra CarbonKnight	Sides, Bib: Ultra C6 Crown: Ultra CarbonKnight

The following hood is an optional construction and contains additional layers from the standard 2-layer hood design.

UL ID	Model/ Style	Location	Outer Layer	Middle Layer	Inner Layer
25768010410	PAC II	Head	2 Layers of Ultra C6	84633.03 Melange	Ultra C6
		Bib	Ultra C6	84633.03 Melange	Ultra C6
		Head & Bib	Ultra C6	84633.03 Melange	Ultra C6

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Black Diamond X2 Boot

Leather 0912

- Calf-fit System™
- Integrated Pull-on System
- Ankle Guard
- Built-in Boot Jack
- CROSSTECH® Footwear Fabric with Omaha Lining
- Fusion™ with Firetuff™ Leather Upper
- Tri-density Ortholite® Footbed
- 3 Point Heel Lock System
- Custom Fit System
- "Stroble" Lining Construction
- Ultra Slip Resistant Rugged Sole with Ladder Lock System
- 3M Scotchlite Reflective Material

BLACK DIAMOND X2BOOT

CROSSTECH Products

Visit us at www.blackdiamondfootwear.com
Become a facebook fan at BlackDiamondFire
customerservice@bdboots.com

Black Diamond Group
400 Trade Center, Suite 2990
Woburn, MA 01801
1.800.459.5895

BLACK DIAMOND

Stock No. **277-0912**

SPEC SHEET

LEATHER FIREFIGHTER BOOT

ATHLETIC FLEXIBILITY & FIT OUT OF THE BOX
EVERY PAIR OF X2 BOOTS CAN BE CUSTOM FIT TO THREE WIDTHS: MEDIUM, WIDE AND EXTRA-WIDE.

3-POINT HEEL LOCKING SYSTEM
Our exclusive innovation reduces heel slippage to increase mobility while keeping your foot in place where and when it's most important.

COMFORT FIT PLUS – WITH ORTHOLITE®
3-density, multi-fit, removable footbed with TPU heel cradle for comfort, anti-odor, anti-fungal, breathable and shock absorption for overtime comfort.

OrthoLite®
comfort from the inside out

ACCEPTED
AMERICAN PODIATRIC MEDICAL ASSOCIATION

BOOT HEIGHT:	14 Inches
LEATHER UPPER:	FireTuff flame retardant waterproof HEAVYWEIGHT LEATHER UPPER
FUSION UPPER:	Fusion fabric – Nomex®/Kevlar® and Teflon® F.P.P.E.
STROBEL LINING CONSTRUCTION:	Strobel lining construction ensures NO liner pull-out, maximum fit and comfort.
LINING:	CROSSTECH® membrane with Omaha lining
KEVLAR® LINING:	Kevlar® lined for cut protection
TIBIA PROTECTOR:	Extended comfort form-fitting shin-guard for maximum protection
CALF-FIT SYSTEM:	Exclusive calf-fit system allows for extended CALF WIDTH, maximum flexibility, comfort and fit
FOOTBED:	ORTHOLITE® 3-density, multi-fit, removable footbed with TPU heel cradle for comfort, anti-odor, anti-fungal, breathable and shock absorption for overtime comfort.
OUTSOLE:	Proprietary Rubber Comfort Cup Sole with Comfort Flex, High Abrasion and Traction Performance. Built-in Heel Boot Jack for Easy-Off.
STEEL TOE:	Oblique, Comfort Wide Toe with Steel Toe Protection.
TOE CAP AND HEEL PROTECTION:	Molded Rubber Toe Cap and Heel for High Abrasion and Ankle Support Guard Protection
PROTECTIVE PLATE:	Stainless steel – meets or exceeds standards listed below
STEEL SHANK:	Double ridged steel
PULL-ON SYSTEM:	Integrated & reinforced pull-on system
3-POINT HEEL LOCK SYSTEM:	Exclusive 3-Point Heel Lock for Fit & Comfort
3M SCOTCHLITE®	Flame resistant and reflective for added visibility
CERTIFICATION:	NFPA1971-2013 Edition

BLACK DIAMOND GROUP
Toll-Free 1-800-459-5895 | Toll-Free Fax 1-888-425-1760 | customerservice@bdboots.com | www.blackdiamondfootwear.com

May 30, 2013

Mr. Jacke Lin
Genfort Shoes, Ltd.
2nd Ind Zone,
Nan Lang, Zhong Shan
Guang Dong, China

Certification Letter

Dear Mr. Lin:

We are pleased to confirm that the Structural Fire Fighting Footwear model below is certified by the Safety Equipment Institute, effective May 30, 2013. Certification testing was successfully completed in accordance with the requirements of *NFPA 1971-2013 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.*

SEI Ref. No.	Brand	Model No.	Passed Testing
SFB GEN 08	Black Diamond	277-0912	May 20, 2013

The SEI Certification Mark may be used in the marketing, packaging and promotion of the model(s) detailed above, in accordance with the provisions of the *SEI Certification Program Manual.*

Per the SEI Certification Program Manual, SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when 1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard, 2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures, 3) the manufacturer has paid all fees, and 4) product liability insurance requirements are met.

Following initial certification, SEI conducts annual follow-up testing on samples which are selected by SEI during the annual quality assurance audit. SEI's certification program is accredited as a System Type 5 per ISO/IEC Guide 67:2004(E).

Thank you for your participation in the SEI Certification Program. If you have any questions, please contact the SEI Office.

Sincerely,

William A. Fithian
Technical Director

Patricia A. Gleason
President

cc: Sharon Kuan, SEI Auditor

Black Diamond Rubber Boots

Rubber 9451 S

- Molded Pull-on System
- Stitched Liner
- Lug Sole
- Rugged Tibia Protector
- Nomex/Kevlar Lining
- Ortholite® Footbed
- Comfort Fit

Rubber 9451

- Molded Pull-on System
- Stitched Liner
- Lug Sole
- Rugged Tibia Protector
- Nomex/Kevlar Lining
- Ortholite® Footbed
- Comfort Fit

3/4 Hip 9203

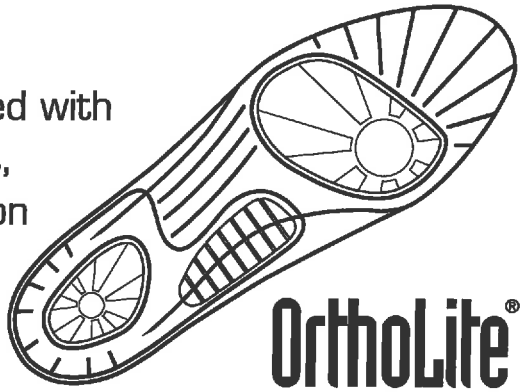
- Puncture Resistant
- Foam Insulated
- Steel Toe
- Internal Pull-on Loops
- Felt Liner
- Comfort Fit
- Steel Shank

CUSTOM FIT BATTLE READY

EVERY PAIR OF X2 BOOTS CAN BE CUSTOM FIT TO THREE WIDTHS: MEDIUM, WIDE AND EXTRA WIDE

ORTHOLITE® FOOTBED

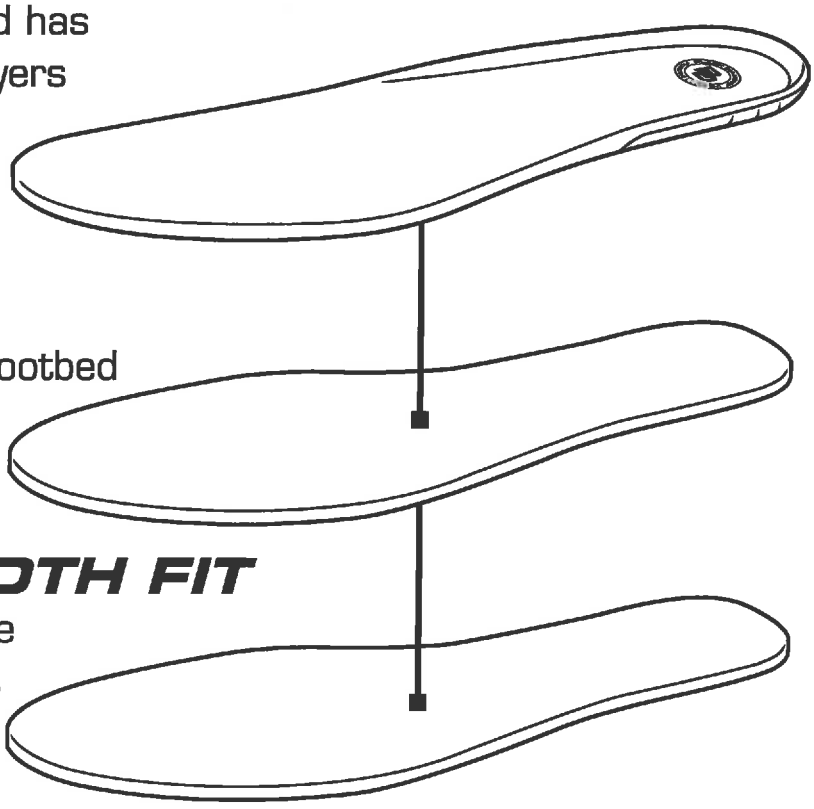
Tri-density, multi-fit, removable comfort footbed with TPU arch support and heel cradle for support, anti-microbial, breathable and shock absorption



OrthoLite®
comfort from the inside out

MEDIUM WIDTH FIT

Every pair of X2 Boots comes standard in medium width and has one footbed and two "filler" layers



WIDE WIDTH FIT

For wide width fit remove one "filler" layer and re-insert the footbed

EXTRA-WIDE WIDTH FIT

For extra-wide width fit remove two "filler" layers and re-insert the footbed

VISIT US @ WWW.BLACKDIAMONDFOOTWEAR.COM
FACEBOOK: WWW.FACEBOOK.COM/BLACKDIAMONDFIRE

Vendor Name:_____ C-_____

(For City of Glendale Use Only)

CITY OF GLENDALE
MATERIALS MANAGEMENT
INVITATION FOR BIDS

SOLICITATION NUMBER: **IFB 16-31**

PUBLISHED DATE: **FEBRUARY 11, 2016**

TITLE: **FIREFIGHTER TURNOUT GEAR**

BID DUE DATE AND TIME: **MARCH 1, 2016 BEFORE 2:00 PM (Local Time)**

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

SUBMITTAL LOCATION:

City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

The City of Glendale is closed in honor of President's Day, Monday, February 15, 2016.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. **See Paragraph 2.2 for additional instructions for preparing a bid.**

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact**:**

Crista Clevenger, Contract Analyst
(623) 930-2865
CClevenger@Glendaleaz.com

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1.0 SPECIFICATIONS

1.1 PURPOSE AND SCOPE:

It is the intent of the City of Glendale Fire Department to purchase firefighter personal protective equipment, hereafter referred to as PPE, on an "as needed" basis. Bid specifications shall define the minimum requirements and standards for the manufacturer furnishing items required including firefighting helmets, turnout coats and turnout pants, hoods, gloves, boots and turnout cleaner/soap.

In the absence of specific comment on particular items, the industry standard practice will be presumed to prevail. Workmanship and quality shall be of the highest quality throughout. The safety of our members is our primary concern, considering that, some items that are specified are not subject to exception.

1.2 COMPLIANCE OF STANDARDS AND REGULATIONS:

Section1.2.1 through Section 1.2.17 Shall apply to all PPE purchased by the City via this solicitation which shall include helmets, turnout coats and turnout pants, hoods, gloves, and boots.

Manufacturer shall be tested and certified compliant to all performance and design requirements of (**NATIONAL FIRE PROTECTION ASSOCIATION)** NFPA 1971 and NFPA 1851.

NFPA does not recommend any particular lab or certification organization, and they must all meet the same standardized and accepted requirements. Upon City request the manufacturer shall submit written verification that the items being offered meet or exceed all requirements of NFPA 1971 (2013 Edition) and NFPA 1851 (2014 Edition).

All subsequent mention of NFPA 1971 will be the 2013 edition; NFPA 1851 will be the 2014 edition.

All garments produced shall meet or exceed the applicable criteria set forth in**:**

- NFPA 1971, STANDARD ON PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING
- NFPA 1851, STANDARD ON SELECTION, CARE, AND MAINTENANCE OF PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING
- FED-OSHA CFR 1910, Subpart L,
- OHSA 29 CFR Part 1910.1030

1.2.1 NFPA CERTIFICATION/TRAINING: With the ever changing advancements in technologies of care and maintenance of protective clothing, the City requires the manufacturer to provide training, certification and re-certification in accordance to manufacturer guidelines and NFPA standards. This education will include the care and maintenance of repairing and inspecting turnout garments with the manufacturer and a representative of Glendale Fire Department. With the provided information, the City must be able to train and certify other city members to render care and maintenance. Any additional needs or requirements identified in any updates any NFPA Standards applicable must be conveyed to the City of Glendale Fire Department representative. This training shall be at no cost to the City.

1.2.2 CERTIFICATIONS AND ADDITIONAL MANUFACTURER REQUIREMENTS: Each proposal shall include complete Underwriters Laboratories certification documents for the manufacturer, materials and seam strength tests on all items proposed. All UL certification documents shall be made available, certifying all proposed products upon request. All garments must be tested and listed by Underwriter's.

1.2.3 SAMPLES: Samples may be requested by the City's Fire Department as part of the evaluation process. If samples are requested for fit, One (1) sample will be required. If samples are requested for field testing, Eight (8) samples will be required. The warranty shall accompany said sample(s). The Bidder shall supply the sample(s) to the City, at no cost to the City, and the sample(s) shall become the property of the City of Glendale Fire Department and will not be returned.

1.2.4 RESEARCH AND DEVELOPMENT: With the ever changing advancements in technologies of fabrics and designs for protective clothing, we will require assistance in research and development from the manufacturer. Those requirements are as follows: There shall be a research and development opportunity for Fire protective items, with the manufacturer or distributor and a representative of Glendale Fire Department. This assembly shall be at a mutually agreed place and time, at least once per contracted year and shall be at no cost to the City. The manufacturer shall provide research and development items at no cost to the City, if requested. The wear test shall include new technology fabrics and/or designs and must be approved by Glendale Fire Department prior to construction.

The City of Glendale reserves the right to be a part of wear testing any new products of research and development. Any wear test sample(s) shall comply with 1.2.3.

1.2.5 NEW PRODUCT AVAILABILITY: If any awarded contract brand creates a new product during the life of this contract, the City's Fire Department shall have the option to purchase items at a brand discount. The discount shall be a percentage of the list price for any other awarded brand products, not specifically listed, that may be requested due to operational needs at a 20% reduced retail price.

1.2.6 DISCONTINUATION OF CONTRACTED ITEM: If the manufacturer discontinues a contracted item, the manufacturer or designee shall provide the department with ample warning, minimum of six (6) months, and at least two (2) alternative options that will meet or exceed current contracted item. **Any of these alternative options shall be considered samples and shall comply with 1.2.3.**

1.2.7 LIABILITY CONSIDERATIONS: The manufacturer shall agree to defend the Glendale Fire Department and the City of Glendale, Arizona at the manufacturer's own expense, in any and all suits, actions or proceedings in which the Department is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent as a result of the goods purchased in correlation to this request for proposal. The manufacturer further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against the department. The seller also agrees to hold harmless and indemnify the buyer from any and all licenses, royalty and proprietary fees or costs, including legal fees, which may arise out of buyer's purchase and use of goods supplied by the seller. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

1.2.8 WARRANTY: Manufacturer must provide at time of bid a written statement of warranty terms. Manufacturer shall guarantee items to be free from any defect in material or workmanship for the life of the product. The successful bidder must be able to provide an

immediate remedy of stock and/or support of any warranty replacement needs should they arise within the City specified timeframe (sec. 1.2.9)

All warranty work shall be provided on a no charge basis.

Manufacturer shall describe in detail how they plan to provide warranty repairs during the warranty period. The manufacturer shall designate a local full repair service available on weekdays, and a liaison available to assist the department on a telephone consultation basis, on any warranty, maintenance, order or repair questions. This shall be available during normal business hours.

The awarded manufacturer or local **Independent Service Provider (ISP)** will perform any major repair work on damaged garments at a cost only basis and expedite same, within eight (8) working days, over the life of the contract.

All fabrics and clothing must be manufactured in the United States of America by companies with their assets and incorporation within the United States of America.

1.2.9 DELIVERY: The awarded bidder shall commence shipments F.O.B. the City of Glendale, Fire Department within four (4) weeks after receipt of order. Reorders shall be processed within a similar time frame. For emergencies defined by the department as contamination, new hire firefighter trainee classes and excessive number of emergency related damages the awarded manufacturer shall agree to provide at no extra cost, delivery within ten (10) days. **There shall be no oversize up charging or additional costs on garments outside the "normal" range of sizes.**

All deliveries shall be made between the hours of 6:30 a.m. and 2:30 p.m., local time, Monday through Friday, excluding City holidays. Deliveries shall be made to:

City of Glendale
Attention: Fire Department
6210 W. Myrtle Avenue,
Suite 181, Bldg N.
Glendale, Arizona 85301
623-930-2690

1.2.10 USER INFORMATION GUIDE: Each garment shall include a User Information Guide with information required by NFPA 1971.

1.2.11 CLEANING INSTRUCTIONS: The manufacturer shall provide instructions for cleaning and care of the garment, including limitations in a form designed for the end user (firefighter). These instructions shall be packaged with each garment along with a summary sheet describing garment specifications, sizing and production details. This written information is to be in complete compliance with all applicable NFPA guidelines, and shall reference same. Garment washing, break in requirements, and retirement considerations shall be clearly defined.

1.2.12 TRACEABILITY: The manufacturer will have in place a computerized current traceability program that allows the assignment of a production control number to each garment and traceability from that control number down to individual bolts of fabric or materials used in all layers of the garment. This will include the ability to track individual work stations that processed the garment. Production control number shall be recorded on the garment label and on another protected area of the garment in permanent ink.

1.2.13 LABELING: Label will be permanently attached and state all NFPA Standard requirements are met. The ink used for providing this information shall be capable of surviving normal use and washing, remain readable for the life of the garment. Label shall be durable and include the name or designation of manufacturer; model; name or style number; lot or serial number; size; date of certification tests; patent numbers; cleaning and care instructions.

Any additional Hang-up loops, bindings, labels or production labels shall comply with NFPA 1971 Flame Resistance Test One for vertical flammability of cloth.

1.2.14 QUALITY: Bidder expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Should there be a quality issue, manufacturer shall address said issue immediately.

1.2.15 WORKMANSHIP: Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

1.2.16 REPAIR AND REPLACEMENT PARTS: Repair or replacement parts for existing equipment may NOT be accomplished by using any other than original or manufacturer approved replacement parts. All parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

1.2.17 BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Bidder's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of the City representatives, the Bidder shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Bidder or any subcontractors including dates, disposition and resolutions.
- The City further reserves the right to make unannounced inspections of the Bidder's facilities (during normal business hours).

1.3 STRUCTURAL HELMET – CONSTRUCTION REQUIREMENTS:

This specification details minimum requirements for materials, design and construction features to be incorporated in structural firefighting helmets. Hereafter referred to as, helmet. Each manufacturer must carefully read these specifications and respond to any and all requests for compliance. Failure to do so may be the cause for rejection of the bid.

1.3.1 COMPLIANCE OF STANDARDS AND REGULATIONS *– Refer to Section 1.2*

1.3.2 OUTERSHELL - Shall be of a high pressure molded construction to form the composite material. The entire outer shell shall be composed of a blend of 60% random chopped fiberglass, and 40% FR resins, FR additives and colored pigments shall be available in colors of black, white, red, yellow and green. The color shall be molded throughout. Paint or

coatings on the shell are not acceptable due to the inherent problems with chipping and durability.

The design of the helmet shall be of modern design and not the “traditional” style. Brim shall be down sloping and there shall be a strengthening rib down the center of the helmet running front to rear. Shell minimum thickness shall be .070"

1.3.3 SUSPENSION SYSTEM - The suspension shall be of an eight way universally adjustable design that is completely isolated from any external heat exposure. The suspension system shall allow for a low center of gravity for the wearer.

1.3.4 BRIM EDGE TRIM - The brim edge trim on all helmets shall be back impact resistant and fire resistive. All beading shall be bonded to the helmet edge with high temperature resistant adhesive. Preferably, the helmet shall have a high-temperature edge trim with a metal core.

1.3.5 HELMET HARDWARE AND THREAD REQUIREMENTS -
All threaded rods, machine bolts and screws, dowel rods and hex nuts shall be stainless steel. All dome nuts, acorn nuts and threaded inserts where used ion molded parts shall be solid brass. All split style lock washers used shall be bronze. Postman slides for chinstraps shall be nickel plated zinc alloy. Quick release buckles for chinstraps shall be Delrin large style. No rivets of any kind are permissible in the assembly of this helmet. All flat washers shall be stainless steel. All thread used in the earflaps shall be of Nomex Craq Spun Tex 70.

1.3.6 HELMET HANGER LOOP AND BRACKET - A circular hanger loop with at least one inch inside dimension shall be mounted at the rear of the helmet brim and shall be held in place by means of a bracket. Both of these components shall be gold anodized and fastened to the helmet with a machine bolt, lock washer and dome nut meeting hardware specifications aforementioned.

1.3.7 FACE SHIELD MOUNTING BRACKETS - Shall be aluminum or a fiber reinforced thermoplastic with threaded inserts to accept mounting bolts. Brackets shall be mounted using bolts that pass from below, then upward through the brim using the aforementioned hardware.

1.3.8 INTERNAL PROTECTION SYSTEM - The preference is for a helmet that does not require an internal protection system due to the added weight; however, if an internal protection system is required, it shall be comprised of a two part system with at least a .125" thick piece of expanded thermo plastic against the outer shell. The inner liner next to the wearer’s head shall be of a strip of monolithic .100" polycarbonate.

1.3.9 SUSPENSION HEADBAND AND RETENTION SYSTEMS - The suspension, headband and retention systems shall be comprised of the following components: suspension mounting ring; adjustable headband ratchet with padding - easily replaceable, washable and padded coverings for the headband and ratchet; and eight way overhead suspension system.

Suspension mounting ring shall be of injection molded high temperature thermo-plastic and firmly attached to the shell with two bolts each at the right and left side molded in areas, and one screw each at the front and the rear using hardware that meets specs. The mounting ring shall have eight bosses to accept the mounting tabs for the overhead suspension system. The minimum bottom of the ring opening shall be of no less than 19.6 cm from side to side, and no less than 23.5 cm front to rear to accommodate personnel with larger heads and the use of specialized firefighting gear.

Padded headband excluding ratchet assembly shall consist of a one piece injection molded part for strength, durability and comfort. Multi piece headbands are unacceptable.

Self-extinguishing ¼" thick padding shall be applied with pressure sensitive adhesive and run from above and behind each ear and all the way around the brow, while using a separate piece to cover the contact area of the ratchet.

The headband will mount to the suspension tabs by a "T" connector that fits through the suspension tabs at the four diagonal bosses. Each tab and boss shall allow for four adjustable headband settings. The sizing of the headband shall allow for firefighter's heads having measurements of 6 to 9.5 which will eliminate the need for multiple separate sizes of headbands.

The headband ratchet cover will be made using black 7.0 ounce FR cotton low pilling twill laminated to breathable .135" FR padding. The FR padding in turn shall then be laminated to a layer of breathable black Veltex. Both the headband and ratchet cover shall completely wrap around their respective components and be removable or replaceable for washing and or replacement purposes by means of hook fastener tape.

1.3.10 EYE PROTECTION MOUNTING SYSTEM - Shall be NFPA 1971 certified and shall be provided by use of non-conductive materials. Mounting bracket shall be aluminum injection molded, non-conductive fiber reinforced thermo-plastic. Brackets shall provide for easy one handed operation. Face shields shall be 4" by .110" APEC with reinforced end covers.

1.3.11 REFLECTIVE TRIM - Reflective trim shall be five lime yellow 1'x4' reflexite bars, two on each side and one centered on the rear of the brim.

1.3.12 EAR COVERS/FLAPS - Standard ear covers shall be constructed in the following manner: an outer layer of 7.5 oz Basophil nomex fabric preferably golden brown; an inner layer of 7.0 oz FR cotton flannel and a ½" Nomex webbing mounting strip along the top outside edge. Nomex tape mounting strip shall be looped over the four diagonal suspension /headband mounting tabs and the fifth tab at the center rear when the suspension/headband is installed.

1.3.13 WINTER LINER - A winter liner to provide padding and heat protection will be provided to place in the crown portion of the suspension and shall be constructed of the same materials as the earflaps.

1.3.14 CHINSTRAP - The chinstrap shall be made of ¾" black Nomex spun fiber webbing and incorporate a quick release buckle on the wearer's right side; with a postman slide length adjustment on the wearer's left side. The loose end of the strap shall feature storage by means of a Velcro hook and loop fastener strap. Strap shall be installed by inserting the looped ends of the chinstrap up and through the slots in the bottom of the wings on the suspension mounting ring. Retention of the chinstrap shall be made by inserting dowel pins meeting the hardware specifications through the end loops before the mounting ring is installed.

1.3.15 WARRANTY - Manufacturer must provide at time of bid a written statement of warranty terms. Manufacturer shall guarantee the helmets to be free from any defect in material or workmanship for the life of the product. Manufacturer shall guarantee for five (5) years, from the date of manufacturer, the shell against damage or the ability to wear out during normal firefighting and or training activities. This warranty excludes helmets for parts that are lost due to acts of nature or negligence. The successful bidder must be able to provide a local distributor with stock to support any warranty replacement needs should they arise.

1.4 <u>TURNOUT GARMENT/COAT AND PANT – CONSTRUCTION REQUIREMENTS</u>:
It is the desire of the City of Glendale, Arizona, Fire Department that the coat and pant be manufactured by the same provider, to insure consistency, and to avoid liability and interface

problems. Manufacturer warranty terms and duration shall be the same for the turnout coat and turnout pant and shall be provided on a no charge basis.

1.4.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.4.2 ADDITIONAL LABELING: The garment shall provide head to toe blood-borne pathogen resistance protection, including the interface areas, as defined by the NFPA 1971 Viral Penetration Resistance Test using the Phi-X174 bacteriophage, in conjunction with the NFPA 1971 Whole garment Liquid Penetration Test.

TRACKING LABEL SYSTEM: There shall be a two (2) dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information on every separable layer in an obvious location:

a) Unique serial number
b) Item description (size, brand, model, material color)
c) Lot information (date of mfg., size, etc.)
d) Material content
e) The standard to which the garment is compliant
f.) Warnings

1.4.3 THREAD: The thread used in the construction of the coat and pant shall be the same, all thread shall be Nomex of minimum TEX T-60. Seam minimums:

a) All major A Seams should be a minimum of TEX T-90
b) All non-major A Seams should be a minimum of TEX T-60
c) All major B Seams should be a minimum of TEX T-60
d) All moisture barrier seams should be a minimum of TEX T-80
e) All safety serge stich seams on thermal liners can be a combination of TEX T-90 and TEX T-60

1.4.4 STITCH METHODS: The stitching methods used in the construction of the coat and pant shall be the same. In addition, all moisture barrier seams shall be tape sealed to meet NFPA liquid penetration requirements as per NFPA 1971.

Stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly, shall be reinforced using a forty-two (42) stitch minimum bar tack.

NOTE: There shall be no raw edges in any uncoated fabrics.

NOTE: All reinforcements at points of strain shall be accomplished with forty-two (42) stitch bar tacks.

1.4.5 MATERIALS FOR COAT AND PANTS: The turnout garment shall be constructed of the following materials in the following multi-layer configuration. The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 40.2 and a Total Heat Loss (THL) of not less than 271.3 when tested in accordance with NFPA 1971 standard. The turnout coat and pant shall be of the same materials and configuration.

1.4.6 OUTER SHELL MATERIAL: The outer shell shall be constructed PBI® Max, 7oz with Filament Twill Technology™; 70% PBI®/DuPont KEVLAR® spun yarns/30% 600 denier DuPont Kevlar Filament with an extremely durable FPE water resistant Teflon® FPE alloy finish. The coat and pant color shall be Natural in color.

1.4.7 MOISTURE BARRIER MATERIAL: The moisture barrier shall be constructed of CROSSTECH® Black, (Type 2F); NFPA 1851 (2014 edition), 5.0 oz/sq yard. Moisture barrier shall be installed in the garment between the outer shell and the thermal liner. Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. Systems that leave the thermal liner unprotected against fireground liquids and other contaminants are unacceptable. All moisture barrier seams shall be sealed as required by NFPA 1971.

1.4.8 BREATHABILITY REQUIREMENTS: Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom options section, all materials used in the construction of the garments shall be breathable.

1.4.9 THERMAL LINER: The thermal liner shall be comprised of Glide™ high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz/sq/yd. The Kevlar filament yarns shall represent no less than 60% of the face cloth's composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Nomex spun yarns, with superior wicking characteristics, shall be used to promote moisture management within the garment. The Glide™ face cloth shall be quilted to one layer of apertured (11-13 apertures/sq. inch) spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd with a Teflon® finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying. An additional layer of 3.0+ oz. /sq. yd. NOMEX® Chambray face cloth with a Teflon finish shall be positioned toward the outer shell. This layer provides additional thermal insulation and is treated with a Teflon finish to promote minimal moisture storage in the garment as well as promote rapid drying (Total weight +/- 8.0 oz. /sq. yd.)

1.4.10 MOISTURE BARRIER/THERMAL LINER ATTACHMENT: The moisture barrier/ thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a thermoplastic zipper down each front facing, hook and loop along the neck to interface with collar as well as hook and loop and one snap at each sleeve end. The design should provide continuous moisture/blood-borne protection at the sleeve and ankle attachment areas. All other requirements per NFPA standard 1971 will apply.

1.4.11 REINFOREMENT MATERIALS: Reinforcements shall be provided at cuffs, pockets, elbows and shoulders; shall meet the requirements of NFPA 1971.

1.4.11.1 CUFF REINFORCEMENT: Shall be of Black Polymer coated aramid cuff reinforcement to prevent abrasion of the cuff. This shall be a minimum of three inches (3") of total width, for the full circumference of the cuff. The cuff reinforcement on the coat and pant shall be double stitched.

1.4.11.2 SEAM ABRAISION SHIELD: On the inside seam of each pant leg at the cuff and each sleeve at the wrist, shall be an abrasion shield of an additional layer of Black Poly-coated aramid, three-half inches by three inches (3½" wide x 3" long) on the outer shell component to reduce rip out and abrasion friction along the seam.

1.4.11.3 POCKET REINFORCEMENT: BLACK PCA four inches (4") up all four (4) sides on outsides of pockets for reinforcement of the pocket. Any change of certified materials for pocket reinforcements, the manufacturer shall identify the additional cost for the specified material.

1.4.11.4 ELBOW REINFORCEMENT: Shall be of Black Polymer coated KEVLAR® with one-eighth inch (1/8") thick Lite-N-Dri™ cushioning.

1.4.12 REFLECTIVE TRIM: The reflective trim shall consist of three inches (3") Ventilated Scotchlite™ Triple Trim lime/yellow and be of the same materials on the coat and pant.

Reflective trim at the cuffs of sleeves and pants are not to be incorporated into the major A and B seams of the garment. They are to stop a minimum of half an inch (1/2") from the seam on the medial aspect of the legs and the lateral aspect of the arms. Shall comply with requirements as per NFPA 1851.

All reflective trim shall be sewn with four (4) rows lockstitch 301, minimum six (6) stitches per inch for most secure trim attachment.

1.5 COAT CONSTRUCTION REQUIREMENTS:

The turnouts shall be constructed of the above stated materials in a multi-layer configuration for the turnout coat and pant. It is the desire of the City of Glendale, Arizona, Fire Department that the pants be manufactured by the same provider as the coat, to insure consistency, and to avoid liability and interface problems. Manufacturer warranty terms and duration shall be the same for turnout coat as it is stated for turnout pant. All warranty work shall be provided at no cost to the City.

1.5.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.5.2 PATTERNING REQUIREMENTS COAT: Garments be of 3-panel construction in all layers, shall feature Freedom design fully featured with Bi-swing Back for mobility and to eliminate tugging or binding at the shoulders. The design of all three (3) layers shall not have a gap when the firefighter is bending, crawling or climbing. Back shall include a removable accountability patch. Sleeves shall be of full length and of shoulder insert, 2-panel type design. Freedom Elbow design to allow the arm to bend freely while keeping the wrist protected and reducing sleeve travel. The design and cut of the construction throughout the outer shell, moisture barrier and thermal liner should properly interface. The liner should consist of vented features. Underarm bellows shall be included to reduce hem rise and sleeve travel. The Heat Transfer Index rating shall be a minimum of twenty-five (25) seconds for the shoulder when measured at two (2) psi (pounds per square inch). The moisture barrier/thermal liner shall finish no more than one inch (1") from the cuffs and three inches (3") from the hem.

Quilt "Center Cut" Thermal Liner Construction: The moisture barrier shall be completely sewn to a Teflon® treated NOMEX® facecloth at its perimeter. The moisture barrier substrate/facecloth combination will be sewn to the quilted thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. The quilted thermal liner will be oriented toward the wearer. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 3" from thehem.

One piece garments shall not be acceptable in any layers.

1.5.3 THERMAL REINFORCED YOKE: A layer of Semper Dri™, Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two (2) layers of Nomex®/Kevlar® spunlace and a layer of quilted Nomex®/Kevlar® spunlace with no face cloth shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams seven inches (7") down, over the tops of shoulders and down the front approximately 4" ending at the armhole.

1.5.4 **SHELL YOKE REINFORCEMENT:** A layer of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd.)) shall be sewn under shell completely across pleated back approximately seven inches (7") in length. It shall be sewn to the inside of the upper back portion and sleeve eight inches (8") in length and twelve inches (12") across the sleeve.

1.5.5 **INSPECTION PORT**: An inspection port, secured with hook and loop fastener shall be provided in the center left front area to allow the entire interior of the moisture barrier/ thermal liner assembly to be inspected in the field for wear and burn spots without unstitching garment. The port should be a ten inches (10") wide to allow for hydrostatic testing. The Liner Inspection System shall be completely hidden when the liner is properly installed into the outer shell.

1.5.6 **COAT RISE:** with arms extended overhead shall not exceed more than four inches (4") at maximal extension and a minimum of three inches (3") overlap of the outer layer, two inches (2") of thermal layer, must remain over the pant at waist. Shell and liner retraction at the cuff shall not exceed one inch (1") when both arms are raised overhead on properly fitted garments.

1.5.7 **HANG UP LOOP:** a hang up loop made of a triple layer of self-fabric shall be securely reinforced with two forty-two (42) stitch bar tacks on the outside of the coat at the collar seam. Webbing is not acceptable. Hang up loop shall be of a minimum 80 lbs. capacity.

1.5.8 **SIZING:** The sizing shall not allow a gap when the firefighter is bending, crawling or climbing. Sizing: sizing shall be provided in one (1") inch increments including but not limited to, chest size, arm length, coat front and back lengths.

Garments ordered for women members shall be cut on women's patterns, not on modified men's patterns.

Custom sizing shall be provided as needed.

1.5.9 **COAT LENGTH:** The coat shall be designed so that it does not interfere with the natural flexing of the wearer's leg when walking, running or climbing. The coat must at all times provide of at least three inches (3") of overlap when reaching or flexing side to side with the wearer's hands extended overhead, as specified in NFPA 1500. Standard sizing shall be from twenty-nine inch (29") to forty-one inch (41") lengths. Size may be custom tailored for longer bodied firefighters. The coat shall protect against exposure above the waist when bending or reaching.

1.5.10 **LABEL LINER POCKET:** Liner label shall be incorporated into one (1) pocket, eight and a half inches by eight and a half inches (8.5" x 8.5") design located on the front right side of liner and consist of black outer shell material.

1.5.11 **SLEEVES:** Wrist exposure must not occur with overhead extension. Cuff, shell, liner retraction shall not exceed 1 inch (1") when both arms are raised to eliminate wrist exposure. Sleeves shall be of full length and of shoulder insert, 2-panel type design. Pieced in underarm gussets are not acceptable. Sleeves shall be patterned and designed to eliminate coat hem rise.

A combination Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two (2) layers of Nomex®/Kevlar® spunlace and one (1) layer of breathable CROSSTECH® Black (Type 2F) leader shall be sewn no more than one inch (1") back from the combination liner sleeve end to form a sleeve well. Attached by snap and hook and loop sewn full circumference to the end of the thermal liner/CROSSTECH® Black (Type 2F) moisture barrier leader to help secure the combination liner to the outer shell. This sleeve

well shall reduce gaps, water and hazardous materials from entering the sleeve when arms are in a raised position and allow for a full range of motion without binding.

1.5.12 BELLOWS UNDERARMS: Bellows underarm construction shall be used in all layers of the coat-outer shell/moisture barrier/thermal liner-ensuring maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward; shall extend to all inner layers of the coat. The outer shell/moisture barrier/thermal liner bellows shoulder construction shall consist of an underarm and shoulder bellows of elongated football shape not less than eight inches (8") wide by not less than fifteen inches (15") long sewn into each of the coat fabric layers by two-needle construction. The bellows in each layer shall begin at a point corresponding to the front of the armpit, wrap around under the arm and shoulder joint, and terminate at the rear top of the shoulder.

1.5.13 WRISTLET EXTERNAL: External Wristlet: shall consist of 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex, a six inches (6”) long outer wristlet, which shall be mounted to the end of each inner sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/ thermal liner assembly.

1.5.14 WATERWELL AND INTERNAL WRISTLET: A eight inches (8”) isodri® over the hand, consisting of KEVLAR®/NOMEX®/Spandex® wristlet in place to protect from flame and moisture must be featured on every garment. Inner wristlet shall be sewn to the thermal liner sleeve end and not the outer shell. A specified moisture barrier water well with an elastic gather shall be sewn to the moisture barrier sleeve end with all seams sealed to allow maximum channeling of water away from inside the moisture barrier/ thermal liner sleeve end and pass the whole garment water tight integrity test. The thermal liner/wristlet shall be forty-two (42) stitch bar tacked and seam sealed at the junction of the moisture barrier sleeve to water well seam to prevent liner pull out. This inner water well assemble shall be interface capable with the appropriate glove to provide wrist protection during the liquid tight integrity test. The inner wristlet shall provide complete wrist protection from immediate exposures.

1.5.15 COLLAR: Collar flashing shall be of three inches (3”) self-fabric, fully lined with Crosstech® Black lined split collar with hook and loop for attachment to the shell. The collar shall be configured such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. Each collar shall be graded for individual coat sizes. Design shall provide comfort, protection, and confirm the wearer’s neckline is completely protected and not to interfere with SCBA face mask or helmet.

1.5.16 SHOULDER CAPS: A four inches (4") wide area at the top of the shoulders extending six inches (6") from the collar seam shall be capped with self-fabric for abrasion resistance and thermal protection. For additional thermal protection and cushioning, one (1) layer of uninterrupted one-eighth inch (1/8") thick, fire retardant closed-cell foam shall be oriented between the outer shell and the shoulder cap reinforcement.

1.5.17 LINER AND DESIGN ATTACHMENT: Liner shall consist of vented design. Coat inner yoke reinforcement shall be of one (1) layer Semper Dri®, one (1) layer front and back yokes sewn to coat thermal liner for extra thermal protection in a high heat and compression area of the coat. The thermal liner and moisture barrier component shall be completely detachable from the outer shell. The liner front sides shall be attached by thermoplastic zippers with attachment at the neck to the outer shell with hook and loop sewn in the center top edges. The design should provide continuous moisture/blood-borne protection at the front and neck, attachment areas and font sides.

1.5.18 DRAG RESCUE DEVICE: Manufacturer shall supply each coat with a Kevlar Rescue Strap system designed to fit each individual chest size. Each strap is to be properly labeled with Danger Labels that include what chest size the Rescue Strap is designed to fit along with instructions for care installation/removal of the Rescue Strap. Rescue Strap shall be designed in a fashion that it functionally provides a dynamic, articulated action and eliminates excess strapping material from hanging down the back when installed between the garment's liner and outer shell.

The device shall be constructed using two components: a one and a half inch (1.5") Kevlar webbing grab handle; and a free floating loop of Kevlar rope to go around each of the wearer's arm/shoulder. The Kevlar webbing grab handle shall be sized with the center of the loop positioned at the rear of the upper torso and through the grab handle. The grab loop shall extend upward and pass through a reinforced slot in the coat outer shell just below the center rear of the collar seam where it will exit the outer shell with a silver retro-reflective patch attached to the loop handle. The protruding grab loop shall then fold back down over the top of the tunnel and bestowed by Velcro with the pile sewn for the width of the tunnel and the hook sewn on the grab loop. There shall then be an outer shell flap of three inches (3") Red Ventilated reflective trim, set horizontal across flap with four (4) rows lockstitch.

1.5.19 STORM SHIELD/CLOSURE SYSTEM: A storm shield constructed in the Chicago Closure style shall be used. Shall consist of Gore TR7100 PTFE moisture barrier between two (2) layers of self-fabric with an additional thermal layer of Arafil inserted. This will incorporate a double thickness of self-fabric, five inches (5") wide. This shall be mounted on the exterior of the garment on the LEFT side and secured in position with two inches (2") hook and loop Velcro fastener. Closure shall be provided by four (4) hook (stormflap or left side with opening to be facing downward) and four (4) D-Rings (right side) which shall be completely covered by the storm flap. The storm flap shall be attached to the coat with stitching on the left side as worn, with Velcro closure on the right side as worn. Three (3) additional snaps shall be added between the hook and D-Rings for closure reinforcement.

1.5.20 POCKETS: One radio pocket shall be provided, 6.5" high x 3.5" wide x 2" deep. Will consist of outer shell material, polycotton fully lined all three (3) sides inside pocket. Pocket closure shall be secured with Velcro and shall have an antenna notch on both sides with a three inch by three inch (3" x 3") mesh opening. Placement shall be at a one o'clock (01:00) angle, just above chest trim.

There shall be two (2) additional pockets on the front of the coat, one on each side of the closure system at the waist. They shall be KEVLAR® twill fully lined all four sides with BLACK PCA four inches (4") up all four (4) sides on outsides of pockets. They are of bellows style, eight inches high by eight inches wide by two inches deep (8"H x 8"W x 2"D). Closure secured by three (3) pieces of Velcro on flap and one on the pocket. Pockets shall be hanging on coats that are thirty-two (32") or shorter.

All pockets shall have Brass drainage grommets provided in pocket bottom.

1.5.21 REFLECTIVE TRIM: The reflective trim shall consist of three inches (3") Ventilated Scotchlite™ Triple Trim lime/yellow, consisting of one three inches (3") band around each sleeve two inches (2") above the cuff; and one three inches (3") horizontal strip across the front upper torso and an additional strip full circumference on the front and back of the coat, above the hem. An additional, a three inches (3") strip shall extend vertically from the hem trim to the bottom of the yoke in back. **All reflective trim shall be sewn with four rows lockstitch 301, minimum six stitches per inch for most secure trim attachment.**

1.5.22 AMERICAN FLAG: Two inches by three inches (2" x 3") American Flag Emblem of Nomex thread shall be placed on the right sleeve, with stars on upper right corner.

1.5.23 MICROPHONE TAB: There shall be three (3) microphone tabs consisting of triple layer self-fabric: one inch by three inches (1"x 3"). One (1) located on the stormflap two inches (2") below the top, one (1) left, and one (1) right front chest. The placement of the left and right sides shall be just below the collar and next to the stormflap as to not interface with the Self Contained Breathing Apparatus straps.

1.5.24 FLASHLIGHT STRAP: One strap consisting of self-fabric, two inches by twelve inches (2" x 12"), attached by X-stitch and two (2) bar tacks, approximately one and a half inches (1.5") below microphone tab.

1.5.25 GLOVE HOLDER: One strap consisting of self-fabric, two inches by twelve inches (2" x 12"), with Velcro to secure ends. To close with bottom end on top, in a circle when closed. Placed vertically, right of stormflap, secured by X-stitch in center.

1.5.26 SNAP HOLDER: One 2-layer self-fabric flashlight snap holder with two bartacks on right front coat, just above hem trim between pocket and stomflap.

1.5.27 REMOVABLE ACCOUNTABILITY PANEL: shall be of five inches by eighteen inches (5" x 18") patch, consist of two (2) layer self-fabrics; secured with hook and loop, sewn to the top of the patch and the underside of outer layer of the trim and reinforced by two (2) snaps. Lettering shall be of three inches (3") sewn on Lime/Yellow 3M™Scotchlite™ Letters (6-12 characters). Longer names can be of two inches (2") letters.

Lettering shall be FF NAME: 1st initial and last name.

1.6 PANT CONSTRUCTION REQUIREMENTS:

The turnouts shall be constructed of the above stated materials in a multi-layer configuration for the turnout coat and turnout pant. It is the desire of the City of Glendale, Arizona, Fire Department that the pant be manufactured by the same provider as the coat, to insure consistency, and to avoid liability and interface problems. Manufacturer warranty terms and duration shall be the same for turnout pant as it is stated for turnout coat. All warranty work shall be provided on a no charge basis.

1.6.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.6.2 PATTERNING AND DESIGN: The pant shall be multi patterned design to allow for the best optimum balance of comfort, mobility, and protection. Garments shall feature a more tailored fit with contoured legs and knees for better mobility and a radial inseam to reduce tension and add comfort. A radial banded insert runs continuously from the top of knee on one leg, through the crotch area to the top of the opposite knee, reduces tension and adds comfort. Bib style or high back waist or enhanced waist pant are not acceptable.

Legs of the pant shall be boot cut and able to easily slide over the tops of a 14" various brands of structural firefighting turnout boots without hanging up when doffing or causing the boot top to crush in appearance when stowed. Cuff of the pant and lower leg area should not be so tight as to creep up the boot and not fall back to the normal "natural" position when crawling or squatting.

1.6.3 MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be constructed of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two (2) layers of NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd.)), to deter the wicking of moisture up the thermal liner leg of the bottom nine inches

of each thermal leg. The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. The moisture barrier/thermal liner shall finish no more than 3" from the cuffs. For added thermal protection in the knee, an additional layer of uninterrupted 1/8" thick, fire resistant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

1.6.4 MOISTURE BARRIER/THERMAL LINER ATTACHMENT: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Eight (8) evenly spaced snaps shall secure the liner to the integral waistband; two snaps shall be set in leather leg tabs at each leg end and hook and loop on each side of fly facing.

1.6.5 INSPECTION PORT: An inspection port shall be provided at the upper hem of the pant liners secured together with Velcro material, to allow the entire interior to be turned completely inside out for a detailed inspection of the moisture barrier/ thermal liner assembly to be inspected in the field for wear and burn spots without unstitching garment. The port should be a ten inches (10") wide to allow for hydrostatic testing. The Liner Inspection System shall be completely hidden when the liner is properly installed into the outer shell.

1.6.6 SIZING: Pants are to be available on a custom order size basis in one (1) inch waist increments and inseam lengths, including but not limited to, waist measurement and inseam length.

Garments ordered for women members shall be cut on women's patterns, not on modified men's patterns.

1.6.7 KNEE PADDING/THERMAL LAYERING: The manufacturer will provide an additional knee pad with enhanced thermal layering to protect the firefighter from objects while crawling and to provide enhanced TPP, in the knee area. Shall consist of a flexible design and patterning. These pads shall be a minimum of three (3) layers of Lite-N-Dri® foam padding and are attached to the outer shell of the pant. The Heat Transfer Index rating shall be a minimum of 25 seconds for the knee when measured at 8 psi (pounds per square inch). The knee pad shall be made Contoured black Super Fabric knees. The liner shall be internally reinforced at the knee with a separate piece of breathable high temperature, fiber based thermal liner material.

1.6.8 FLY CONSTRUCTION: The outer shell fly shall have an overlapping fly front and be locked stitched to the left side of the front opening and be in proportion to waist size and crotch rise in both length and width. Closure shall be of a thermoplastic zipper inside with 1.5" hook and loop, ¾" hook underneath with double row stitching. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a forty-two (42) stitch bar tack. Additionally, one snap shall be positioned at the inside top of the fly. The storm fly shall be of self-fabric, lined with a four inches (4") strip of CROSSTECH® (Type 2C) moisture barrier material.

1.6.9 BOOT CUT: The back portion of the cuff will gradually curve upward from each side seam to a maximum of 2" at the center back of the pant leg to prevent wear on the back of the cuff.

1.6.10 REFLECTIVE TRIM: The reflective trim shall consist of three inches (3") Ventilated Scotchlite™ Triple Trim lime/yellow, consisting of one strip full circumference around the bottom of the cuff 2"/3" from the bottom cuff. **All reflective trim shall be sewn with four rows lockstitch 301, minimum six stitches/per inch for most secure trim attachment.**

1.6.11 SUSPENDERS: EZH-Back Quick Adjust Non-Stretch suspenders with two inches (2") metal loops shall be included with pant. Color shall be black in a horizontal back strap ("H" cross) design, have four (4) points of attachment, using self-fabric, and leather-reinforced suspender tabs with snaps to secure to pant. The shoulder straps shall be of two inches (2") wide elastic webbing, encapsulated with a long sheath of padding constructed of fire-retardant closed-cell foam laminated to Nomex pajama check substrate with and have a one inch (1") wide lime/yellow Scotchlite strip located the entire length facing outward with two 8" front pull straps for easy adjustment of proper fit. Size shall be determined at time of order and increased or reduced in length accordingly.

1.6.12 BELT AND HARNESS: Two inches (2") wide KEVLAR® belt with two inches (2") self-locking thermoplastic buckle with quick release mechanism. Shall attach to the pant shell by three (3) belt loops, four inches (4") wide by three and a half inches (3.5") high, 2-layers self-fabric, double stitched and bar tacked all four corners. The waist of the pant shall be reinforced on the inside with a layer of self-fabric, not less than one and a half (1.5") in width.

1.6.13 POCKETS: Pants shall be provided with two bellows cargo pockets, fully lined on the outside with BLACK PCA, five inches (5") up. Pockets shall be lined with KEVLAR® on all four (4) sides. Closure shall consist of hook and loop material, with full one and a half inches (1.5") Velcro hook across the entire length of the top outside edge of the pocket three vertical stripes on pocket flap of one and a half inches (1.5") Velcro pile Brass drainage grommets shall be provided in pocket bottom.

Left thigh pocket shall consist of an internal pocket system for tools. Two (2) layers to create six (6) compartments. The materials shall be of self-fabric lined with KEVLAR® on the inside. Dimensions are ten inches wide by nine inches high and two inches expansion (10"wide, and 9"high and a 2").

Right thigh pocket shall consist of split bellow pocket, an internal pocket divide in half vertically with Kevlar twill attached with three (3) snaps to allow for full or half pocket use. Dimensions are nine inches wide, eight inches high and two inches expansion (9"wide, and 8"high and a 2"expansion).

1.6.14 TAKE UP STRAPS: Two (2)fully adjustable take up straps on each side, one inch by ten inches (1" x 10") in length and shall be provided quickly adjust of the waistband to properly allow a snug fit. These straps shall be constructed of two (2) layers of self-fabric and shall have a spring loaded postman's slide fastening device to insure a non-slip fit and bar tacked to shell, pull forward. Plastic fasteners are not acceptable. Leather take up straps are not acceptable.

1.7 STRUCTURAL FIREFIGHTING GLOVES–CONSTRUCTION REQUIREMENTS:

This specification details minimum requirements for materials, design and construction features to be incorporated in structural firefighting gloves. Hereafter referred to as, glove. Each manufacturer must carefully read these specifications and respond to any and all requests for compliance. **Failure to do so may be the cause for rejection of the bid.**

The glove shall be a gunn cut pattern with wing thumb and wrap around index finger. Lining is completely sewn 8 oz S.E.F. Modacrylic, laminated to Gore RT7100 Glove Barrier Fabric. Seams shall be sealed with a DuPont® silicone sealant. The one-piece lining is permanently sewn to the glove shell in the area of the fingertips and wrist as to eliminate the opportunity for lining pullouts. The glove body shall extend 2" above the wrist crease and shall have a shirred elastic snuggler at the wrist.

1.7.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.7.2 OUTERSHELL: Shall be constructed of heavy weight, fire retardant, heat resistant, 3.50 to 4.0 oz., grain elk hide on the glove back. Shelby abrasion resistant, multidirectional fiber structure, brushed pigskin on the palm.

1.7.3 THERMAL LINER: Shall be of 8 oz. S.E.F. Modacrylic fleece laminated to Gove RT7100 glove barrier fabric.

1.7.4 PROTECTIVE BARRIER: Shall be of Gore (PTFE) RT7100 glove barrier fabric and shall be combined (laminated) to the thermal liner. The breathable barrier/thermal liner system shall be individually graded and sized proportionally to human hand sizes.

1.7.5 WRIST PULL: Shall be 3" x 3 ½" round leather pull, sewn to glove body.

1.7.6 HANGER LOOP: Shall be ¼" fire retardant, heat resistant split cowhide.

1.7.7 THREAD: Shall be sewn with high burst strength Kevlar 30/5 lock stitch, 8-10 stitches per inch.

1.7.8 SIZING: Sizing shall be available in XXS, XS, S, M, L, XL, J

1.8 STRUCTURAL FIREFIGHTING HOODS – CONSTRUCTION REQUIREMENTS:

This specification details minimum requirements for materials, design and construction features to be incorporated in structural firefighting hoods. Hereafter referred to as, hood. Each manufacturer must carefully read these specifications and respond to any and all requests for compliance. **Failure to do so may be the cause for rejection of the bid.**

1.8.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.8.2 MATERIAL SPECIFICATIONS: The overall construction of the hood shall be manufactured with Ultra C6 fabric of 65% Oxidized Polyacrylonitrile (OPF) and 35% artificial tri-blend of 1 x 1 Rib Knit. The material weight shall be 6.5 oz / yd^2 (+1 / -.5)

1.8.3 FABRIC PERFORMANCE VALUES: The Hood fabric shall be self-extinguishing, inherently flame resistant, odor neutralizing, anti-static, with low heat conductivity. Fabric shall maintain performance values after laundering and finished to minimize shrinkage. Rib Knit shall allow for stretch and shape retention.

1.8.4 THERMAL PROTECTIVE PERFORMANCE: 2 ply, as received; 2 ply, after 5 washes

1.8.5 OVERALL LENGTH: 23 Inches

1.8.6 FACE OPENING: Full Face Opening Circular Measurement 120 mm – 145 mm; Sewn with ½" elastic. Elastic is encapsulated in material and cover stitched elastic face opening stretches to accommodate a circumference of at least 31" (800 mm) for ease of donning, snug fit, and proper seal with SCBA

1.8.7 BINDING: Binding of same fabric material to enhance design with a finished look.

1.8.8 SEAMS: Thread used shall be 100% Nomex; Head design with traditional center head seam.

1.9 STRUCTURAL FIREFIGHTING BOOTS – CONSTRUCTION REQUIREMENTS:

The City's Fire Department has undergone a field wear test to identify and select multiple brands of firefighter boots to best accommodate Glendale Firefighters. As our department has grown, we now have firefighters that do not all fit into one specified manufacturer. The approval of multiple vendors for boots will allow us to accommodate the best fit and size boot, limiting fatigue and other health related problems for the individual feet variance of Glendale firefighters.

Specifications for the three (3) manufacturers have been tested and approved;

- Honeywell Pro Warrington 5007
- Globe Shadow™
- Black Diamond X2

1.9.1 COMPLIANCE OF STANDARDS AND REGULATIONS – *Refer to Section 1.2*

1.9.2 ADDITIONAL CERTIFICATION: In addition to the NFPA 1971 Standard, must also meet the Class 75 impact resistance/compression resistance requirements of ASTM F2413-05.

1.9.3 SIZING: Boot fit shall be true to size, not requiring up sizing due to inserts. If up sizing is required due to incorrect last modeling or addition of required inserts, there shall be no up charge. See each Manufacture/Model for size specifications.

1.9.4 <u>BOOT SPECIFICATIONS #1: MFG/MODEL: HONEYWELL BT5007:</u>

- Texon Board Shinguard
- Bootie Package with full-height Crosstech® Moisture Barrier and a 7.5oz Kevlar® Thermal Barrier
- Breathable Advanced™ Ripstop Fabric
- Supportive Goodyear Welt Construction
- PowerToe™ Protection
- Broad Oblique Steel Toe
- Reflective Welt
- Heavy-duty Round Handle Strap
- Reinforced Side and Back Stays
- APT Barcode
- Premium Quality Military AB Leather
- Heel Grip Wall
- Visible PowerHeel™
- Removable Molded Insert
- Corrosion resistant Triple-rung Shank
- Puncture-resistant Stainless Steel Bottom Plate
- Vibram® Lug Broad-base Sole

1.9.4.1 SIZING: Boot shall comply with 1.9.3. Boot fit shall be true to size, not requiring up sizing due to inserts. If up sizing is required due to incorrect last modeling or addition of required inserts, there shall be no up charge for 4E widths. Additional width of 5E shall be available as a special order boot with no longer than a six week date of delivery.

Full and half sizes in the following sizes and widths are to be available.

C widths	**6-12, 13, 14**
D widths	**4-13, 14, 15**
E widths	**4-13, 14, 15**
3E widths	**4-13, 14, 15**
4E widths	**6-16**
5E widths	**6-16**

1.9.5 <u>BOOT SPECIFICATIONS #2, MFG/MODEL: GLOBE SHADOW™</u>

- Flame-Resistant, Water-Resistant Heavy Duty Leather

- CROSSTECH Footwear Fabric
- Kevlar Blend Protective Shield
- Pull Straps
- 3D Molded and padded Shin Guard
- Heelport Internal Fit System
- Composite Heel Counter
- Composite Safety Toe Cap
- Vibram Toe Bumper
- 3D Molded Removable Footbeds
- 3D Composite Lasting Board
- Composite Shank
- Composite Puncture Protection
- Vibram Contoured Cup Outsole
- Athletic Footwear Construction
- Slip-Resistant Tread

1.9.5.1 SIZING: Boot shall comply with 1.9.3. Shall be available in:

- Men's: 5-16 (full and half sizes) and 17-18 (full sizes only) in Narrow, Medium, Wide, and X-wide widths. Wide calf model available in all sizes.
- Women's: 5-12 (full and half sizes) in Narrow, Medium, Wide, and X-Wide widths. Wide calf model available in all sizes

1.9.6 BOOT SPECIFICATIONS #3: MFG/MODEL: BLACK DIAMOND X2

- Boot Height: 14 inches
- Leather Upper: Fire-Tuff flame retardant waterproof heavy weight
- Fusion Upper: Fusion fabric – Nomex/Kevlar and Teflon F.P.P.E.
- Strobel Lining Construction: NO liner pull-out
- Lining: Crosstech membrane with Omaha lining
- Kevlar Lining for cut protection
- Tibia Protector: form-fitting shin-guard for maximum protection
- Calf-fit system: extended calf width, maximum flexibility
- Footbed: Ortholite 3-density, multi-fit, removable footbed with TPU heel cradle for comfort, anti-oder, anti-fungal breathable and shock absorption. 3 high density, multi-fit, removable footbed inserts that allow the boot to be fitted from medium, wide and extra wide feet.
- Outsole: Proprietary Rubber comfort cup sole with comfort flex, high abrasion and traction performance. Built-in heel boot jack for easy-off.
- Steel Toe: Oblique, comfort wide toe
- Toe Cap and Heel Protection: molded rubber toe cap and heel for high abrasion and ankle support guard protection
- Protective Plate: Lenzi Puncture Protection
- Steel Shank: Double ridged steel
- Pull-on System: Integrated & reinforced pull-on system. (sewn on leather or fabric tabs or extensions are not approved)
- 3-Point Heel Lock System
- 3M Scotchlite: flame resistant and reflective for added visibility

1.9.6.1 **SIZING:** Boot shall comply with 1.9.3. Multi width boot that can accommodate medium, wide and extra-wide. The sizing should be available in 5 - 15 full sizes and half sizes 8.5 - 11.5

1.10 **CITROSQUEEZE®** - Personal Protective Equipment and Turnout Gear Cleaner. Able to remove hydrocarbons and soils from fire and chemical spills.

1.10.1 **COMPLIANCE OF STANDARDS AND REGULATIONS** – *Refer to Section 1.2*

1.10.2 **CERTIFICATIONS AND ADDITIONAL MANUFACTURER REQUIREMENTS** – *Refer to Section 1.2.2*

1.10.3 **NEW PRODUCT AVAILABILITY** – *Refer to Section 1.2.5*

1.10.4 **DISCONTINUATION OF CONTRACTED ITEM** – *Refer to Section 1.2.6*

1.10.5 **LIABILITY CONSIDERATIONS** – *Refer to Section 1.2.7*

1.10.6 **DELIVERY** – *Refer to Section 1.2.9*

1.10.7 **LABELING:** Shall be permanently attached to each container, certifying the product meets or exceeds the requirements of the latest NFPA standards. Label shall be durable and include:

1.10.8 **COMPONENTS:** Shall be Biodegradable and environmentally safe

1.10.9 **QUANTITY:** Shall be available in five (5) gallon containers

If NOT Compliant, please be specific about what area is not in compliance and thoroughly explain the differences in a separate letter/memo as to why you chose to take an exception. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Any pictures/digitals photos would also be preferred to show any of the exceptions.

COMPLIANCE CHECK SHEET

		Check Response
1.2	**COMPLIANCE OF STANDARDS & REGULATIONS**	
1.2.1	NFPA CERTIFICATION/TRAINING	Yes ☐ No ☐
1.2.2	CERTIFICATIONS/ADDITIONAL MANUFACTURER REQUIREMENTS	Yes ☐ No ☐
1.2.3	SAMPLES	Yes ☐ No ☐
1.2.4	RESEARCH & DEVELOPMENT	Yes ☐ No ☐
1.2.5	NEW PRODUCT AVAILABILITY	Yes ☐ No ☐
1.2.6	DISCONTINUATION OF CONTRACTED ITEM	Yes ☐ No ☐
1.2.7	LIABILITY CONSIDERATIONS	Yes ☐ No ☐
1.2.8	WARRANTY	Yes ☐ No ☐
1.2.9	DELIVERY	Yes ☐ No ☐
1.2.10	USER INFORMATION GUIDE	Yes ☐ No ☐
1.2.11	CLEANING INSTRUCTIONS	Yes ☐ No ☐
1.2.12	TRACEABILITY	Yes ☐ No ☐
1.2.13	LABELING	Yes ☐ No ☐
1.2.14	QUALITY	Yes ☐ No ☐
1.2.15	WORKMANSHIP	Yes ☐ No ☐
1.2.16	REPAIR & REPLACEMENT PARTS	Yes ☐ No ☐
1.2.17	BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL & SAFETY	Yes ☐ No ☐
1.3	**STRUCTURAL FIREFIGHTING HELMET –CONSTRUCTION REQUIREMENTS**	
1.3.2	OUTERSHELL	Yes ☐ No ☐
1.3.3	SUSPENSION SYSTEM	Yes ☐ No ☐
1.3.4	BRIM EDGE TRIM	Yes ☐ No ☐
1.3.5	HELMET HARDWARE AND THREAD REQUIREMENTS	Yes ☐ No ☐
1.3.6	HELMET HANGER LOOP AND BRACKET	Yes ☐ No ☐
1.3.7	FACE SHIELD MOUNTING BRACKETS	Yes ☐ No ☐
1.3.8	INTERNAL PROTECTION SYSTEM	Yes ☐ No ☐
1.3.9	SUSPENSION HEADBAND AND RETENTIONS SYSTEMS	Yes ☐ No ☐
1.3.10	EYE PROTECTION MOUNTING SYSTEM	Yes ☐ No ☐
1.3.11	REFLECTIVE TRIM	Yes ☐ No ☐

	COMPLIANCE CHECK SHEET	Check Response
1.3.12	EAR COVERS/FLAPS	Yes ☐ No ☐
1.3.13	WINTER LINER	Yes ☐ No ☐
1.3.14	CHINSTRAP	Yes ☐ No ☐
1.3.15	WARRANTY	Yes ☐ No ☐
1.4	TURNOUT GARMENT/COAT & PANT - CONSTRUCTION REQUIREMENTS	
1.4.2	ADDITIONAL LABELING	Yes ☐ No ☐
1.4.3	THREAD	Yes ☐ No ☐
1.4.4	STITCH METHODS	Yes ☐ No ☐
1.4.5	MATERIALS FOR COAT & PANTS	Yes ☐ No ☐
1.4.6	OUTER SHELL MATERIAL	Yes ☐ No ☐
1.4.7	MOISTURE BARRIER MATERIAL	Yes ☐ No ☐
1.4.8	BREATHABILITY REQUIREMENTS	Yes ☐ No ☐
1.4.9	THERMAL LINER	Yes ☐ No ☐
1.4.10	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☐ No ☐
1.4.11	REINFORCEMENT MATERIALS	Yes ☐ No ☐
	1.4.11.1 CUFF REINFORCEMENT	Yes ☐ No ☐
	1.4.11.2 SEAM ABRAISION SHIELD	Yes ☐ No ☐
	1.4.11.3 POCKET REINFORCEMENT	Yes ☐ No ☐
	1.4.11.4 ELBOW REINFORCEMENT	Yes ☐ No ☐
1.4.12	REFLECTIVE TRIM	Yes ☐ No ☐
1.5	COAT - CONSTRUCTION REQUIREMENTS	
1.5.2	PATTERNING REQUIREMENTS COAT	Yes ☐ No ☐
1.5.3	THERMAL REINFORCED YOKE	Yes ☐ No ☐
1.5.4	SHELL YOKE REINFORCEMENT	Yes ☐ No ☐
1.5.5	INSPECTION PORT	Yes ☐ No ☐
1.5.6	COAT RISE	Yes ☐ No ☐
1.5.7	HANG UP LOOP	Yes ☐ No ☐
1.5.8	SIZING	Yes ☐ No ☐
1.5.9	COAT LENGTH	Yes ☐ No ☐
1.5.10	LABEL LINER POCKET	Yes ☐ No ☐
1.5.11	SLEEVES	Yes ☐ No ☐
1.5.12	BELLOWS UNDERARMS	Yes ☐ No ☐
1.5.13	WRISTLET EXTERNAL	Yes ☐ No ☐
1.5.14	WATERWELL & INTERNAL WRISTLET	Yes ☐ No ☐

	COMPLIANCE INFORMATION	Check Response
1.5.15	COLLAR	Yes ☐ No ☐
1.5.16	SHOULDER CAPS	Yes ☐ No ☐
1.5.17	LINER & DESIGN ATTACHMENT	Yes ☐ No ☐
1.5.18	DRAG RESCUE DEVICE	Yes ☐ No ☐
1.5.19	STORM SHIELD/CLOSURE SYSTEM	Yes ☐ No ☐
1.5.20	POCKETS	Yes ☐ No ☐
1.5.21	REFLECTIVE TRIM	Yes ☐ No ☐
1.5.22	AMERICAN FLAG	Yes ☐ No ☐
1.5.23	MICROPHONE TAB	Yes ☐ No ☐
1.5.24	FLASHLIGHT STRAP	Yes ☐ No ☐
1.5.25	GLOVE HOLDER	Yes ☐ No ☐
1.5.26	SNAP HOLDER	Yes ☐ No ☐
1.5.27	REMOVABLE ACCOUNTABILITY PANEL	Yes ☐ No ☐
1.6	PANT - CONSTRUCTION REQUIREMENTS	
1.6.2	PATTERNING & DESIGN	Yes ☐ No ☐
1.6.3	MOISTURE BARRIER/THERMAL LINER CONSTRUCTION	Yes ☐ No ☐
1.6.4	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☐ No ☐
1.6.5	INSPECTION PORT	Yes ☐ No ☐
1.6.6	SIZING	Yes ☐ No ☐
1.6.7	KNEE PADDING/THERMAL LAYERING	Yes ☐ No ☐
1.6.8	FLY CONSTRUCTION	Yes ☐ No ☐
1.6.9	BOOT CUT	Yes ☐ No ☐
1.6.10	REFLECTIVE TRIM	Yes ☐ No ☐
1.6.11	SUSPENDERS	Yes ☐ No ☐
1.6.12	BELT AND HARNESS	Yes ☐ No ☐
1.6.13	POCKETS	Yes ☐ No ☐
1.6.14	TAKE UP STRAPS	Yes ☐ No ☐
1.7	STRUCTURAL FIREFIGHTING GLOVES – CONSTRUCTION REQUIREMENTS	
1.7.2	OUTERSHELL	Yes ☐ No ☐
1.7.3	THERMAL LINER	Yes ☐ No ☐
1.7.4	PROTECTIVE BARRIER	Yes ☐ No ☐
1.7.5	WRIST PULL	Yes ☐ No ☐
1.7.6	HANGER LOOP	Yes ☐ No ☐
1.7.7	THREAD	Yes ☐ No ☐
1.7.8	SIZING	Yes ☐ No ☐

	COMPLIANCE INFORMATION	Check Response
1.8	**STRUCTURAL FIREFIGHTING HOODS – CONSTRUCTION REQUIREMENTS**	
1.8.2	**MATERIAL SPECIFICATIONS**	**Yes ☐ No ☐**
1.8.3	**FABRIC PERFORMANCE VALUES**	**Yes ☐ No ☐**
1.8.4	**THERMAL PROTECTIVE PERFORMANCE**	**Yes ☐ No ☐**
1.8.5	**OVERALL LENGTH**	**Yes ☐ No ☐**
1.8.6	**FACE OPENING**	**Yes ☐ No ☐**
1.8.7	**BINDING**	**Yes ☐ No ☐**
1.8.8	**SEAMS**	**Yes ☐ No ☐**
1.9	**STRUCTURAL FIREFIGHTING BOOTS – CONSTRUCTION REQUIREMENTS**	
1.9.2	**ADDITIONAL CERTIFICATION**	**Yes ☐ No ☐**
1.9.3	**SIZING**	**Yes ☐ No ☐**
1.9.4	**BOOT SPEC #1 MFG/MODEL: HONEYWELL BT5007**	**Yes ☐ No ☐**
	1.9.4.1 SIZING	**Yes ☐ No ☐**
1.9.5	**BOOT SPEC #2 MFG/MODEL: GLOBE SHADOW™**	**Yes ☐ No ☐**
	1.9.5.1 SIZING	**Yes ☐ No ☐**
1.9.6	**BOOT SPEC #3 MFG/MODEL: BLACK DIAMOND X2**	**Yes ☐ No ☐**
	1.9.6.1 SIZING	**Yes ☐ No ☐**
1.10	**CITROSQUEEZE®**	
1.10.7	**LABELING**	**Yes ☐ No ☐**
1.10.8	**COMPONENTS**	**Yes ☐ No ☐**
1.10.9	**QUANTITY**	**Yes ☐ No ☐**

2.0 SPECIAL INSTRUCTIONS

2.1 **RETURN OF BID One (1) original hard copy.** The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 **PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 **BIDDER SHEET**, Section 4.0
2.2.2 **PRICE SHEET**, Section 5.0
2.2.3 **COMPLIANCE CHECK SHEET**, pgs. 22-25
2.2.4 **ADDENDUM**, Return all addenda (if applicable).
2.2.5 **CATALOG OR PRICE LIST** (if available)

2.3 **EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.4 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.5 **BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

2.6 **ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. **The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.**

2.7 **PROPRIETARY INFORMATION**

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.

2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

2.12 **EVALUATION CRITERIA** Invitation for Bids are awarded to the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.13 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.14 **EVALUATION LITERATURE**

Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.

2.15 **COMPLIANCE INFORMATION:** The compliance information requested in Section One, Specifications, is for evaluation of the materials or equipment to be supplied. Bidders must check the appropriate response. A "yes" reply shall indicate the item will be supplied as specified. A "no" reply shall indicate the item will not be supplied as specified. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Product brochures and literature suitable for evaluation must also be submitted. Any pictures/digitals photos would also be preferred to show any of the exceptions. For evaluation, the City will assume that any line left blank and not completed will not be furnished as specified.

2.16 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.17 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on

behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

2.18 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm for information and instructions on how to file a protest with the City of Glendale.

2.19 **CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 **PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law. If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF

3.4 **NON-EXCLUSIVE CONTRACT:** The resultant contract is non-exclusive and is for the sole convenience of the City. The City reserves the right to obtain similar goods and services from alternative sources if needed.

3.5 **AWARD BY LINE ITEM/GROUP:** The award will be made by line item with the exception of lines 5.1.2 and 5.1.3 Turnout Coats and Pants must be bid together and they will be awarded as one group otherwise an offeror does not have to bid on all of the line items to submit a bid.

3.6 **PRICE & PRICE ADJUSTMENTS** All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

3.7 **DELIVERY** All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.

3.8 **DELIVERY TIME** All deliveries shall be made within City of Glendale warehouse hours, 6:30 am – 2:30 pm, Monday through Friday, excluding City holidays. All deliveries shall be made within the specified timeframe according to Sections.

3.9 **TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.

3.10 **OPTION TO EXTEND** The City, may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.11 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.

3.12 **INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

Type of Insurance (Minimum)	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	$1,000,000

Personal and Advertising	$1,000,000
General Aggregate	$2,000,000
Products-Completed Operations	$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

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

3.13 INDEMNIFICATION CLAUSE:

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

3.14 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contactor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.15 WARRANTIES Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

3.16 NON-DISCRIMINATION By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic

characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to by bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.17 **COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

3.18 **EMERGENCY PURCHASES** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

3.19 **RESPONSIBILITY FOR CORRECTION** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.

3.20 **PERFORMANCE INTERFERENCE** Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.
Department Contact: Wayne Smith
Phone: 602.930.4411

3.21 **CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

4.0 CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-31

TITLE: FIREFIGHTER TURNOUT GEAR

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. **You are required to sign three (3) copies of this Acceptance form and return with this Bid**. Failure to furnish signed copies of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: _____ Contractor Signature: _____

Company Address: _____ Printed Name and Title: _____

_____ Telephone No. _____

Company Federal I.D:_____ Arizona Sales Tax No._____

Email Address: _____

ACCCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: **ATTEST:** _____

Printed Name and Title: **City Clerk** (SEAL)

_____ **APPROVED AS TO FORM:**

Kevin R. Phelps City Manager

_____

Date: _____ **City Attorney**

5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 FIREFIGHTER TURNOUT GEAR

Item No.	Estimated Quantities (A)	Unit	Description	Unit Price (B)	Extended Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: _____	$_____	$_____
5.1.2	150	Each	TURNOUT COATS Mfg/Model: _____	$_____	$_____
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: _____	$_____	$_____
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: _____	$_____	$_____
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: _____	$_____	$_____
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007	$_____	$_____
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™	$_____	$_____
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$_____	$_____
5.1.9	125	5 Gallons	TURNOUT SOAP/CITROSQUEEZE	$_____	$_____
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		$_____

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax Rate: _____%

5.3 DELIVERY Bidder states that all orders shall be delivered per Section 1.2.9 after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

☐ YES, I will accept payment under this contract with the Procurement Card.

☐ NO, I will not accept payment under this contract with the Procurement Card.

Company Name:_____

BID TABULATION

5.1 FIREFIGHTER TURNOUT GEAR

				FDC RESCUE PRODUCTS	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: _____		NO BID
5.1.2	150	Each	TURNOUT COATS Mfg/Model: _____		NO BID
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: _____		NO BID
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: _____		NO BID
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: _Majestic PAC II 23"_	$ 36.68	$ 29,344.00
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007		NO BID
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™		NO BID
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$ 284.00	$ 28,400.00
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE		NO BID
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 57,744.00**

				L.N. CURTIS & SONS	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: Bullard FX	**Non-compliant product**	
5.1.2	150	Each	TURNOUT COATS Mfg/Model: _____		NO BID
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: _____		NO BID
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: Shelby 5280(G)	$ 69.50	$ 13,900.00
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: PGI 3049298	**Non-compliant product**	
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007	$ 384.50	$ 38,450.00
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™	$ 355.10	$ 35,510.00
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2		NO BID
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE	$ 110.00	$ 13,750.00
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 101,610.00**

BID TABULATION

5.1 FIREFIGHTER TURNOUT GEAR

				UNITED FIRE EQUIPMENT	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: Cairns 660C FD* - Color	Non-compliant product	
5.1.2	150	Each	TURNOUT COATS Mfg/Model: Lion/Super Deluxe CSTM	$ 1,381.34	$ 207,201.00
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: Lion/V-Force PVFM/F	$ 940.16	$ 141,024.00
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: Lion Ace Commander LPG928BK	$ 72.50	$ 14,500.00
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: Majestic/C6 PAC III-23	$ 43.50	$ 34,800.00
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007		NO BID
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™		NO BID
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2		NO BID
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE	$ 128.00	$ 16,000.00
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 413,525.00**
			UNITED FIRE - TOTAL AWARD		**$ 348,225.00**

				WESTERN STATES FIRE	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model:		NO BID
5.1.2	150	Each	TURNOUT COATS Mfg/Model:		NO BID
5.1.3	150	Each	TURNOUT PANTS Mfg/Model:		NO BID
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model:		NO BID
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model:		NO BID
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007		NO BID
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™		NO BID
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$ 288.00	$ 28,800.00
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE		NO BID
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 28,800.00**

File #: 16-179, **Version:** 1

AWARD OF BID 16-31, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FIREFIGHTER TURNOUT GEAR FROM L. N. CURTIS & SONS

Staff Contact: Terry Garrison, Fire Chief

Purpose and Recommended Action

This is a request for City Council to award bid IFB 16-31 and authorize the City Manager to enter into an agreement with L. N. Curtis & Sons in an amount not to exceed $111,000 for the initial award for the purchase of turnout gear. This request also authorizes the City Manager to extend the award, at his sole discretion, for an additional four years in one-year increments with price adjustments in accordance with IFB 16-31 in an amount not to exceed $610,000 over the full term of the agreement.

Background

The city's Materials Management division issued an Invitation for Bid (IFB) on February 11, 2016, for supply of turnout gear. Two bids were received in response to IFB 16-31 for structural firefighting gloves, three bids were received for three different types of firefighting boots and two bids were received for turnout soap. The offer submitted by L.N. Curtis & Sons was reviewed and determined to be the lowest in price for firefighting gloves, two of the three types of boots and lowest price for turnout soap.

The award shall begin on May 1, 2016 and continue for one (1) year. The bid contains an option that will permit the city to extend the bid for an additional four (4) years in one-year increments. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

Analysis

In conjunction with the Materials Management division, Fire Staff reviewed the amounts quoted for all items. After adding the projected sales tax rates and a 10% contingency, we rounded the total amounts for the annual purchase and for the total of the contract.

Previous Related Council Action

On February 22, 2011, council awarded IFB 11-25 for firefighter turnout gear to Municipal Emergency Services, Inc.

On February 28, 2006, council awarded IFB 05-39 for firefighter turnout gear to Total Fire Group.

Community Benefit/Public Involvement

The Glendale Fire Department provides essential emergency services throughout the community. Purchase of the turnout gear will continue to provide firefighters the protective equipment needed to ensure the safety of the firefighters and the continued safety and services to the community.

Budget and Financial Impacts

Funding for this item is available in the Fire Department's Turnout Gear budget. As in previous years, the fire department will also continue to apply for grant funding to purchase the second set of gear for our firefighters. The second set of turnouts is also included in the future years of the Capital Improvement Plan. Our budget will be spent between the three turnout vendors. See council reports for FDC Rescue Products and United Fire.

Cost	Fund-Department-Account
$196,051	1000-12433-512600 - Personal Protective Gear - Turnouts
$650,000	Capital Improvement Plan

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

4.0 CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-31

TITLE: FIREFIGHTER TURNOUT GEAR

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. **You are required to sign three (3) copies of this Acceptance form and return with this Bid.** Failure to furnish signed copies of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: L.N. Curtis & sons Contractor Signature: _____

Company Address: 4647 South 33rd Street Printed Name and Title: Brendon Norton, Manager

Phoenix, AZ 85040 Telephone No. 602-453-3911

Company Federal I.D: 94-1214350 Arizona Sales Tax No. 07569854-C

Email Address: bnorton@lncurtis.com

ACCCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: **ATTEST:** _____

Printed Name and Title: **City Clerk** (SEAL)

_____ **APPROVED AS TO FORM:**

Kevin R. Phelps City Manager

Date: _____ _____

City Attorney

5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 FIREFIGHTER TURNOUT GEAR

Item No.	Estimated Quantities (A)	Unit	Description	Unit Price (B)	Extended Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: Bullard FX	$ 161.70	$ 24,255.00
5.1.2	150	Each	TURNOUT COATS Mfg/Model:	$No Bid	$
5.1.3	150	Each	TURNOUT PANTS Mfg/Model:	$ No Bid	$
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: Shelby 5280(G)	$ 69.50	$ 13,900.00
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: PGI 3049298	$ 29.50	$ 23,600.00
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007	$ 384.50	$ 38,450.00
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™	$ 355.10	$ 35,510.00
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$No Bid	$
5.1.9	125	5 Gallons	TURNOUT SOAP/CITROSQUEEZE	$ 110.00	$ 13,750.00
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		$ 149,465.00

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax Rate: 8.6 **%**

5.3 DELIVERY Bidder states that all orders shall be delivered per Section 1.2.9 after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

☒ YES, I will accept payment under this contract with the Procurement Card.

☐ NO, I will not accept payment under this contract with the Procurement Card.

Company Name: L.N. Curtis & sons

If NOT Compliant, please be specific about what area is not in compliance and thoroughly explain the differences in a separate letter/memo as to why you chose to take an exception. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Any pictures/digitals photos would also be preferred to show any of the exceptions.

COMPLIANCE CHECK SHEET

		Check Response
1.2	**COMPLIANCE OF STANDARDS & REGULATIONS**	
1.2.1	NFPA CERTIFICATION/TRAINING	Yes ☒ No ☐
1.2.2	CERTIFICATIONS/ADDITIONAL MANUFACTURER REQUIREMENTS	Yes ☐ No ☒
1.2.3	SAMPLES	Yes ☒ No ☐
1.2.4	RESEARCH & DEVELOPMENT	Yes ☒ No ☐
1.2.5	NEW PRODUCT AVAILABILITY	Yes ☒ No ☐
1.2.6	DISCONTINUATION OF CONTRACTED ITEM	Yes ☒ No ☐
1.2.7	LIABILITY CONSIDERATIONS	Yes ☒ No ☐
1.2.8	WARRANTY	Yes ☒ No ☐
1.2.9	DELIVERY	Yes ☒ No ☐
1.2.10	USER INFORMATION GUIDE	Yes ☒ No ☐
1.2.11	CLEANING INSTRUCTIONS	Yes ☒ No ☐
1.2.12	TRACEABILITY	Yes ☒ No ☐
1.2.13	LABELING	Yes ☒ No ☐
1.2.14	QUALITY	Yes ☒ No ☐
1.2.15	WORKMANSHIP	Yes ☒ No ☐
1.2.16	REPAIR & REPLACEMENT PARTS	Yes ☒ No ☐
1.2.17	BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL & SAFETY	Yes ☒ No ☐
1.3	**STRUCTURAL FIREFIGHTING HELMET –CONSTRUCTION REQUIREMENTS**	
1.3.2	OUTERSHELL	Yes ☒ No ☐
1.3.3	SUSPENSION SYSTEM	Yes ☒ No ☐
1.3.4	BRIM EDGE TRIM	Yes ☒ No ☐
1.3.5	HELMET HARDWARE AND THREAD REQUIREMENTS	Yes ☐ No ☒
1.3.6	HELMET HANGER LOOP AND BRACKET	Yes ☐ No ☒
1.3.7	FACE SHIELD MOUNTING BRACKETS	Yes ☒ No ☐
1.3.8	INTERNAL PROTECTION SYSTEM	Yes ☐ No ☒
1.3.9	SUSPENSION HEADBAND AND RETENTIONS SYSTEMS	Yes ☐ No ☒
1.3.10	EYE PROTECTION MOUNTING SYSTEM	Yes ☒ No ☐
1.3.11	REFLECTIVE TRIM	Yes ☒ No ☐

	COMPLIANCE CHECK SHEET	Check Response
1.3.12	EAR COVERS/FLAPS	Yes ☐ No ☒
1.3.13	WINTER LINER	Yes ☐ No ☒
1.3.14	CHINSTRAP	Yes ☒ No ☐
1.3.15	WARRANTY	Yes ☒ No ☐
1.4	TURNOUT GARMENT/COAT & PANT - CONSTRUCTION REQUIREMENTS	
1.4.2	ADDITIONAL LABELING	Yes ☐ No ☐
1.4.3	THREAD	Yes ☐ No ☐
1.4.4	STITCH METHODS	Yes ☐ No ☐
1.4.5	MATERIALS FOR COAT & PANTS	Yes ☐ No ☐
1.4.6	OUTER SHELL MATERIAL	Yes ☐ No ☐
1.4.7	MOISTURE BARRIER MATERIAL	Yes ☐ No ☐
1.4.8	BREATHABILITY REQUIREMENTS	Yes ☐ No ☐
1.4.9	THERMAL LINER	Yes ☐ No ☐
1.4.10	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☐ No ☐
1.4.11	REINFORCEMENT MATERIALS	Yes ☐ No ☐
	1.4.11.1 CUFF REINFORCEMENT	Yes ☐ No ☐
	1.4.11.2 SEAM ABRAISION SHIELD	Yes ☐ No ☐
	1.4.11.3 POCKET REINFORCEMENT	Yes ☐ No ☐
	1.4.11.4 ELBOW REINFORCEMENT	Yes ☐ No ☐
1.4.12	REFLECTIVE TRIM	Yes ☐ No ☐
1.5	COAT - CONSTRUCTION REQUIREMENTS	
1.5.2	PATTERNING REQUIREMENTS COAT	Yes ☐ No ☐
1.5.3	THERMAL REINFORCED YOKE	Yes ☐ No ☐
1.5.4	SHELL YOKE REINFORCEMENT	Yes ☐ No ☐
1.5.5	INSPECTION PORT	Yes ☐ No ☐
1.5.6	COAT RISE	Yes ☐ No ☐
1.5.7	HANG UP LOOP	Yes ☐ No ☐
1.5.8	SIZING	Yes ☐ No ☐
1.5.9	COAT LENGTH	Yes ☐ No ☐
1.5.10	LABEL LINER POCKET	Yes ☐ No ☐
1.5.11	SLEEVES	Yes ☐ No ☐
1.5.12	BELLOWS UNDERARMS	Yes ☐ No ☐
1.5.13	WRISTLET EXTERNAL	Yes ☐ No ☐
1.5.14	WATERWELL & INTERNAL WRISTLET	Yes ☐ No ☐

	COMPLIANCE INFORMATION	Check Response
1.5.15	COLLAR	Yes ☐ No ☐
1.5.16	SHOULDER CAPS	Yes ☐ No ☐
1.5.17	LINER & DESIGN ATTACHMENT	Yes ☐ No ☐
1.5.18	DRAG RESCUE DEVICE	Yes ☐ No ☐
1.5.19	STORM SHIELD/CLOSURE SYSTEM	Yes ☐ No ☐
1.5.20	POCKETS	Yes ☐ No ☐
1.5.21	REFLECTIVE TRIM	Yes ☐ No ☐
1.5.22	AMERICAN FLAG	Yes ☐ No ☐
1.5.23	MICROPHONE TAB	Yes ☐ No ☐
1.5.24	FLASHLIGHT STRAP	Yes ☐ No ☐
1.5.25	GLOVE HOLDER	Yes ☐ No ☐
1.5.26	SNAP HOLDER	Yes ☐ No ☐
1.5.27	REMOVABLE ACCOUNTABILITY PANEL	Yes ☐ No ☐
1.6	PANT - CONSTRUCTION REQUIREMENTS	
1.6.2	PATTERNING & DESIGN	Yes ☐ No ☐
1.6.3	MOISTURE BARRIER/THERMAL LINER CONSTRUCTION	Yes ☐ No ☐
1.6.4	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☐ No ☐
1.6.5	INSPECTION PORT	Yes ☐ No ☐
1.6.6	SIZING	Yes ☐ No ☐
1.6.7	KNEE PADDING/THERMAL LAYERING	Yes ☐ No ☐
1.6.8	FLY CONSTRUCTION	Yes ☐ No ☐
1.6.9	BOOT CUT	Yes ☐ No ☐
1.6.10	REFLECTIVE TRIM	Yes ☐ No ☐
1.6.11	SUSPENDERS	Yes ☐ No ☐
1.6.12	BELT AND HARNESS	Yes ☐ No ☐
1.6.13	POCKETS	Yes ☐ No ☐
1.6.14	TAKE UP STRAPS	Yes ☐ No ☐
1.7	STRUCTURAL FIREFIGHTING GLOVES – CONSTRUCTION REQUIREMENTS	
1.7.2	OUTERSHELL	Yes ☒ No ☐
1.7.3	THERMAL LINER	Yes ☒ No ☐
1.7.4	PROTECTIVE BARRIER	Yes ☒ No ☐
1.7.5	WRIST PULL	Yes ☒ No ☐
1.7.6	HANGER LOOP	Yes ☒ No ☐
1.7.7	THREAD	Yes ☒ No ☐
1.7.8	SIZING	Yes ☒ No ☐

	COMPLIANCE INFORMATION	Check Response
1.8	**STRUCTURAL FIREFIGHTING HOODS – CONSTRUCTION REQUIREMENTS**	
1.8.2	MATERIAL SPECIFICATIONS	Yes ☒ No ☐
1.8.3	FABRIC PERFORMANCE VALUES	Yes ☒ No ☐
1.8.4	THERMAL PROTECTIVE PERFORMANCE	Yes ☒ No ☐
1.8.5	OVERALL LENGTH	Yes ☒ No ☐
1.8.6	FACE OPENING	Yes ☒ No ☐
1.8.7	BINDING	Yes ☒ No ☐
1.8.8	SEAMS	Yes ☒ No ☐
1.9	**STRUCTURAL FIREFIGHTING BOOTS – CONSTRUCTION REQUIREMENTS**	
1.9.2	ADDITIONAL CERTIFICATION	Yes ☒ No ☐
1.9.3	SIZING	Yes ☒ No ☐
1.9.4	BOOT SPEC #1 MFG/MODEL: HONEYWELL BT5007	Yes ☒ No ☐
	1.9.4.1 SIZING	Yes ☒ No ☐
1.9.5	BOOT SPEC #2 MFG/MODEL: GLOBE SHADOW™	Yes ☒ No ☐
	1.9.5.1 SIZING	Yes ☒ No ☐
1.9.6	BOOT SPEC #3 MFG/MODEL: BLACK DIAMOND X2	Yes ☐ No ☐
	1.9.6.1 SIZING	Yes ☐ No ☐
1.10	**CITROSQUEEZE®**	
1.10.7	LABELING	Yes ☒ No ☐
1.10.8	COMPONENTS	Yes ☒ No ☐
1.10.9	QUANTITY	Yes ☒ No ☐

L.N. CURTIS & SONS

TOOLS FOR HEROES® since 1929

Exceptions to Specifications for IFB 16-31

1.2.2 CERTIFICATIONS/ADDITIONAL MANUFACTURER REQUIREMENTS

We take exception to this requirement for the products proposed below. Items are Not UL Listed, however, please see included Safety Equipment Institute (SEI) Certification document to show annual certification testing has been completed in accordance with the requirements of *NFPA 1971-2013, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.*

- Bullard FX Structural Firefighting Helmet
- Shelby 5280(G) Structural Firefighting Gloves
- Honeywell BT5007 Structural Firefighting Boot
- Globe Shadow Structural Firefighting Boot

1.3.5 HELMET HARDWARE AND THREAD REQUIREMENTS

- Bullard FX helmets meets or surpasses all aspects of this sections requirements with exception of one (1) rivet holding the back D-ring hanger loop. This rivet is field replaceable with a bolt & nut configuration.

1.3.6 HELMET HANGER LOOP AND BRACKET

- Bullard FX helmet D-ring fastened by a stainless steel rivet. This rivet is field replaceable with a bolt & nut configuration.

1.3.8 INTERNAL PROTECTION SYSTEM

- Bullard FX helmet impact liner consists of a urethane foam liner glued to a black high-heat resistant inner shell with a heat deflection temperature >220°F @ 264 psi. The urethane foam liner shall be formed without the use of CFCs to eliminate the potential for additional expansion when subjected to heat during actual use.

1.3.9 SUSPENSION HEADBAND AND RETENTIONS SYSTEMS

- Bullard FX helmets meets or surpasses all aspects of this sections requirements with exception to sizing. Bullard FX fits sizes 6 – 8-1/2

1.3.12 EAR COVERS/FLAPS

- Bullard FX helmets ear/neck protector shall consist of a 6-oz. rip-stop Nomex outer shell backed with two layers of flame retardant cotton flannel for comfort and protection. A 1" strip of Velcro loop material shall be stitched in one continuous band across the top of the outer shell of the ear/neck protector for attachment to the inner shell.

1.3.13 WINTER LINER

- Bullard FX helmet impact liner consists of a urethane foam liner glued to a black high-heat resistant inner shell which eliminates the need for a winter liner.

4647 South 33rd Street • Phoenix, AZ 85040 • Phone 602-453-3911 • Fax 602-453-3910
www.LNCURTIS.com

FX Series Structural Fire Helmet

Contemporary Style. Heavy Duty.

FX Series fire helmets are designed Bullard Tough for extreme conditions. With a low center of gravity for superior balance, FX fire helmets incorporate recommendations from veteran fire professionals from around the world. Choose the FX for proven on-the-job performance and long-lasting durability.

Contemporary Styling

The sleek design of the FX Fire Helmet offers lightweight comfort and a low center of gravity. This is vital to providing a stable and comfortable fit in the uncertain environment of a fire scene. The easy-turn ratchet sizing and leather ratchet cover increases overall comfort and security.

Tough and Durable Color-Through Fiberglass

The outer shell of the FX is made of fiberglass. Fiberglass, a composite material, is more resistant to chemical attack and is stable under extreme high heat exposure. FX helmets have color pigment molded throughout the outer shell, so nicks and chips are less visible.

NFPA Approved

The FX Fire Helmet exceeds the NFPA 1971, *Standard on Protective Ensemble for Structural Fire Fighting and Proximity Fire Fighting,* 2013 Edition Pertaining to Structural Fire Helmets.

Molded Inner Liner Impact Cap System

FX helmets include a molded inner liner impact cap system that provides superior durability, resistance to heat, and thermal rise protection. It also keeps the helmet shell secure and stable, and the molded goggle grommets allow for greater goggle comfort, support, and performance.

Online Leather Front Ordering

Personalized leather front ordering has never been easier! Design your own leather front, right online at www.BuildYourBullard.com.

Maximum Visibility

FX helmets feature Scotchlite® striping, which retains reflectivity to 500°F (260°C). This makes Scotchlite the toughest material available for helmet markings. FX helmets also feature the unique R330 optically-correct faceshield. The R330 eliminates distortion found in some faceshields and reduces eye stress and fatigue.

Integrated Helmet Lighting Available

The FX Fire Helmet is available with Bullard TrakLite® helmet lighting. Featuring multiple forward-facing, long lasting, bright LED lights, TrakLite is integrated into the helmet design for excellent weight balance and illumination. Added safety features include the rear buddy indicator light, long battery life (uses four AAA batteries) and easy on/off operation.

Cost-Effective Maintenance

FX helmets are designed from the start to make maintenance easy and cost-effective. Fewer components and one of the lowest total costs of ownership in the industry will truly make your FX helmet a long-term investment. Plus, special mold-formed faceshields mean less stress cracking and longer lasting faceshields.

Quick, Easy Sizing

The FX is designed for exceptional balance, comfort, stability and interface with respiratory equipment. The Bullard Sure-Lock® ratchet headband offers both an easy-turn ratchet sizing and a unique three-position height adjuster to create a completely personalized fit. The FX helmet is equipped standard with a leather ratchet cover.

Custom Comfort

All Bullard fire helmets are equipped with the U-Fit System, offering 12 custom comfort settings. By engineering our helmets to include 12 points of adjustment, you can adjust the ride and balance of your helmet. It's like having a custom-fitted helmet, designed just for you.

The FX also has a comfortable 6-point suspension system with cushioned crown pad for optimal comfort.

Bullard®

www.bullard.com

FX Fire Helmet

Technical Specifications

Dimensions: 14"L x 12"W x 7"H
Outer Shell Material: Fiberglass
Inner Shell Material: Non-CFC Urethane foam
Suspension: 6-point with soft crown pad
Warranty: Date of Manufacture; five (5) years on shell, 10 years on non-electronic components

❶ **Fiberglass outer shell**
The FX outer shell has color pigment molded throughout the shell. It offers a tough fiberglass shell offering the ultimate in chemical and extreme heat resistance.

❷ **M-PACT Plus Molded Inner Liner System**
Protects head against heat rise and provides an extra layer of protection against falling objects.

❸ **4" optically correct faceshield**
Optically correct faceshield eliminates distortion and reduces eye stress and fatigue.

❹ **Nomex® ear cover**
Nomex is a heat and flame resistant fabric made by DuPont. Provides premium protection in high heat situations.

❺ **Chinstrap with postman's slide**
Easy to adjust and secure.

❻ **Sure-Lock® ratchet headband with comfort brow pad** (leather brow pad optional):
Sure-Lock is the top performing ratchet headband, made exclusively by Bullard. Comfort brow pad is removable and washable or replaceable.

❼ **Scotchlite® reflective markings**
Highest quality reflective material available; retains reflectivity to 500° F (260° C). No burning, cracking or peeling.

❽ **Stainless steel D-ring**
Large, durable D-ring allows you to hang your helmet on virtually any size hook.

❾ **Crown straps with crown pad**
Comfortable 6-point suspension system with soft crown pad that provides an extra level of comfort while wearing the helmet.

❿ **Three position ratchet height adjuster** (not shown)
The height adjuster is the base of our 12-point comfort system. Adjust to ride high, low, or somewhere in the middle for a custom fit.

⓫ **TrakLite® Integrated Lighting**
Available with Bullard TrakLite helmet lighting. Featuring multiple forward-facing, long lasting, bright LED lights, TrakLite is integrated into the helmet design for excellent weight balance and illumination. Added safety features include the rear buddy indicator light, long battery life (uses four AAA batteries) and easy on/off operation. Select models can also be retrofitted to include TrakLite.

FX Firedome Helmet NFPA 1971-2013

- Fiberglass outer shell
- Urethane impact liner (R921)
- Black high-heat thermoplastic inner shell (R921)
- Sure-Lock ratchet headband and 6-point nylon crown strap (R637)
- Nomex chinstrap with quick-release buckle and postman's slide fastener (R144)
- Black rip-stop Nomex ear/neck protector (R721)
- 4" hard-coated optically correct faceshield (R330)
- Leather ratchet cover (R160)
- Removable fire resistant cotton brow pad (R635)
- Cotton crown pad (R636)
- Scotchlite reflective striping (R533)

FXA1 Firedome Helmet NFPA 1971-2013

- Same as FX, except without postman's slide and ratchet cover.

FXG Firedome Helmet NFPA 1971-2013

- Same as FX, except with ESS FirePro or Inner Zone Goggles (additional charges may apply)

Options at no additional charge:
- R325 6" Faceshield
- Red-Orange Reflective Scotchlite Striping
- R721YLW Yellow Nomex Ear/Neck Protector

FX Colors: black, red, white, pink, yellow, blue, orange, lime-yellow, green

BUILD YOUR Bullard
www.BuildYourBullard.com

Americas:
Bullard
1898 Safety Way
Cynthiana, KY 41031-9303 • USA
Toll-free within USA: 877-BULLARD (285-5273)
Tel: +1-859-234-6616
Fax: +1-859-234-8987

Europe:
Bullard GmbH
Lilienthalstrasse 12
53424 Remagen • Germany
Tel: +49-2642 999980
Fax: +49-2642 9999829

Asia-Pacific:
Bullard Asia Pacific Pte. Ltd.
LHK Building
701, Sims Drive, #04-03
Singapore 387383
Tel: +65-6745-0556
Fax: +65-6745-5176

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Scotchlite is a registered trademark of 3M Company.

8245 (0813)

FX Series
Structural Fire Helmet
Technical Specifications

Helmets for Structural Firefighting shall meet or exceed NFPA 1971, *Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting,* 2013 Edition (Pertaining to Structural Fire Helmets). Certification/verification shall be furnished by written documentation supplied by a recognized independent third party test laboratory.

A sample helmet meeting the requirements of this specification shall be supplied upon request for inspection and verification of compliance within 10 working days.

The authority having jurisdiction reserves the right to accept bids submitted per their evaluation based upon compliance to the standard performance and any other applicable requirements concerning fit and function.

The authority having jurisdiction reserves the right to accept the most appropriate helmet based on the above stated criteria without regard to lowest price offerings.

Successful bidders shall ship helmets per award from the manufacturer within 14 working days after receipt of order from the distributor.

General
Helmets conforming to this specification are designed to help protect the firefighter from head and neck injuries related to structural firefighting activities.

The helmet manufacturer shall be certified ISO 9001 company to assure quality procedures and production capabilities.

Physical Configuration
The basic helmet shall be flared, rear-brim design with a length of 14", a width of 10" at the faceshield hardware and a height of 6-7/8".

Shell
The shell shall be comprised of a composite fiberglass with a thermoset fire retardant resin.

Color pigment shall be added to the resin as part of the manufacturing process that molds the helmet to maintain appearance by maksing chips and scratches that might occur in daily wear and tear.

Hard coat gloss-finish fire retardant polyester powder shall also be applied during the molding process to the outer finish of the helmet, which produces a homogenous material, further reducing scratches and marring.

The shell finish shall be available in white, yellow, red, black, orange, lime-yellow, pink and green.

The edge of the outer shell shall have an aluminum reinforced, elastomeric edge beading that is secured at the rear of the brim by a stainless steel clip and D-ring fastened by a stainless steel rivet. The edge beading shall not melt, drip or ignite when tested to NFPA 1971-2013.

The edge of the outer shell shall have aluminum reinforced, elastomeric edge beading that is secured at the rear of the brim by a stainless steel clip and D-ring fastened by a stainless steel rivet. The edge beading shall not melt, drip or ignite when tested to NFPA 1971-2013.

Impact Liner System
The impact liner shall consist of a urethane foam liner glued to a black high-heat resistant inner shell with a heat deflection temperature >220°F @ 264 psi. The urethane foam liner shall be formed without the use of CFCs to eliminate the potential for additional expansion when subjected to heat during actual use.

The black inner shell shall have four 1" x 3" pieces of adhesive-backed Velcro® hook material attached, two to each side, to secure the ear/neck protector at the side of the inner shell.

Crown Strap Suspension System
The crown strap suspension system shall be three 3/4" nylon web straps attached to six nylon keys. The keys shall be locked into the lip of the inner shell against the urethane impact liner.

Ratchet Headband
The helmet shall have a quick-adjustment sizing capability by means of a ratchet adjustment system attached to a heat-resistant nylon headband. The headband shall be attached to the inner shell by four black acetal buttons (two front, two rear). The headband shall have the ability to be raised or lowered inside of the inner shell by location points on the headband. This adjustment shall not affect the height of the helmet on the firefighter's head.

The ratchet portion of the headband shall have a ratchet height adjuster located at the rear of the headband, inside of the inner shell, to permit the ratchet to be positioned for comfort on the nape of the firefighter's head. This ratchet height adjuster shall permit at least 1" of travel by means of three height adjustment slots for proper fit. This independent adjustment component shall have a 3/4" piece of adhesive-backed Velcro hook material attached at the center rear of this component to secure the rear portion of the ear/neck protector.

The ratchet housing shall be wrapped in a cushion-backed leather cover to enhance fit and comfort at the nape of the head. This leather ratchet cover shall be attached by four pieces of Velcro® hook and loop material to permit removal for cleaning and replacement.

Brow Pad
The headband shall be supplied with a fire retardant knit brow pad, backed with foam cushion padding material at the forehead. This brow pad shall be attached by Velcro hook and loop material to permit removal for laundering and replacement. Attachment to the headband with stitching will not be permitted.

Chinstrap
The chinstrap shall consist of two pieces of 3/4" black Nomex® webbing with a super-tough nylon quick-release buckle and a chrome-plated postman's slide fastener.

The male side of the quick-release buckle shall be anchored to the right side of the outer shell with a dielectric anchor block secured to the faceshield-mounting bracket with two stainless steel screws. The long portion of the chinstrap with the female side of the quick-release buckle and the postman's slide fastener shall be attached to the left side of the outer shell in the same manner.

When the chinstrap is connected and fully extended, maximum length shall be at least 24" when measured from one anchor block to the opposite anchor block.

Ear/Neck Protector
The ear/neck protector shall consist of a 6-oz. rip-stop Nomex outer shell backed with two layers of flame retardant cotton flannel for comfort and protection. A 1" strip of Velcro loop material shall be stitched in one continuous band across the top of the outer shell of the ear/neck protector for attachment to the inner shell.

When properly attached to the inner shell of the helmet, the ear/neck protector shall have the following minimum coverage to the sides and rear of the helmet brim:

1. 6" from the sides of the helmet brim at the chinstrap.
2. 6-1/2" from the center rear of the helmet brim.

Faceshield
The faceshield shall be a hard-coated high heat thermoplastic material 4" x 15" that is molded in the formed position and designed to fit the contour of the helmet brim. The faceshield shall be certified to meet the optic requirements of ANSI/ISEA Z87.1 Standard for Eye and Face Protection. This certification shall be in addition to compliance with NFPA 1971-2013 requirements for heat and impact performance.

When mounted, the faceshield shall permit a minimum retractability of 90° in the stowed position.

The faceshield shall be mounted to the brim of the outer shell by a glass-reinforced, flame resistant, nylon handwheel/stainless steel threaded stud attached to a brass T-nut which is supported by an aluminum washer and mounting bracket. The faceshield hardware shall be compliant to NFPA 1971-2013. The mounting bracket shall be secured to the brim of the outer shell by the chinstrap screws. A thermoplastic spacer washer shall be used to bridge the mounting bracket adjoining the edge beading.

Retro-reflective Trim
The outer shell shall have 5 - 1" x 4" fluorescent lime-yellow, retro-reflective markings located around the circumference of the outer shell. The reflective materials shall be glass bead based to maximize the resistance to heat exposure experienced in firefighting. Vinyl based reflective materials will not be considered equal.

Warranty
Bullard warrants to the original purchaser that the firefighter helmet and non-electronic components are free of defects in materials and workmanship under normal use and service for a period of five (5) years from the date of manufacture on the helmet shell and lifetime (as defined in NFPA 1851: 10 years) warranty on the non-electronic components.

Americas:
Bullard
1898 Safety Way
Cynthiana, KY 41031-9303 • USA
Toll-free within USA: 877-BULLARD (285-5273)
Tel: +1-859-234-6616
Fax: +1-859-234-8987

Europe:
Bullard GmbH
Lilienthalstrasse 12
53424 Remagen • Germany
Tel: +49-2642 999980
Fax: +49-2642 9999829

Asia-Pacific:
Bullard Asia Pacific Pte. Ltd.
LHK Building
701, Sims Drive, #04-03
Singapore 387383
Tel: +65-6745-0556
Fax: +65-6745-5176

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Nomex is a registered trademark of the E.I. DuPont de Nemours & Company.
Velcro is a registered trademark of Velcro USA.

December 18, 2015

Mr. Keith Kegley
Quality Control Manager
Bullard
1898 Safety Way
Cynthiana, KY 41031-9303

Certification Letter

Dear Mr. Kegley:

We are pleased to confirm that the Structural Fire Fighting Helmet models below are certified by the Safety Equipment Institute, effective December 18, 2015. Annual certification testing was successfully completed on June 22, 2015 in accordance with the requirements of *NFPA 1971-2013, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.*

SEI Ref. No.	Brand	Model No.
FF BUL 06	Firedome FXA1	FXA1 - with R325, R330 or R334 faceshield

The SEI Certification Mark may be used in the marketing, packaging and promotion of the model detailed above, in accordance with the provisions of the *SEI Certification Program Manual.*

Per the SEI Certification Program Manual, SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when 1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard, 2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures, 3) the manufacturer has paid all fees, and 4) product liability insurance requirements are met.

Following initial certification, SEI conducts annual follow-up testing on samples which are selected by SEI during the annual quality assurance audit. SEI's certification program is accredited as a System Type 5 per ISO/IEC 17067:2013(E).

Thank you for your participation in the SEI Certification Program. If you have any questions, please contact the SEI Office.

Sincerely,

Dean D. Moran
Program Manager

Stephen R. Sanders
Technical Director

cc: Paul Clarke, SEI Auditor

Bullard Fire Helmet Warranty

BEST IN CLASS

Effective January, 2010

Bullard offers a best in class warranty. Bullard warrants to the original purchaser that the firefighter helmet and non-electronic components are free of defects in materials and workmanship under normal use and service for a period of five (5) years from the date of manufacture on the helmet shell and lifetime (as defined in NFPA 1851: ten years) warranty on the non-electronic components. The Bullard obligation under this warranty is limited to repairing or replacing articles that are returned within the warranty period, shown to be defective after inspection by Bullard, and subject to the following limitations:

Helmet must be returned to Bullard with shipping charges prepaid
Helmet must not be altered from its original factory configuration
Helmet must not have been abused, neglected or damaged in transport

In no event shall Bullard be responsible for consequential damages incurred by the user or a third party, whether those damages include loss of use or other indirect, incidental, or consequential damages, special costs or expenses. Bullard offers no warranty on components or accessories NOT manufactured or supplied by Bullard.

ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO FIVE (5) YEARS ON THE HELMET SHELL AND LIFETIME (NFPA 1851: TEN YEARS) ON THE NON-ELECTRONIC COMPONENTS FROM THE DATE OF MANUFACTURE OF THIS PRODUCT.

Americas:
E.D. Bullard Company
1898 Safety Way · Cynthiana, KY 41031-9303
Toll free: 877-BULLARD (285-5273)
Tel: 859-234-6616
Fax: 859-234-8987
www.bullard.com

Europe:
Bullard GmbH
Lilienthalstrasse 12
53424 Remagen · Germany
Tel: +49-2642 999980
Fax : +49-2642 9999829
www.bullardextrem.com

Asia-Pacific:
Bullard Asia Pacific Pte. Ltd.
LHK Building
701, Sims Drive, #04-02 · Singapore 387383
Tel: +65-6745-0556
Fax: +65-6745-5176
www.bullard.com

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6294 (0110)

September 23, 2014

Mr. Jerry Pounds
Shelby Group International, Inc.
3035 Centre Oak Way
Suite 102
Germantown, TN 38138

Certification Letter

Dear Mr. Pounds:

We are pleased to confirm that the Structural Fire Fighting Glove models below are certified by the Safety Equipment Institute, effective September 23, 2014. Annual certification testing was successfully completed in accordance with the requirements of *NFPA 1971-2013 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.*

SEI Ref. No.	Brand	Model No.	Passed Testing
FFG SGI 02	SHELBY FDP	5225 – Wristlet 5226 – Gauntlet Pigskin: Popcorn/Black	June 21, 2014
FFG SGI V01	SHELBY FDP	5225 – Wristlet 5226 – Gauntlet Pigskin: Popcorn	June 21, 2014
FFG SGI V03	SHELBY FDP	5225 – Wristlet 5226 – Gauntlet Pigskin/Cow: Popcorn/Gold	June 21, 2014
FFG SGI V04	SHELBY FDP	5280 – Wristlet 5280G – Gauntlet Elk/Pig: Gold/Black	June 21, 2014
FFG SGI V07	SHELBY FDP	5286 – Wristlet 5286G – Gauntlet Cow/Elk	June 21, 2014

The SEI Certification Mark may be used in the marketing, packaging and promotion of the model(s) detailed above, in accordance with the provisions of the *SEI Certification Program Manual.*

Per the SEI Certification Program Manual, SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when 1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard, 2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures, 3) the manufacturer has paid all fees, and 4) product liability insurance requirements are met.

Following initial certification, SEI conducts annual follow-up testing on samples which are selected by SEI during the annual quality assurance audit. SEI's certification program is accredited as a System Type 5 per ISO/IEC Guide 67:2004(E).

Thank you for your participation in the SEI Certification Program. If you have any questions, please contact the SEI Office.

Sincerely,

Tricia Hock
Program Development Director

William A. Fithian
Technical Director

cc: Robert Bilz, SEI Auditor

WARRANTY

Shelby Specialty Gloves warrants its products to be free from defects in materials and workmanship for a period of one year from the date of receipt when properly used and cared for.

Our obligation under this warranty shall be limited to the replacement without charge, of any product, which is returned to Shelby, examined and found to be defective.

This warranty shall not be effective unless our products are used for the purpose for which they are designed as stated in Shelby's literature and in accordance with warnings, use limitations, and care and maintenance instructions given on labels or that may be affixed to such product. Glove must be laundered prior to shipping and must be labeled NFPA compliant.

Please call Shelby Specialty Gloves for an R.G.A. number before returning the gloves. Our warehouse will not accept returns without an R.G.A. number.

SHELBY®
SPECIALTY GLOVES
Phone: 800-888-3598 Fax: 901-362-9127

COBRA CARBON SHIELD™ HOODS FROM PGI

CARBON SHIELD

FORGED BY FIRE

COBRA STRIKES AGAIN!

NOW PGI'S COBRA™ SERIES IS AVAILABLE IN REVOLUTIONARY CARBON FIBER!

As technology continually moves forward, you've relied on PGI to be the innovators in developing, designing and introducing the latest in protective fabrics to our industry.

Carbon Shield™ is a flame resistant fabric breakthrough based on carbon fiber technology.

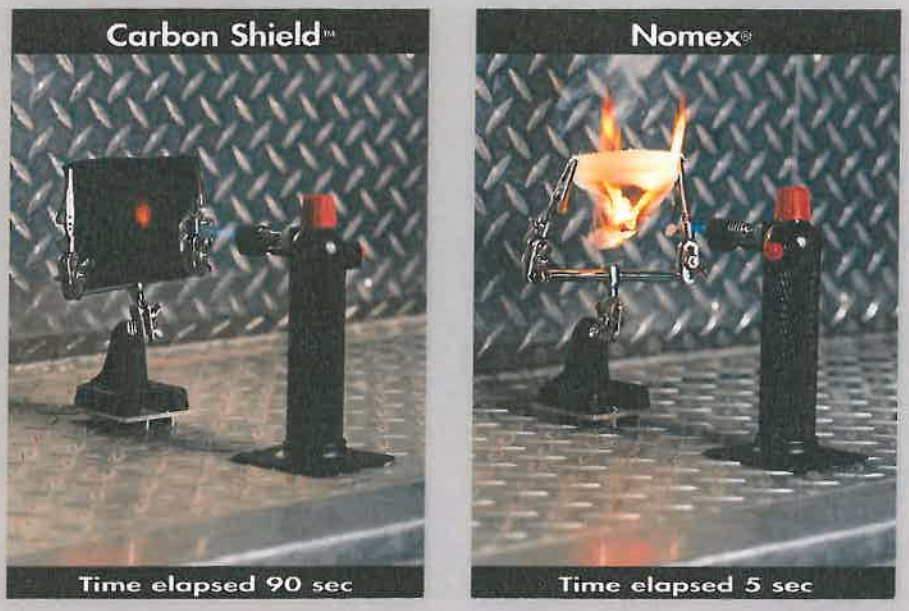
The fabric simply won't burn in air. Tests show that Carbon Shield™ doesn't shrink, crack or decompose when exposed to direct heat or flame at temperatures exceeding 2300°F (1300°C) for over 90 seconds. In comparison, the leading flame resistant fabrics burn, begin to shrink while charring, then crack and decompose. This is all in about 5 seconds. Carbon Shield™ is manufactured through a proprietary cooking process where the yarns receive their initial carbonization. This process of carbonizing the fiber, by actually forging it in fire, is what sets Carbon Shield™ apart from all other flame resistant fabrics.

There's no room for compromise when it comes to protection. Carbon Shield™ is the ultimate high-tech fabric for thermal protection and comfort.

CARBON SHIELD™ PUTS

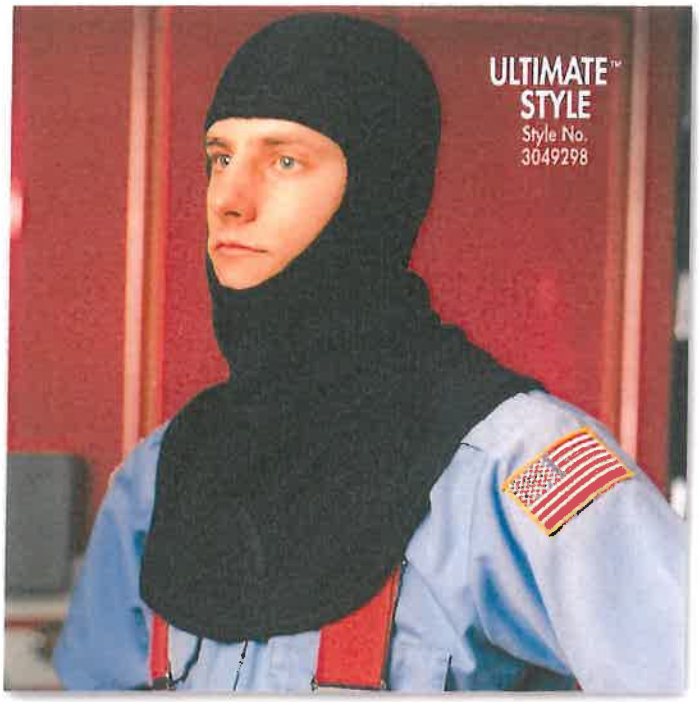
Visual results of 2372°F (1300°C) torch test. After 5 seconds traditional flame resistant fabrics actually combust, severely shrinking and charring, becoming brittle and prone to break open.

On the other hand, the Carbon Shield™ fabric remains dimensionally stable, even after an astounding 90 seconds. Carbon Shield™ gives you the extra time you need to get out safely.



COBRA CARBON SHIELD™ HOODS FROM PGI

UL Classified in two styles to NFPA 1971 (Current Edition) for Structural Firefighting



CLASSIC™ style hood is designed to provide double layer coverage of the neck, upper chest and to the top of the shoulder blades. Shoulders are contoured to reduce bunching of the bib. To ensure the hood stays tucked in, we've made the hood 3" longer in the front than NFPA requires.

ULTIMATE™ style hood is designed for maximum double layer protection. Hood covers chest, shoulders and shoulder blades.

Both styles feature flat stitching and seamless chin area for better fit and comfort, 1/2" wide elastic face opening which stretches to a full 17" for easy donning and a snug fit around SCBA mask. Bottom edge is bound with self-fabric bias binding and all sewing is done with 100% Nomex thread.

TIME ON YOUR SIDE

CARBON SHIELD FORGED BY FIRE

Features/Benefits of Cobra Carbon Shield Hoods

Non-flammable
If exposed to extreme heat or flame fabric glows but won't burn. It retains a certain tenacity at temperatures exceeding 2300°F for over 90 seconds.

Non-melting
Absolutely melt-proof and doesn't become stiff. It remains soft to the touch after being exposed to fire.

Excellent Stretch & Recovery Properties
1 x 1 Rib Knit construction. Knit to allow 200% stretch for maximum stretch and recovery.

Non-shrinking
The space between the clothing and the body reduces and protects against burns. Carbon Shield™ is almost totally non-shrinking when exposed to flame and heat.

Forms No Openings
If an opening should form, fire comes into direct contact with the body and increases the possibility for burns. Because fabric doesn't melt or stiffen and is non-shrinking, it develops no openings.

Deposits No Tar
When clothing melts or stiffens and decomposes in a fire, it deposits a by-product tar in the form of a liquid, which has a similar effect as melting increasing the risk of burns. Carbon Shield™ deposits no tar.

Low Heat Conductivity - (Disburses Heat Energy)
In order to ensure the time to escape from fire, clothing must possess the property of delaying the transmission of heat. PGI's Carbon Shield™ has a low heat conductivity.

Lightweight Yet Excellent TPP
Weighs only 6.5 oz./sq. yd. which is over 20% lighter than most NFPA compliant hoods, yet still has excellent Thermal Protection Performance (TPP) rating of 28.

Infrared Non-Reflective
Excellent for police/swat teams as well as military applications

Chemical Resistance
Excellent resistance to organic solvents, weak alkalis and weak acids.

Natural Black Color Hides Soil

Comfortable
Fabric has an excellent moisture regain (approx. 8%) and wicks moisture away from the skin to the outer shell, enabling it to evaporate at a rapid rate. The aspect of wicking moisture off the body not only offers a more comfortable garment but also improves protection.

Excellent Shape Retention
Unlike some hood fabrics which don't hold their shape after laundering, Carbon Shield™ has extremely low shrinkage and looks virtually unchanged after repeated washings & dryings. Also, after laundering fabric showed no change in flame resistance or thermal protection.

Odor Absorbing Qualities
Has ability to absorb and neutralize unpleasant odors, a considerable advantage when opportunities for washing are limited.

Resistant to Ultra Violet Rays
Will not fade or weaken when exposed to UV rays.

Highest Limiting Oxygen Index (LOI)
Flame resistance is commonly measured by LOI, the amount of oxygen needed to support combustion. The higher the LOI value, the more flame-resistant the material. Carbon Shield has an LOI which is over 50% higher than Nomex and 33% higher than PBI FR Rayon blends.

Meets NFPA Requirements
UL Classified to meet the current hood requirements of NFPA 1971, Standard on Protective Ensemble for Structural Firefighting.

Meets CAL-OSHA Requirements
Passes Fed. Test 191, Method 5903.2; CAL-OSHA Sections 3406(d)

Complies with OSHA Rule 29 CFR Part 1910, 269

Meets NFPA 70E and ASTM F 1506 Requirements
ATPV 23- HRC 2

Meets CE Requirements
Ultimate Style No. 3049298 - Meets or exceeds Draft European Standard EN 13911

Carbon Shield™ is made from CarbonX® fabric from Chapman Thermal Products, A Division of Chapman Racing Heads

ISO9001 Registered Quality System

ARC FLASH RESISTANT ATPV 23 - HRC 2

PGI, Inc. · PO Box 307 · Green Lake, WI 54941 · USA · Toll Free Phone: 800-558-8290 · Phone: 920-294-4300 · Fax: 920-294-4307
Email: mail@pgi-inc.com · Website: www.pgi-inc.com

IMPORTANT NOTICE REGARDING THIS INFORMATION: All statements and technical information contained herein are based on information and tests we believe to be accurate.However, neither PGI, Inc. nor any of its affiliates assumes any liability whatsoever for the accuracy or completeness of the information contained herein. The user assumes all risk of use of the products described herein, and PGI, Inc. will not be liable for any injury, loss, damage or liability, whether direct or consequential, arising in connection with the use of, or the inability to use such products. Final determination of suitability and whether there of patents is the sole responsibility of the user. Carbon Shield™ is a trademark of PGI, Inc., ©2002 PGI, Inc., Reprinted in 2015.

COBRA™ ULTIMATE™ HOOD

Style # 3049298 **Material:** Carbon Shield™

Arc Rating: 23.3 **HRC Rating: 2**

DESIGN: Extra Long Double ply hood throughout

- X-Long length covers chest, shoulders and shoulder blades
- Flat-stitched seams
- X-heavy 1/2" wide elasticized face opening.
- Cover stitched bound drape
- Double-ply hood throughout
- UL Classified to NFPA 1971: Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting – Current Edition

CARBON SHIELD CARBON X CLASSIFIED UL ISO9001

PRODUCT SPECS

FABRIC:
- Both outer shell and lining are a blend of Carbon/High Strength Aramid - approx. 6.5 oz sq yd.
- 1 x 1 rib knit fabric - knit to allow approx. 130% stretch for maximum stretch and recovery.
- Calendared to minimize laundry shrinkage.

STITCH TYPES AND SEAMS:
- All stitching conforms to federal Standard 751 Specifications (FEDSTD-751).
- Major seams are flat seam assembled, stitch type 607.
- Drape attachment to top is done with stitch type 401 and reinforced with stitch type 605
- Elastic in face opening is erged in with stitch type 503 and reinforced with bottom cover-stitch, stitch type 406.
- Binding is applied with bottom cover-stitch, stitch type 406.

THREAD:
All seams are sewn with 100% Nomex thread size Tex 40.

CONSTRUCTION:
- Composed of two layers throughout.
- For a contoured fit the hood is seamed from top of face opening to back of head.
- Face opening is circular in shape and serged with x-heavy duty ½" wide elastic around the perimeter. The elastic is then folded back ½" and cover stitched. The face opening stretches a full 16" (which is 25% more than conventional hoods) for easy donning and a snug fit around face of SCBA mask. Face opening maintains original shape after repeated launderings.
- The bottom edge of hood is bound with self-material bias binding.
- Gusset added at side seams to provide complete shoulder coverage and smoother drape.

FINISHED HOOD MEASUREMENTS:

1. Face opening is circular and measures between 4.6" to 5.6" in diameter.
2. Length of hood below face opening approx. 12".
3. Length of hood at side from top to bottom approx. 17".
4. Length of hood at front and back from top to bottom approx. 19½".
5. Length of hood at front top to bottom approx. 20".

Size: One size hood fits all.

Labeling and User Information:
Each hood is clearly labeled to identify material contents, NFPA acceptance, UL Classification, Date of Manufacture, and Care Instructions. Included with each hood is a complete users information guide.

Meets or Exceeds Industry Standards CLASSIFIED UL ISO9001

UL classified to meet or exceed NFPA 1971 - Current Edition; Compliant with CAL-OSHA, Sections 3406 and 3410(d) and OSHA Rule 29 CFR, Part 1910, 269. Compliant with NFPA 70E Current Edition and meets performance specifications of ASTM-F-1506. ARC Rating: 23.3 - Hazard / Risk Category: 2.

FEATURES and BENEFITS

CARBON SHIELD

CARBON X NON-FLAMMABLE FABRICS

Carbon Shield is a flame resistant fabric breakthrough based on carbon fiber technology. Considered the ultimate high-tech fabric for thermal protection and comfort. During the torch test, after about 5 seconds, traditional FR fabrics combust, severely shrinking and charring. Carbon Shield remains dimensionally stable even after 90 seconds, giving you the extra time you need to get out safely. Properties of Carbon Shield include:

- Non-flammable: If exposed to extreme heat or flame fabric glows but won't burn. It retains a certain tenacity at temperatures exceeding 2300°F for over 90 seconds.
- Non-melting: Absolutely melt-proof and doesn't become stiff. It remains soft to the touch after being exposed to fire.
- Arc Resistant – ATPV 23.3 HRC 2
- Superior Protection from Welding Sparks and Molten Metal: Resists pin holing from welding sparks and splatter. Sheds most molten metals and will not melt, ignite or burn even in the most severe levels of exposure offering unparalleled protection from molten metal splash.
- Non-Shrinking: The space between the clothing and the body reduces and protects against burns. Carbon Shield™ is almost totally non-shrinking when exposed to flame and heat.
- Forms No Openings: If an opening should form, fire comes into direct contact with the body and increases the possibility for burns. Because fabric doesn't melt or stiffen and is non-shrinking, it develops no openings.
- Deposits No Tar: When clothing melts or stiffens and decomposes in a fire, it deposits a by-product tar in the form of a liquid, which has a similar efect as melting increasing the risk of burns. Carbon Shield™ deposits no tar.
- Low Heat Conductivity – (Disburses Heat Energy): In order to ensure the time to escape from fire, clothing must possess the property of delaying the transmission of heat. PGI's Carbon Shield™ has a low heat conductivity.
- Infrared Non-Reflective: Excellent for police/swat teams as well as military applications.
- Natural Black Color Hides Soil
- Lightweight Yet Excellent TPP: Weighs only 6.5 oz. /sq. yd. which is over 20% lighter than most NFPA compliant hoods, yet still has excellent Thermal Protection Performance (TPP) rating of 28.
- Excellent Stretch & Recovery Properties: 1 x 1 Rib knit construction. Knit to allow 200% stretch for maximum stretch and recovery.
- Fabric has an excellent moisture regain (approx. 8%) and wicks moisture away from the skin to the outer shell, enabling it to evaporate at a rapid rate. The aspect of wicking moisture off the body not only offers a more comfortable garment but also improves protection.
- Chemical Resistance: Excellent resistance to organic solvents, weak alkalis and weak acids.
- Excellent Shape Retention: Unlike some hood fabrics which don't hold their shape after laundering, Carbon Shield™ has extremely low shrinkage and looks virtualunchanged after repeated washings and dryings. Also, after laundering fabric showed no change in flame resistance or thermal protection.
- Odor Absorbing Qualities: Has ability to absorb and neutralize unpleasant odors, a considerable advantage when opportunities for washing are limited.
- Resistant to Ultra Violet Rays: Will not fade or weaken when exposed to UV rays.
- Highest Limiting Oxygen Index (LOI): Flame resistance is commonly measured by LOI, the amount of oxygen needed to support combustion. The higher the LOI value, the more flame resistant the material. Carbon Shield™ has an LOI which is over 50% higher than Nomex and 33% higher than PBI FR Rayon blends.
- Meets NFPA Requirements: UL Classified to meet the current hood requirements of NFPA 1971, Standard on Protective Ensembles for Structural Fire fighting and Proximity Fire Fighting (Classic, Ultimate and Elite Styles).
- Meets CAL-OSHA REQUIRMENTS: Passes Fed. Test 191, Method 5903.2: CAL-OSHA Sections 3406(d)
- Complies with OSHA Rule 29 CFR Part 1910, 269
- Meets CE Requirements: Meets or exceeds Draft European Standard prEN 13911 (Classic, Ultimate and Elite Styles).
- Compliant with NFPA 70E – Current Edition: Meeting the performance specifications of ASTM-F-1506 (On double ply hoods)

FABRIC PERFORMANCE VALUES

Arc Thermal Performance Value (ATPV)	23.3
Thermal Protection Performance (TPP)	
Initial (seconds)	24
After 5 washings (seconds)	27.6
*TPP at heat flux of 2.0 cal/cm2 sec	
After Flame	
Initial (Inches)	0x0
Warp(wales)xFill (Courses)	
After 5 washings (seconds)	0x0
Char Length	
Initial (inches)	2 x 1.9
After 5 washings (inches)	1.4 x 2.3
Fabric Burst Strength (N)	287
Seam Burst Strength (N)	469.1
Heat and Thermal Shrinkage	
After 5 washings	0%
Limiting Oxygen Index (LOI)	55
Melt or Drip when exposed to flame	None

KEEP A COOL HEAD UNDER FIRE™

COBRA™ ULTIMATE™ HOOD

Style # 3049298 **Material:** Carbon Shield™

Arc Rating: 23.3 **HRC Rating: 2**

DESIGN: Extra Long Double ply hood throughout

- X-Long length covers chest, shoulders and shoulder blades
- Flat-stitched seams
- X-heavy 1/2" wide elasticized face opening.
- Cover stitched bound drape
- Double-ply hood throughout
- UL Classified to NFPA 1971: Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting – Current Edition

CARBON SHIELD

CARBON X

ISO9001

PRODUCT SPECS

FABRIC:

- Both outer shell and lining are a blend of Carbon/High Strength Aramid - approx. 6.5 oz sq yd.
- 1 x 1 rib knit fabric - knit to allow approx. 130% stretch for maximum stretch and recovery.
- Calendared to minimize laundry shrinkage.

STITCH TYPES AND SEAMS:

- All stitching conforms to federal Standard 751 Specifications (FEDSTD-751).
- Major seams are flat seam assembled, stitch type 607.
- Drape attachment to top is done with stitch type 401 and reinforced with stitch type 605
- Elastic in face opening is erged in with stitch type 503 and reinforced with bottom cover-stitch, stitch type 406.
- Binding is applied with bottom cover-stitch, stitch type 406.

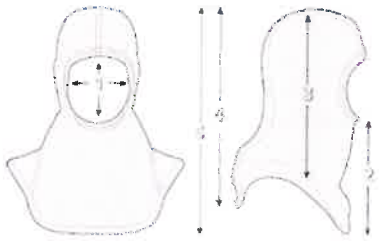
THREAD:

All seams are sewn with 100% Nomex thread size Tex 40.

CONSTRUCTION:

- Composed of two layers throughout.
- For a contoured fit the hood is seamed from top of face opening to back of head.
- Face opening is circular in shape and serged with x-heavy duty ½" wide elastic around the perimeter. The elastic is then folded back ½" and cover stitched. The face opening stretches a full 16" (which is 25% more than conventional hoods) for easy donning and a snug fit around face of SCBA mask. Face opening maintains original shape after repeated launderings.
- The bottom edge of hood is bound with self-material bias binding.
- Gusset added at side seams to provide complete shoulder coverage and smoother drape.

FINISHED HOOD MEASUREMENTS:



1. Face opening is circular and measures between 4.6" to 5.6" in diameter.
2. Length of hood below face opening approx. 12".
3. Length of hood at side from top to bottom approx. 17".
4. Length of hood at front and back from top to bottom approx. 19½".
5. Length of hood at front top to bottom approx. 20".

Size: One size hood fits all.

Labeling and User Information:
Each hood is clearly labeled to identify material contents, NFPA acceptance, UL Classification, Date of Manufacture, and Care Instructions. Included with each hood is a complete users information guide.

Meets or Exceeds Industry Standards ISO9001

UL classified to meet or exceed NFPA 1971 - Current Edition; Compliant with CAL-OSHA, Sections 3406 and 3410(d) and OSHA Rule 29 CFR, Part 1910, 269. Compliant with NFPA 70E Current Edition and meets performance specifications of ASTM-F-1506. ARC Rating: 23.3 - Hazard / Risk Category: 2.

FEATURES and BENEFITS

Carbon Shield is a flame resistant fabric breakthrough based on carbon fiber technology. Considered the ultimate high-tech fabric for thermal protection and comfort. During the torch test, after about 5 seconds, traditional FR fabrics combust, severely shrinking and charring. Carbon Shield remains dimensionally stable even after 90 seconds, giving you the extra time you need to get out safely. Properties of Carbon Shield include:

- Non-flammable: If exposed to extreme heat or flame fabric glows but won't burn. It retains a certain tenacity at temperatures exceeding 2300°F for over 90 seconds.
- Non-melting: Absolutely melt-proof and doesn't become stiff. It remains soft to the touch after being exposed to fire.
- Arc Resistant – ATPV 23.3 HRC 2
- Superior Protection from Welding Sparks and Molten Metal: Resists pin holing from welding sparks and splatter. Sheds most molten metals and will not melt, ignite or burn even in the most severe levels of exposure offering unparalleled protection from molten metal splash.
- Non-Shrinking: The space between the clothing and the body reduces and protects against burns. Carbon Shield™ is almost totally non-shrinking when exposed to flame and heat.
- Forms No Openings: If an opening should form, fire comes into direct contact with the body and increases the possibility for burns. Because fabric doesn't melt or stiffen and is non-shrinking, it develops no openings.
- Deposits No Tar: When clothing melts or stiffens and decomposes in a fire, it deposits a by-product tar in the form of a liquid, which has a similar efect as melting increasing the risk of burns. Carbon Shield™ deposits no tar.
- Low Heat Conductivity – (Disburses Heat Energy): In order to ensure the time to escape from fire, clothing must possess the property of delaying the transmission of heat. PGI's Carbon Shield™ has a low heat conductivity.
- Infrared Non-Reflective: Excellent for police/swat teams as well as military applications.
- Natural Black Color Hides Soil
- Lightweight Yet Excellent TPP: Weighs only 6.5 oz. /sq. yd. which is over 20% lighter than most NFPA compliant hoods, yet still has excellent Thermal Protection Performance (TPP) rating of 28.
- Excellent Stretch & Recovery Properties: 1 x 1 Rib knit construction. Knit to allow 200% stretch for maximum stretch and recovery.
- Fabric has an excellent moisture regain (approx. 8%) and wicks moisture away from the skin to the outer shell, enabling it to evaporate at a rapid rate. The aspect of wicking moisture off the body not only offers a more comfortable garment but also improves protection.
- Chemical Resistance: Excellent resistance to organic solvents, weak alkalis and weak acids.
- Excellent Shape Retention: Unlike some hood fabrics which don't hold their shape after laundering, Carbon Shield™ has extremely low shrinkage and looks virtualunchanged after repeated washings and dryings. Also, after laundering fabric showed no change in flame resistance or thermal protection.
- Odor Absorbing Qualities: Has ability to absorb and neutralize unpleasant odors, a considerable advantage when opportunities for washing are limited.
- Resistant to Ultra Violet Rays: Will not fade or weaken when exposed to UV rays.
- Highest Limiting Oxygen Index (LOI): Flame resistance is commonly measured by LOI, the amount of oxygen needed to support combustion. The higher the LOI value, the more flame resistant the material. Carbon Shield™ has an LOI which is over 50% higher than Nomex and 33% higher than PBI FR Rayon blends.
- Meets NFPA Requirements: UL Classified to meet the current hood requirements of NFPA 1971, Standard on Protective Ensembles for Structural Fire fighting and Proximity Fire Fighting (Classic, Ultimate and Elite Styles).
- Meets CAL-OSHA REQUIRMENTS: Passes Fed. Test 191, Method 5903.2: CAL-OSHA Sections 3406(d)
- Complies with OSHA Rule 29 CFR Part 1910, 269
- Meets CE Requirements: Meets or exceeds Draft European Standard prEN 13911 (Classic, Ultimate and Elite Styles).
- Compliant with NFPA 70E – Current Edition: Meeting the performance specifications of ASTM-F-1506 (On double ply hoods)

FABRIC PERFORMANCE VALUES

Arc Thermal Performance Value (ATPV)	23.3
Thermal Protection Performance (TPP)	
Initial (seconds)	24
After 5 washings (seconds)	27.6
*TPP at heat flux of 2.0 cal/cm2 sec	
After Flame	
Initial (Inches)	0x0
Warp(wales)xFill (Courses)	
After 5 washings (seconds)	0x0
Char Length	
Initial (inches)	2 x 1.9
After 5 washings (inches)	1.4 x 2.3
Fabric Burst Strength (N)	287
Seam Burst Strength (N)	469.1
Heat and Thermal Shrinkage	
After 5 washings	0%
Limiting Oxygen Index (LOI)	55
Melt or Drip when exposed to flame	None

Carbon Shield™

Carbon Shield™ is a flame resistant fabric breakthrough based on carbon fiber technology and made from CarbonX® fabric.

Also available in new Sure-Fit™ Styles

Classic Style: **3029298**
Ultimate Style: **3049298**
Elite Style: **3809298**

Arc Rating: 23.3 (Level 2)

- Non-Flammable – if exposed to extreme heat or flame – fabric glows but won't burn. It retains a certain tenacity at temperatures exceeding 2300°F for over 90 seconds.
- Excellent Stretch & Recovery
- Excellent chemical resistance to organic solvents, weak alkalis and weak acids.
- Lightweight, yet excellent TPP (28) – weights only 6.5 oz. sq. yd.
- Infrared Non-Reflective
- Comfortable – fabric has an excellent moisture regain and wicks moisture away from the skin to the outer shell, enabling it to evaporate at rapid rate.
- Resistant to Ultra Violet Rays
- Natural Black Color Hides Soil
- UL Classified to NFPA 1971 – Current Edition

Fabric Performance Values	
Arc Thermal Performance Value (ATPV)	23.3
Thermal Protection Performance (TPP)	
Initial (seconds)	24
After 5 washings (seconds)	27.6
*TPP at heat flux of 2.0 cal/cm2 sec	
After Flame	
Initial (Inches)	0x0
Warp(wales)xFill (Courses)	
After 5 washings (seconds)	0x0
Char Length	
Initial (inches)	2 x 1.9
After 5 washings (inches)	1.4 x 2.3
Fabric Burst Strength (N)	287
Seam Burst Strength (N)	469.1
Heat and Thermal Shrinkage	
After 5 washings	0%
Limiting Oxygen Index (LOI)	55
Melt or Drip when exposed to flame	None

COBRA FIREFIGHTING HOODS

CARBON SHIELD

Carbon Shield™

Classic Style 3029298

Classic Style 3029298-SF (Sure Fit Panel)

Ultimate Style 3049298

Ultimate Style 3049298-SF (Sure Fit Panel)

Elite Style 3809298

Elite Style 3809298-SF (Sure Fit Panel)

OUTFITTING THE WORLD FOR SAFETY

ISO 9001:2000 Registered Company

Cobra™ Fire Fighting Hoods
Hood Inspection for NFPA 1851

1. Hoods are inspected for the same criteria for both routine and advanced inspections. The only difference is that each individual fire fighter performs routine inspection daily and on a yearly basis an individual is assigned by the department to perform the advanced inspection.

2. Hoods should be inspected for the following- per our Cobra Users Guide:

(1) Soiling
(2) Contamination
(3) Physical damage-
Rips, Tears, Cuts, Thin Spots, and Loss of Shape
(4) Loss of elasticity in the face opening

3. PGI recommends that the individual who is trained to perform advanced inspection of turnouts perform the fire departments advanced inspection of hoods. This individual already has the training needed to perform the inspection as listed in Item Number 2.

550 Commercial Ave. ● P.O. Box 307 ● Green Lake, WI 54941● (920) 294-4300 or (800) 558-8290
Fax (920) 294-4307 ● Web Site = http://www.pgi-inc.com ● E-Mail= mail@pgi-inc.com

CERTIFICATE OF COMPLIANCE

Certificate Number	082813-MH15078
Report Reference	MH15078-20130828
Issue Date	2013-August-28

Issued to: PGI Inc
550 Commercial Ave
P.O. Box 307
Green Lake, WI 54941

This is to certify that representative samples of Structural Fire Fighting Hoods
See Following Pages for Models

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, 2013 Edition

Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Classification Mark should be considered as being covered by UL's Classification and Follow-Up Service.

The UL Classification Mark includes: UL in a circle: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

William R. Carney

William R. Carney, Director, North American Certification Programs

UL LLC

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CERTIFICATE OF COMPLIANCE

Certificate Number 082813-MH15078
Report Reference MH15078-20130828
Issue Date 2013-August-28

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

UL ID	Hood Model Or Style	Outer Layer	Inner Layer
15078010501	30181## Classic	Nomex®(Meta-Aramid) /Lenzing	Comfort Plus™
	30381## Ultimate	Nomex®(Meta-Aramid) /Lenzing	Comfort Plus™
	38081## Elite	Nomex®(Meta-Aramid) /Lenzing	Comfort Plus™
	30181##-SF Classic Sure Fit	Nomex®(Meta-Aramid) /Lenzing	Comfort Plus™
	30381##-SF Ultimate Sure Fit	Nomex®(Meta-Aramid) /Lenzing	Comfort Plus™
	38081##-SF Elite Sure Fit	Nomex®(Meta-Aramid) /Lenzing	Comfort Plus™
15078010502	30182## Classic	PBI®/Lenzing FR®	Comfort Plus™
	30382## Ultimate	PBI®/Lenzing FR®	Comfort Plus™
	30182##-SF Classic Sure Fit	PBI®/Lenzing FR®	Comfort Plus™
	30382##-SF Ultimate Sure Fit	PBI®/Lenzing FR®	Comfort Plus™
15078010503	30183## Classic	P84®/Lenzing FR®	Comfort Plus™
	30383## Ultimate	P84®/Lenzing FR®	Comfort Plus™
	30183##-SF Classic Sure Fit	P84®/Lenzing FR®	Comfort Plus™
	30383##-SF Ultimate Sure Fit	P84®/Lenzing FR®	Comfort Plus™
15078010504	30282## Classic	PBI®/Lenzing FR®	PBI®/Lenzing FR®
	30482## Ultimate	PBI®/Lenzing FR®	PBI®/Lenzing FR®
	38082## Elite	PBI®/Lenzing FR®	PBI®/Lenzing FR®
	30282##-SF Classic Sure Fit	PBI®/Lenzing FR®	PBI®/Lenzing FR®
	30482##-SF Ultimate Sure Fit	PBI®/Lenzing FR®	PBI®/Lenzing FR®
	38082##-SF Elite Sure Fit	PBI®/Lenzing FR®	PBI®/Lenzing FR®

- Denotes Color Of Hood Fabric

William R. Carney, Director, North American Certification Programs
UL LLC

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CERTIFICATE OF COMPLIANCE

Certificate Number 082813-MH15078
Report Reference MH15078-20130828
Issue Date 2013-August-28

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

UL ID	Model/Style	Outer Layer	Inner Layer
15078010505	30283## Classic	P84®/Lenzing FR®	P84®/Lenzing FR®
	30483## Ultimate	P84®/Lenzing FR®	P84®/Lenzing FR®
	38083## Elite	P84®/Lenzing FR®	P84®/Lenzing FR®
	30283##-SF Classic Sure Fit	P84®/Lenzing FR®	P84®/Lenzing FR®
	30483##-SF Ultimate Sure Fit	P84®/Lenzing FR®	P84®/Lenzing FR®
	38083##-SF Elite Sure Fit	P84®/Lenzing FR®	P84®/Lenzing FR®
15078010506	30280## Classic	Nomex®	Nomex®
	30480## Ultimate	Nomex®	Nomex®
	38080## Elite	Nomex®	Nomex®
	30280##-SF Classic Sure Fit	Nomex®	Nomex®
	30480##-SF Ultimate Sure Fit	Nomex®	Nomex®
	38080##-SF Elite Sure Fit	Nomex®	Nomex®
15078010507	30221## Classic	Ara-Tek™	Ara-Tek™
	30421## Ultimate	Ara-Tek™	Ara-Tek™
	38021## Elite	Ara-Tek™	Ara-Tek™
	30221##-SF Classic Sure Fit	Ara-Tek™	Ara-Tek™
	30421##-SF Ultimate Sure Fit	Ara-Tek™	Ara-Tek™
	38021##-SF Elite Sure Fit	Ara-Tek™	Ara-Tek™
15078010508	30220## Classic	Para-Tek™	Para-Tek™
	30420## Ultimate	Para-Tek™	Para-Tek™
	38020## Elite	Para-Tek™	Para-Tek™
	30220##-SF Classic Sure Fit	Para-Tek™	Para-Tek™
	30420##-SF Ultimate Sure Fit	Para-Tek™	Para-Tek™
	38020##-SF Elite Sure Fit	Para-Tek™	Para-Tek™

- Denotes Color Of Hood Fabric

William R. Carney, Director, North American Certification Programs
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CERTIFICATE OF COMPLIANCE

Certificate Number 082813-MH15078
Report Reference MH15078-20130828
Issue Date 2013-August-28

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

UL ID	Model/Style	Outer Layer	Inner Layer
15078010509	30292## Classic	Carbon Shield™	Carbon Shield™
	30492## Ultimate	Carbon Shield™	Carbon Shield™
	38092## Elite	Carbon Shield™	Carbon Shield™
	30292##-SF Classic Sure Fit	Carbon Shield™	Carbon Shield™
	30492##-SF Ultimate Sure Fit	Carbon Shield™	Carbon Shield™
	38092##-SF Elite Sure Fit	Carbon Shield™	Carbon Shield™
15078010510	30222## Classic	FR Rayon/ Meta-Aramid	FR Rayon/ Meta-Aramid
	30422## Ultimate	FR Rayon/ Meta-Aramid	FR Rayon/ Meta-Aramid
	38022## Elite	FR Rayon/ Meta-Aramid	FR Rayon/ Meta-Aramid
	30222##-SF Classic Sure Fit	FR Rayon/ Meta-Aramid	FR Rayon/ Meta-Aramid
	30422##-SF Ultimate Sure Fit	FR Rayon/ Meta-Aramid	FR Rayon/ Meta-Aramid
	38022##-SF Elite Sure Fit	FR Rayon/ Meta-Aramid	FR Rayon/ Meta-Aramid

- Denotes Color Of Hood Fabric

William R. Carney, Director, North American Certification Programs
UL LLC

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Globe Footwear, LLC

Limited Warranty for Globe FootGear Protective Footwear

Globe Footwear, LLC warrants its protective footwear to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase when properly used and cared for. Our obligation under this warranty shall be limited to the repair or replacement, without charge, of any product which is returned to Globe at buyer's expense and is determined by us to be defective in materials or workmanship, but is otherwise serviceable.

This warranty shall not be effective unless the products are used for the purpose for which they were designed and are used by trained personnel following proper procedures and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to properly care for the footwear will lead to a shortening of the serviceable life.

"Serviceable" refers to the general condition of the footwear which can be expected to provide at least reasonable limited protection against the hazards from which the footwear was designed to protect. "Serviceable life" is the period of time protective footwear, which has been properly cared for, can be expected to provide reasonable limited protection. "Defects in Materials" refers to weak areas or other flaws caused by irregularities in their manufacture. "Defects in Workmanship" refers to improperly manufactured seams, stitching, or other construction methods

This warranty does not cover wear and tear nor damage from fire, heat, chemicals, misuse, accident or negligence.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedy of repair or replacement for breach of this warranty shall be the sole and exclusive remedy and Globe Footwear, LLC shall not under any circumstances be liable for incidental or consequential damages.

4/09

February 21, 2013

Mr. Roland Landry
General Manager
Falcon Performance Footwear
27 Wrights Landing
Auburn, ME 04210

Certification Letter

Dear Mr. Landry:

We are pleased to confirm that the Structural Fire Fighting Footwear models below are certified by the Safety Equipment Institute, effective February 21, 2013. Certification testing was successfully completed in accordance with the requirements of *NFPA 1971-2013 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.*

SEI Ref. No.	Brand	Model No.	Passed Testing
SFB FSM 05 - Variant 02	Globe FootGear	1301400 (Men's 14" Shadow) 130140W (Women's 14" Shadow) 1311400 (Men's 14" Shadow - Wide Calf) 131140W (Women's 14" Shadow - Wide Calf)	February 19, 2013

The SEI Certification Mark may be used in the marketing, packaging and promotion of the model(s) detailed above, in accordance with the provisions of the *SEI Certification Program Manual.*

Per the SEI Certification Program Manual, SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when 1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard, 2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures, 3) the manufacturer has paid all fees, and 4) product liability insurance requirements are met.

Following initial certification, SEI conducts annual follow-up testing on samples which are selected by SEI during the annual quality assurance audit. SEI's certification program is accredited as a System Type 5 per ISO/IEC Guide 67:2004(E).

Thank you for your participation in the SEI Certification Program. If you have any questions, please contact the SEI Office.

Sincerely,

William A. Fithian
Technical Director

Patricia A. Gleason
President

cc: Kevin Warren, SEI Auditor
Paul Clarke, SEI Auditor

September 6, 2012
Revised*: November 28, 2012

Mr. Roland Landry, General Manager
Falcon Performance Footwear
27 Wrights Landing
Auburn, ME 04210

Certification Letter

Dear Mr. Landry:

We are pleased to confirm that the Liquid Splash Ensemble - Footwear Variant models below are certified by the Safety Equipment Institute, effective September 05, 2012. Certification testing was successfully completed in accordance with the requirements of *NFPA 1992-2012 Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies.*

SEI Ref. No.	Brand	Model No.	Passed Testing
LPF FSM 02 - Variant 02	Globe FootGear	1301400 (Men's 14" - Shadow) 130140W (Women's 14" - Shadow) 1311400 (Men's 14" - Shadow - Wide Calf) 131140W (Women's 14" - Shadow - Wide Calf)	August 29, 2012

*Revised November 28, 2012 to include the wide calf models. The SEI Certification Mark may be used in the marketing, packaging and promotion of the model(s) detailed above, in accordance with the provisions of the *SEI Certification Program Manual.*

Per the SEI Certification Program Manual, SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when 1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard, 2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures, 3) the manufacturer has paid all fees, and 4) product liability insurance requirements are met.

Following initial certification, SEI conducts annual follow-up testing on samples which are selected by SEI during the annual quality assurance audit. SEI's certification program is accredited as a System Type 5 per ISO/IEC Guide 67:2004(E).

Thank you for your participation in the SEI Certification Program. If you have any questions, please contact the SEI Office.

Sincerely,

William A. Fithian
Technical Director

Patricia A. Gleason
President

cc: Geoff White, SEI Auditor
Kevin Warren, SEI Auditor

August 19, 2013

Ms. Julie Bellar
Honeywell First Responder Products/PRO-Warrington
1 Innovation Court
Dayton, OH 45414

Certification Letter

Dear Ms. Bellar:

We are pleased to confirm that the Structural Fire Fighting Footwear model below is certified by the Safety Equipment Institute, effective August 19, 2013. Certification testing was successfully completed in accordance with the requirements of *NFPA 1971-2013 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.*

SEI Ref. No.	Brand	Model No.	Passed Testing
SFB WRN 05 - Variant 11	PRO-Warrington	5007	August 14, 2013

The SEI Certification Mark may be used in the marketing, packaging and promotion of the model(s) detailed above, in accordance with the provisions of the *SEI Certification Program Manual*.

Per the SEI Certification Program Manual, SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when 1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard, 2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures, 3) the manufacturer has paid all fees, and 4) product liability insurance requirements are met.

Following initial certification, SEI conducts annual follow-up testing on samples which are selected by SEI during the annual quality assurance audit. SEI's certification program is accredited as a System Type 5 per ISO/IEC Guide 67:2004(E).

Thank you for your participation in the SEI Certification Program. If you have any questions, please contact the SEI Office.

Sincerely,

William A. Fithian
Technical Director

Patricia A. Gleason
President

cc: Jules Pinto, SEI Auditor

Honeywell
First Responder Products

14.WARRANTIES:

For Honeywell Protective Products:

Honeywell warrants that all turnout gear and protective products are free from defects in material and workmanship for the useful life of the product. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, and normal wear. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be either repaired or replaced at the discretion of Honeywell. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection.

Honeywell warrants that Morning Pride by Honeywell FYR-Glass helmet shells are free from defects in material and workmanship for a period of 5 years from the date of manufacture when used for normal firefighting and related operations. This warranty does not cover accidental damage, intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions and normal wear. Hot Fire Training Damage – This helmet meets the NFPA 1971 standard for high convective and radiant heat resistance. These tests will damage the helmet. To avoid similar damage in training exercises (flashover and/or high heat training), always use an aluminized helmet cover. Any heat damage to a helmet without an aluminized cover during such training voids all warranties, express or implied. END USER IS STRONGLY CAUTIONED not to install any accessory piercing the shell.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL

Vendor Name:_____ C-_____

(For City of Glendale Use Only)

CITY OF GLENDALE
MATERIALS MANAGEMENT
INVITATION FOR BIDS

SOLICITATION NUMBER: **IFB 16-31**

PUBLISHED DATE: **FEBRUARY 11, 2016**

TITLE: **FIREFIGHTER TURNOUT GEAR**

BID DUE DATE AND TIME: **MARCH 1, 2016 BEFORE 2:00 PM (Local Time)**

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

SUBMITTAL LOCATION:

City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

The City of Glendale is closed in honor of President's Day, Monday, February 15, 2016.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. **See Paragraph 2.2 for additional instructions for preparing a bid.**

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact**:**

Crista Clevenger, Contract Analyst
(623) 930-2865
CClevenger@Glendaleaz.com

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1.0 SPECIFICATIONS

1.1 PURPOSE AND SCOPE:

It is the intent of the City of Glendale Fire Department to purchase firefighter personal protective equipment, hereafter referred to as PPE, on an "as needed" basis. Bid specifications shall define the minimum requirements and standards for the manufacturer furnishing items required including firefighting helmets, turnout coats and turnout pants, hoods, gloves, boots and turnout cleaner/soap.

In the absence of specific comment on particular items, the industry standard practice will be presumed to prevail. Workmanship and quality shall be of the highest quality throughout. The safety of our members is our primary concern, considering that, some items that are specified are not subject to exception.

1.2 COMPLIANCE OF STANDARDS AND REGULATIONS:

Section1.2.1 through Section 1.2.17 Shall apply to all PPE purchased by the City via this solicitation which shall include helmets, turnout coats and turnout pants, hoods, gloves, and boots.

Manufacturer shall be tested and certified compliant to all performance and design requirements of (**NATIONAL FIRE PROTECTION ASSOCIATION)** NFPA 1971 and NFPA 1851.

NFPA does not recommend any particular lab or certification organization, and they must all meet the same standardized and accepted requirements. Upon City request the manufacturer shall submit written verification that the items being offered meet or exceed all requirements of NFPA 1971 (2013 Edition) and NFPA 1851 (2014 Edition).

All subsequent mention of NFPA 1971 will be the 2013 edition; NFPA 1851 will be the 2014 edition.

All garments produced shall meet or exceed the applicable criteria set forth in**:**

- NFPA 1971, STANDARD ON PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING
- NFPA 1851, STANDARD ON SELECTION, CARE, AND MAINTENANCE OF PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING
- FED-OSHA CFR 1910, Subpart L,
- OHSA 29 CFR Part 1910.1030

1.2.1 NFPA CERTIFICATION/TRAINING: With the ever changing advancements in technologies of care and maintenance of protective clothing, the City requires the manufacturer to provide training, certification and re-certification in accordance to manufacturer guidelines and NFPA standards. This education will include the care and maintenance of repairing and inspecting turnout garments with the manufacturer and a representative of Glendale Fire Department. With the provided information, the City must be able to train and certify other city members to render care and maintenance. Any additional needs or requirements identified in any updates any NFPA Standards applicable must be conveyed to the City of Glendale Fire Department representative. This training shall be at no cost to the City.

1.2.2 CERTIFICATIONS AND ADDITIONAL MANUFACTURER REQUIREMENTS: Each proposal shall include complete Underwriters Laboratories certification documents for the manufacturer, materials and seam strength tests on all items proposed. All UL certification documents shall be made available, certifying all proposed products upon request. All garments must be tested and listed by Underwriter's.

1.2.3 SAMPLES: Samples may be requested by the City's Fire Department as part of the evaluation process. If samples are requested for fit, One (1) sample will be required. If samples are requested for field testing, Eight (8) samples will be required. The warranty shall accompany said sample(s). The Bidder shall supply the sample(s) to the City, at no cost to the City, and the sample(s) shall become the property of the City of Glendale Fire Department and will not be returned.

1.2.4 RESEARCH AND DEVELOPMENT: With the ever changing advancements in technologies of fabrics and designs for protective clothing, we will require assistance in research and development from the manufacturer. Those requirements are as follows: There shall be a research and development opportunity for Fire protective items, with the manufacturer or distributor and a representative of Glendale Fire Department. This assembly shall be at a mutually agreed place and time, at least once per contracted year and shall be at no cost to the City. The manufacturer shall provide research and development items at no cost to the City, if requested. The wear test shall include new technology fabrics and/or designs and must be approved by Glendale Fire Department prior to construction.

The City of Glendale reserves the right to be a part of wear testing any new products of research and development. Any wear test sample(s) shall comply with 1.2.3.

1.2.5 NEW PRODUCT AVAILABILITY: If any awarded contract brand creates a new product during the life of this contract, the City's Fire Department shall have the option to purchase items at a brand discount. The discount shall be a percentage of the list price for any other awarded brand products, not specifically listed, that may be requested due to operational needs at a 20% reduced retail price.

1.2.6 DISCONTINUATION OF CONTRACTED ITEM: If the manufacturer discontinues a contracted item, the manufacturer or designee shall provide the department with ample warning, minimum of six (6) months, and at least two (2) alternative options that will meet or exceed current contracted item. **Any of these alternative options shall be considered samples and shall comply with 1.2.3.**

1.2.7 LIABILITY CONSIDERATIONS: The manufacturer shall agree to defend the Glendale Fire Department and the City of Glendale, Arizona at the manufacturer's own expense, in any and all suits, actions or proceedings in which the Department is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent as a result of the goods purchased in correlation to this request for proposal. The manufacturer further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against the department. The seller also agrees to hold harmless and indemnify the buyer from any and all licenses, royalty and proprietary fees or costs, including legal fees, which may arise out of buyer's purchase and use of goods supplied by the seller. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

1.2.8 WARRANTY: Manufacturer must provide at time of bid a written statement of warranty terms. Manufacturer shall guarantee items to be free from any defect in material or workmanship for the life of the product. The successful bidder must be able to provide an

immediate remedy of stock and/or support of any warranty replacement needs should they arise within the City specified timeframe (sec. 1.2.9)

All warranty work shall be provided on a no charge basis.

Manufacturer shall describe in detail how they plan to provide warranty repairs during the warranty period. The manufacturer shall designate a local full repair service available on weekdays, and a liaison available to assist the department on a telephone consultation basis, on any warranty, maintenance, order or repair questions. This shall be available during normal business hours.

The awarded manufacturer or local **Independent Service Provider (ISP)** will perform any major repair work on damaged garments at a cost only basis and expedite same, within eight (8) working days, over the life of the contract.

All fabrics and clothing must be manufactured in the United States of America by companies with their assets and incorporation within the United States of America.

1.2.9 DELIVERY: The awarded bidder shall commence shipments F.O.B. the City of Glendale, Fire Department within four (4) weeks after receipt of order. Reorders shall be processed within a similar time frame. For emergencies defined by the department as contamination, new hire firefighter trainee classes and excessive number of emergency related damages the awarded manufacturer shall agree to provide at no extra cost, delivery within ten (10) days. **There shall be no oversize up charging or additional costs on garments outside the "normal" range of sizes.**

All deliveries shall be made between the hours of 6:30 a.m. and 2:30 p.m., local time, Monday through Friday, excluding City holidays. Deliveries shall be made to:

City of Glendale
Attention: Fire Department
6210 W. Myrtle Avenue,
Suite 181, Bldg N.
Glendale, Arizona 85301
623-930-2690

1.2.10 USER INFORMATION GUIDE: Each garment shall include a User Information Guide with information required by NFPA 1971.

1.2.11 CLEANING INSTRUCTIONS: The manufacturer shall provide instructions for cleaning and care of the garment, including limitations in a form designed for the end user (firefighter). These instructions shall be packaged with each garment along with a summary sheet describing garment specifications, sizing and production details. This written information is to be in complete compliance with all applicable NFPA guidelines, and shall reference same. Garment washing, break in requirements, and retirement considerations shall be clearly defined.

1.2.12 TRACEABILITY: The manufacturer will have in place a computerized current traceability program that allows the assignment of a production control number to each garment and traceability from that control number down to individual bolts of fabric or materials used in all layers of the garment. This will include the ability to track individual work stations that processed the garment. Production control number shall be recorded on the garment label and on another protected area of the garment in permanent ink.

1.2.13 LABELING: Label will be permanently attached and state all NFPA Standard requirements are met. The ink used for providing this information shall be capable of surviving normal use and washing, remain readable for the life of the garment. Label shall be durable and include the name or designation of manufacturer; model; name or style number; lot or serial number; size; date of certification tests; patent numbers; cleaning and care instructions.

Any additional Hang-up loops, bindings, labels or production labels shall comply with NFPA 1971 Flame Resistance Test One for vertical flammability of cloth.

1.2.14 QUALITY: Bidder expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Should there be a quality issue, manufacturer shall address said issue immediately.

1.2.15 WORKMANSHIP: Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

1.2.16 REPAIR AND REPLACEMENT PARTS: Repair or replacement parts for existing equipment may NOT be accomplished by using any other than original or manufacturer approved replacement parts. All parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

1.2.17 BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Bidder's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of the City representatives, the Bidder shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Bidder or any subcontractors including dates, disposition and resolutions.
- The City further reserves the right to make unannounced inspections of the Bidder's facilities (during normal business hours).

1.3 STRUCTURAL HELMET – CONSTRUCTION REQUIREMENTS:

This specification details minimum requirements for materials, design and construction features to be incorporated in structural firefighting helmets. Hereafter referred to as, helmet. Each manufacturer must carefully read these specifications and respond to any and all requests for compliance. Failure to do so may be the cause for rejection of the bid.

1.3.1 COMPLIANCE OF STANDARDS AND REGULATIONS *– Refer to Section 1.2*

1.3.2 OUTERSHELL - Shall be of a high pressure molded construction to form the composite material. The entire outer shell shall be composed of a blend of 60% random chopped fiberglass, and 40% FR resins, FR additives and colored pigments shall be available in colors of black, white, red, yellow and green. The color shall be molded throughout. Paint or

coatings on the shell are not acceptable due to the inherent problems with chipping and durability.

The design of the helmet shall be of modern design and not the “traditional” style. Brim shall be down sloping and there shall be a strengthening rib down the center of the helmet running front to rear. Shell minimum thickness shall be .070"

1.3.3 SUSPENSION SYSTEM - The suspension shall be of an eight way universally adjustable design that is completely isolated from any external heat exposure. The suspension system shall allow for a low center of gravity for the wearer.

1.3.4 BRIM EDGE TRIM - The brim edge trim on all helmets shall be back impact resistant and fire resistive. All beading shall be bonded to the helmet edge with high temperature resistant adhesive. Preferably, the helmet shall have a high-temperature edge trim with a metal core.

1.3.5 HELMET HARDWARE AND THREAD REQUIREMENTS -
All threaded rods, machine bolts and screws, dowel rods and hex nuts shall be stainless steel. All dome nuts, acorn nuts and threaded inserts where used ion molded parts shall be solid brass. All split style lock washers used shall be bronze. Postman slides for chinstraps shall be nickel plated zinc alloy. Quick release buckles for chinstraps shall be Delrin large style. No rivets of any kind are permissible in the assembly of this helmet. All flat washers shall be stainless steel. All thread used in the earflaps shall be of Nomex Craq Spun Tex 70.

1.3.6 HELMET HANGER LOOP AND BRACKET - A circular hanger loop with at least one inch inside dimension shall be mounted at the rear of the helmet brim and shall be held in place by means of a bracket. Both of these components shall be gold anodized and fastened to the helmet with a machine bolt, lock washer and dome nut meeting hardware specifications aforementioned.

1.3.7 FACE SHIELD MOUNTING BRACKETS - Shall be aluminum or a fiber reinforced thermoplastic with threaded inserts to accept mounting bolts. Brackets shall be mounted using bolts that pass from below, then upward through the brim using the aforementioned hardware.

1.3.8 INTERNAL PROTECTION SYSTEM - The preference is for a helmet that does not require an internal protection system due to the added weight; however, if an internal protection system is required, it shall be comprised of a two part system with at least a .125" thick piece of expanded thermo plastic against the outer shell. The inner liner next to the wearer’s head shall be of a strip of monolithic .100" polycarbonate.

1.3.9 SUSPENSION HEADBAND AND RETENTION SYSTEMS - The suspension, headband and retention systems shall be comprised of the following components: suspension mounting ring; adjustable headband ratchet with padding - easily replaceable, washable and padded coverings for the headband and ratchet; and eight way overhead suspension system.

Suspension mounting ring shall be of injection molded high temperature thermo-plastic and firmly attached to the shell with two bolts each at the right and left side molded in areas, and one screw each at the front and the rear using hardware that meets specs. The mounting ring shall have eight bosses to accept the mounting tabs for the overhead suspension system. The minimum bottom of the ring opening shall be of no less than 19.6 cm from side to side, and no less than 23.5 cm front to rear to accommodate personnel with larger heads and the use of specialized firefighting gear.

Padded headband excluding ratchet assembly shall consist of a one piece injection molded part for strength, durability and comfort. Multi piece headbands are unacceptable.

Self-extinguishing ¼" thick padding shall be applied with pressure sensitive adhesive and run from above and behind each ear and all the way around the brow, while using a separate piece to cover the contact area of the ratchet.

The headband will mount to the suspension tabs by a "T" connector that fits through the suspension tabs at the four diagonal bosses. Each tab and boss shall allow for four adjustable headband settings. The sizing of the headband shall allow for firefighter's heads having measurements of 6 to 9.5 which will eliminate the need for multiple separate sizes of headbands.

The headband ratchet cover will be made using black 7.0 ounce FR cotton low pilling twill laminated to breathable .135" FR padding. The FR padding in turn shall then be laminated to a layer of breathable black Veltex. Both the headband and ratchet cover shall completely wrap around their respective components and be removable or replaceable for washing and or replacement purposes by means of hook fastener tape.

1.3.10 EYE PROTECTION MOUNTING SYSTEM - Shall be NFPA 1971 certified and shall be provided by use of non-conductive materials. Mounting bracket shall be aluminum injection molded, non-conductive fiber reinforced thermo-plastic. Brackets shall provide for easy one handed operation. Face shields shall be 4" by .110" APEC with reinforced end covers.

1.3.11 REFLECTIVE TRIM - Reflective trim shall be five lime yellow 1'x4' reflexite bars, two on each side and one centered on the rear of the brim.

1.3.12 EAR COVERS/FLAPS - Standard ear covers shall be constructed in the following manner: an outer layer of 7.5 oz Basophil nomex fabric preferably golden brown; an inner layer of 7.0 oz FR cotton flannel and a ½" Nomex webbing mounting strip along the top outside edge. Nomex tape mounting strip shall be looped over the four diagonal suspension /headband mounting tabs and the fifth tab at the center rear when the suspension/headband is installed.

1.3.13 WINTER LINER - A winter liner to provide padding and heat protection will be provided to place in the crown portion of the suspension and shall be constructed of the same materials as the earflaps.

1.3.14 CHINSTRAP - The chinstrap shall be made of ¾" black Nomex spun fiber webbing and incorporate a quick release buckle on the wearer's right side; with a postman slide length adjustment on the wearer's left side. The loose end of the strap shall feature storage by means of a Velcro hook and loop fastener strap. Strap shall be installed by inserting the looped ends of the chinstrap up and through the slots in the bottom of the wings on the suspension mounting ring. Retention of the chinstrap shall be made by inserting dowel pins meeting the hardware specifications through the end loops before the mounting ring is installed.

1.3.15 WARRANTY - Manufacturer must provide at time of bid a written statement of warranty terms. Manufacturer shall guarantee the helmets to be free from any defect in material or workmanship for the life of the product. Manufacturer shall guarantee for five (5) years, from the date of manufacturer, the shell against damage or the ability to wear out during normal firefighting and or training activities. This warranty excludes helmets for parts that are lost due to acts of nature or negligence. The successful bidder must be able to provide a local distributor with stock to support any warranty replacement needs should they arise.

1.4 <u>TURNOUT GARMENT/COAT AND PANT – CONSTRUCTION REQUIREMENTS</u>:
It is the desire of the City of Glendale, Arizona, Fire Department that the coat and pant be manufactured by the same provider, to insure consistency, and to avoid liability and interface

problems. Manufacturer warranty terms and duration shall be the same for the turnout coat and turnout pant and shall be provided on a no charge basis.

1.4.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.4.2 ADDITIONAL LABELING: The garment shall provide head to toe blood-borne pathogen resistance protection, including the interface areas, as defined by the NFPA 1971 Viral Penetration Resistance Test using the Phi-X174 bacteriophage, in conjunction with the NFPA 1971 Whole garment Liquid Penetration Test.

TRACKING LABEL SYSTEM: There shall be a two (2) dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information on every separable layer in an obvious location:

a) Unique serial number
b) Item description (size, brand, model, material color)
c) Lot information (date of mfg., size, etc.)
d) Material content
e) The standard to which the garment is compliant
f.) Warnings

1.4.3 THREAD: The thread used in the construction of the coat and pant shall be the same, all thread shall be Nomex of minimum TEX T-60. Seam minimums:

a) All major A Seams should be a minimum of TEX T-90
b) All non-major A Seams should be a minimum of TEX T-60
c) All major B Seams should be a minimum of TEX T-60
d) All moisture barrier seams should be a minimum of TEX T-80
e) All safety serge stich seams on thermal liners can be a combination of TEX T-90 and TEX T-60

1.4.4 STITCH METHODS: The stitching methods used in the construction of the coat and pant shall be the same. In addition, all moisture barrier seams shall be tape sealed to meet NFPA liquid penetration requirements as per NFPA 1971.

Stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly, shall be reinforced using a forty-two (42) stitch minimum bar tack.

NOTE: There shall be no raw edges in any uncoated fabrics.

NOTE: All reinforcements at points of strain shall be accomplished with forty-two (42) stitch bar tacks.

1.4.5 MATERIALS FOR COAT AND PANTS: The turnout garment shall be constructed of the following materials in the following multi-layer configuration. The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 40.2 and a Total Heat Loss (THL) of not less than 271.3 when tested in accordance with NFPA 1971 standard. The turnout coat and pant shall be of the same materials and configuration.

1.4.6 OUTER SHELL MATERIAL: The outer shell shall be constructed PBI® Max, 7oz with Filament Twill Technology™; 70% PBI®/DuPont KEVLAR® spun yarns/30% 600 denier DuPont Kevlar Filament with an extremely durable FPE water resistant Teflon® FPE alloy finish. The coat and pant color shall be Natural in color.

1.4.7 MOISTURE BARRIER MATERIAL: The moisture barrier shall be constructed of CROSSTECH® Black, (Type 2F); NFPA 1851 (2014 edition), 5.0 oz/sq yard. Moisture barrier shall be installed in the garment between the outer shell and the thermal liner. Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. Systems that leave the thermal liner unprotected against fireground liquids and other contaminants are unacceptable. All moisture barrier seams shall be sealed as required by NFPA 1971.

1.4.8 BREATHABILITY REQUIREMENTS: Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom options section, all materials used in the construction of the garments shall be breathable.

1.4.9 THERMAL LINER: The thermal liner shall be comprised of Glide™ high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz/sq/yd. The Kevlar filament yarns shall represent no less than 60% of the face cloth's composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Nomex spun yarns, with superior wicking characteristics, shall be used to promote moisture management within the garment. The Glide™ face cloth shall be quilted to one layer of apertured (11-13 apertures/sq. inch) spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd with a Teflon® finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying. An additional layer of 3.0+ oz. /sq. yd. NOMEX® Chambray face cloth with a Teflon finish shall be positioned toward the outer shell. This layer provides additional thermal insulation and is treated with a Teflon finish to promote minimal moisture storage in the garment as well as promote rapid drying (Total weight +/- 8.0 oz. /sq. yd.)

1.4.10 MOISTURE BARRIER/THERMAL LINER ATTACHMENT: The moisture barrier/ thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a thermoplastic zipper down each front facing, hook and loop along the neck to interface with collar as well as hook and loop and one snap at each sleeve end. The design should provide continuous moisture/blood-borne protection at the sleeve and ankle attachment areas. All other requirements per NFPA standard 1971 will apply.

1.4.11 REINFOREMENT MATERIALS: Reinforcements shall be provided at cuffs, pockets, elbows and shoulders; shall meet the requirements of NFPA 1971.

1.4.11.1 CUFF REINFORCEMENT: Shall be of Black Polymer coated aramid cuff reinforcement to prevent abrasion of the cuff. This shall be a minimum of three inches (3") of total width, for the full circumference of the cuff. The cuff reinforcement on the coat and pant shall be double stitched.

1.4.11.2 SEAM ABRAISION SHIELD: On the inside seam of each pant leg at the cuff and each sleeve at the wrist, shall be an abrasion shield of an additional layer of Black Poly-coated aramid, three-half inches by three inches (3½" wide x 3" long) on the outer shell component to reduce rip out and abrasion friction along the seam.

1.4.11.3 POCKET REINFORCEMENT: BLACK PCA four inches (4") up all four (4) sides on outsides of pockets for reinforcement of the pocket. Any change of certified materials for pocket reinforcements, the manufacturer shall identify the additional cost for the specified material.

1.4.11.4 ELBOW REINFORCEMENT: Shall be of Black Polymer coated KEVLAR® with one-eighth inch (1/8") thick Lite-N-Dri™ cushioning.

1.4.12 REFLECTIVE TRIM: The reflective trim shall consist of three inches (3") Ventilated Scotchlite™ Triple Trim lime/yellow and be of the same materials on the coat and pant.

Reflective trim at the cuffs of sleeves and pants are not to be incorporated into the major A and B seams of the garment. They are to stop a minimum of half an inch (1/2") from the seam on the medial aspect of the legs and the lateral aspect of the arms. Shall comply with requirements as per NFPA 1851.

All reflective trim shall be sewn with four (4) rows lockstitch 301, minimum six (6) stitches per inch for most secure trim attachment.

1.5 COAT CONSTRUCTION REQUIREMENTS:

The turnouts shall be constructed of the above stated materials in a multi-layer configuration for the turnout coat and pant. It is the desire of the City of Glendale, Arizona, Fire Department that the pants be manufactured by the same provider as the coat, to insure consistency, and to avoid liability and interface problems. Manufacturer warranty terms and duration shall be the same for turnout coat as it is stated for turnout pant. All warranty work shall be provided at no cost to the City.

1.5.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.5.2 PATTERNING REQUIREMENTS COAT: Garments be of 3-panel construction in all layers, shall feature Freedom design fully featured with Bi-swing Back for mobility and to eliminate tugging or binding at the shoulders. The design of all three (3) layers shall not have a gap when the firefighter is bending, crawling or climbing. Back shall include a removable accountability patch. Sleeves shall be of full length and of shoulder insert, 2-panel type design. Freedom Elbow design to allow the arm to bend freely while keeping the wrist protected and reducing sleeve travel. The design and cut of the construction throughout the outer shell, moisture barrier and thermal liner should properly interface. The liner should consist of vented features. Underarm bellows shall be included to reduce hem rise and sleeve travel. The Heat Transfer Index rating shall be a minimum of twenty-five (25) seconds for the shoulder when measured at two (2) psi (pounds per square inch). The moisture barrier/thermal liner shall finish no more than one inch (1") from the cuffs and three inches (3") from the hem.

Quilt "Center Cut" Thermal Liner Construction: The moisture barrier shall be completely sewn to a Teflon® treated NOMEX® facecloth at its perimeter. The moisture barrier substrate/facecloth combination will be sewn to the quilted thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. The quilted thermal liner will be oriented toward the wearer. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 3" from thehem.

One piece garments shall not be acceptable in any layers.

1.5.3 THERMAL REINFORCED YOKE: A layer of Semper Dri™, Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two (2) layers of Nomex®/Kevlar® spunlace and a layer of quilted Nomex®/Kevlar® spunlace with no face cloth shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams seven inches (7") down, over the tops of shoulders and down the front approximately 4" ending at the armhole.

1.5.4 **SHELL YOKE REINFORCEMENT:** A layer of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd.)) shall be sewn under shell completely across pleated back approximately seven inches (7") in length. It shall be sewn to the inside of the upper back portion and sleeve eight inches (8") in length and twelve inches (12") across the sleeve.

1.5.5 **INSPECTION PORT**: An inspection port, secured with hook and loop fastener shall be provided in the center left front area to allow the entire interior of the moisture barrier/ thermal liner assembly to be inspected in the field for wear and burn spots without unstitching garment. The port should be a ten inches (10") wide to allow for hydrostatic testing. The Liner Inspection System shall be completely hidden when the liner is properly installed into the outer shell.

1.5.6 **COAT RISE:** with arms extended overhead shall not exceed more than four inches (4") at maximal extension and a minimum of three inches (3") overlap of the outer layer, two inches (2") of thermal layer, must remain over the pant at waist. Shell and liner retraction at the cuff shall not exceed one inch (1") when both arms are raised overhead on properly fitted garments.

1.5.7 **HANG UP LOOP:** a hang up loop made of a triple layer of self-fabric shall be securely reinforced with two forty-two (42) stitch bar tacks on the outside of the coat at the collar seam. Webbing is not acceptable. Hang up loop shall be of a minimum 80 lbs. capacity.

1.5.8 **SIZING:** The sizing shall not allow a gap when the firefighter is bending, crawling or climbing. Sizing: sizing shall be provided in one (1") inch increments including but not limited to, chest size, arm length, coat front and back lengths.

Garments ordered for women members shall be cut on women's patterns, not on modified men's patterns.

Custom sizing shall be provided as needed.

1.5.9 **COAT LENGTH:** The coat shall be designed so that it does not interfere with the natural flexing of the wearer's leg when walking, running or climbing. The coat must at all times provide of at least three inches (3") of overlap when reaching or flexing side to side with the wearer's hands extended overhead, as specified in NFPA 1500. Standard sizing shall be from twenty-nine inch (29") to forty-one inch (41") lengths. Size may be custom tailored for longer bodied firefighters. The coat shall protect against exposure above the waist when bending or reaching.

1.5.10 **LABEL LINER POCKET:** Liner label shall be incorporated into one (1) pocket, eight and a half inches by eight and a half inches (8.5" x 8.5") design located on the front right side of liner and consist of black outer shell material.

1.5.11 **SLEEVES:** Wrist exposure must not occur with overhead extension. Cuff, shell, liner retraction shall not exceed 1 inch (1") when both arms are raised to eliminate wrist exposure. Sleeves shall be of full length and of shoulder insert, 2-panel type design. Pieced in underarm gussets are not acceptable. Sleeves shall be patterned and designed to eliminate coat hem rise.

A combination Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two (2) layers of Nomex®/Kevlar® spunlace and one (1) layer of breathable CROSSTECH® Black (Type 2F) leader shall be sewn no more than one inch (1") back from the combination liner sleeve end to form a sleeve well. Attached by snap and hook and loop sewn full circumference to the end of the thermal liner/CROSSTECH® Black (Type 2F) moisture barrier leader to help secure the combination liner to the outer shell. This sleeve

well shall reduce gaps, water and hazardous materials from entering the sleeve when arms are in a raised position and allow for a full range of motion without binding.

1.5.12 BELLOWS UNDERARMS: Bellows underarm construction shall be used in all layers of the coat-outer shell/moisture barrier/thermal liner-ensuring maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward; shall extend to all inner layers of the coat. The outer shell/moisture barrier/thermal liner bellows shoulder construction shall consist of an underarm and shoulder bellows of elongated football shape not less than eight inches (8") wide by not less than fifteen inches (15") long sewn into each of the coat fabric layers by two-needle construction. The bellows in each layer shall begin at a point corresponding to the front of the armpit, wrap around under the arm and shoulder joint, and terminate at the rear top of the shoulder.

1.5.13 WRISTLET EXTERNAL: External Wristlet: shall consist of 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex, a six inches (6”) long outer wristlet, which shall be mounted to the end of each inner sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/ thermal liner assembly.

1.5.14 WATERWELL AND INTERNAL WRISTLET: A eight inches (8”) isodri® over the hand, consisting of KEVLAR®/NOMEX®/Spandex® wristlet in place to protect from flame and moisture must be featured on every garment. Inner wristlet shall be sewn to the thermal liner sleeve end and not the outer shell. A specified moisture barrier water well with an elastic gather shall be sewn to the moisture barrier sleeve end with all seams sealed to allow maximum channeling of water away from inside the moisture barrier/ thermal liner sleeve end and pass the whole garment water tight integrity test. The thermal liner/wristlet shall be forty-two (42) stitch bar tacked and seam sealed at the junction of the moisture barrier sleeve to water well seam to prevent liner pull out. This inner water well assemble shall be interface capable with the appropriate glove to provide wrist protection during the liquid tight integrity test. The inner wristlet shall provide complete wrist protection from immediate exposures.

1.5.15 COLLAR: Collar flashing shall be of three inches (3”) self-fabric, fully lined with Crosstech® Black lined split collar with hook and loop for attachment to the shell. The collar shall be configured such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. Each collar shall be graded for individual coat sizes. Design shall provide comfort, protection, and confirm the wearer’s neckline is completely protected and not to interfere with SCBA face mask or helmet.

1.5.16 SHOULDER CAPS: A four inches (4") wide area at the top of the shoulders extending six inches (6") from the collar seam shall be capped with self-fabric for abrasion resistance and thermal protection. For additional thermal protection and cushioning, one (1) layer of uninterrupted one-eighth inch (1/8") thick, fire retardant closed-cell foam shall be oriented between the outer shell and the shoulder cap reinforcement.

1.5.17 LINER AND DESIGN ATTACHMENT: Liner shall consist of vented design. Coat inner yoke reinforcement shall be of one (1) layer Semper Dri®, one (1) layer front and back yokes sewn to coat thermal liner for extra thermal protection in a high heat and compression area of the coat. The thermal liner and moisture barrier component shall be completely detachable from the outer shell. The liner front sides shall be attached by thermoplastic zippers with attachment at the neck to the outer shell with hook and loop sewn in the center top edges. The design should provide continuous moisture/blood-borne protection at the front and neck, attachment areas and font sides.

1.5.18 DRAG RESCUE DEVICE: Manufacturer shall supply each coat with a Kevlar Rescue Strap system designed to fit each individual chest size. Each strap is to be properly labeled with Danger Labels that include what chest size the Rescue Strap is designed to fit along with instructions for care installation/removal of the Rescue Strap. Rescue Strap shall be designed in a fashion that it functionally provides a dynamic, articulated action and eliminates excess strapping material from hanging down the back when installed between the garment's liner and outer shell.

The device shall be constructed using two components: a one and a half inch (1.5") Kevlar webbing grab handle; and a free floating loop of Kevlar rope to go around each of the wearer's arm/shoulder. The Kevlar webbing grab handle shall be sized with the center of the loop positioned at the rear of the upper torso and through the grab handle. The grab loop shall extend upward and pass through a reinforced slot in the coat outer shell just below the center rear of the collar seam where it will exit the outer shell with a silver retro-reflective patch attached to the loop handle. The protruding grab loop shall then fold back down over the top of the tunnel and bestowed by Velcro with the pile sewn for the width of the tunnel and the hook sewn on the grab loop. There shall then be an outer shell flap of three inches (3") Red Ventilated reflective trim, set horizontal across flap with four (4) rows lockstitch.

1.5.19 STORM SHIELD/CLOSURE SYSTEM: A storm shield constructed in the Chicago Closure style shall be used. Shall consist of Gore TR7100 PTFE moisture barrier between two (2) layers of self-fabric with an additional thermal layer of Arafil inserted. This will incorporate a double thickness of self-fabric, five inches (5") wide. This shall be mounted on the exterior of the garment on the LEFT side and secured in position with two inches (2") hook and loop Velcro fastener. Closure shall be provided by four (4) hook (stormflap or left side with opening to be facing downward) and four (4) D-Rings (right side) which shall be completely covered by the storm flap. The storm flap shall be attached to the coat with stitching on the left side as worn, with Velcro closure on the right side as worn. Three (3) additional snaps shall be added between the hook and D-Rings for closure reinforcement.

1.5.20 POCKETS: One radio pocket shall be provided, 6.5" high x 3.5" wide x 2" deep. Will consist of outer shell material, polycotton fully lined all three (3) sides inside pocket. Pocket closure shall be secured with Velcro and shall have an antenna notch on both sides with a three inch by three inch (3" x 3") mesh opening. Placement shall be at a one o'clock (01:00) angle, just above chest trim.

There shall be two (2) additional pockets on the front of the coat, one on each side of the closure system at the waist. They shall be KEVLAR® twill fully lined all four sides with BLACK PCA four inches (4") up all four (4) sides on outsides of pockets. They are of bellows style, eight inches high by eight inches wide by two inches deep (8"H x 8"W x 2"D). Closure secured by three (3) pieces of Velcro on flap and one on the pocket. Pockets shall be hanging on coats that are thirty-two (32") or shorter.

All pockets shall have Brass drainage grommets provided in pocket bottom.

1.5.21 REFLECTIVE TRIM: The reflective trim shall consist of three inches (3") Ventilated Scotchlite™ Triple Trim lime/yellow, consisting of one three inches (3") band around each sleeve two inches (2") above the cuff; and one three inches (3") horizontal strip across the front upper torso and an additional strip full circumference on the front and back of the coat, above the hem. An additional, a three inches (3") strip shall extend vertically from the hem trim to the bottom of the yoke in back. **All reflective trim shall be sewn with four rows lockstitch 301, minimum six stitches per inch for most secure trim attachment.**

1.5.22 AMERICAN FLAG: Two inches by three inches (2" x 3") American Flag Emblem of Nomex thread shall be placed on the right sleeve, with stars on upper right corner.

1.5.23 MICROPHONE TAB: There shall be three (3) microphone tabs consisting of triple layer self-fabric: one inch by three inches (1"x 3"). One (1) located on the stormflap two inches (2") below the top, one (1) left, and one (1) right front chest. The placement of the left and right sides shall be just below the collar and next to the stormflap as to not interface with the Self Contained Breathing Apparatus straps.

1.5.24 FLASHLIGHT STRAP: One strap consisting of self-fabric, two inches by twelve inches (2" x 12"), attached by X-stitch and two (2) bar tacks, approximately one and a half inches (1.5") below microphone tab.

1.5.25 GLOVE HOLDER: One strap consisting of self-fabric, two inches by twelve inches (2" x 12"), with Velcro to secure ends. To close with bottom end on top, in a circle when closed. Placed vertically, right of stormflap, secured by X-stitch in center.

1.5.26 SNAP HOLDER: One 2-layer self-fabric flashlight snap holder with two bartacks on right front coat, just above hem trim between pocket and stomflap.

1.5.27 REMOVABLE ACCOUNTABILITY PANEL: shall be of five inches by eighteen inches (5" x 18") patch, consist of two (2) layer self-fabrics; secured with hook and loop, sewn to the top of the patch and the underside of outer layer of the trim and reinforced by two (2) snaps. Lettering shall be of three inches (3") sewn on Lime/Yellow 3M™Scotchlite™ Letters (6-12 characters). Longer names can be of two inches (2") letters.

Lettering shall be FF NAME: 1st initial and last name.

1.6 PANT CONSTRUCTION REQUIREMENTS:

The turnouts shall be constructed of the above stated materials in a multi-layer configuration for the turnout coat and turnout pant. It is the desire of the City of Glendale, Arizona, Fire Department that the pant be manufactured by the same provider as the coat, to insure consistency, and to avoid liability and interface problems. Manufacturer warranty terms and duration shall be the same for turnout pant as it is stated for turnout coat. All warranty work shall be provided on a no charge basis.

1.6.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.6.2 PATTERNING AND DESIGN: The pant shall be multi patterned design to allow for the best optimum balance of comfort, mobility, and protection. Garments shall feature a more tailored fit with contoured legs and knees for better mobility and a radial inseam to reduce tension and add comfort. A radial banded insert runs continuously from the top of knee on one leg, through the crotch area to the top of the opposite knee, reduces tension and adds comfort. Bib style or high back waist or enhanced waist pant are not acceptable.

Legs of the pant shall be boot cut and able to easily slide over the tops of a 14" various brands of structural firefighting turnout boots without hanging up when doffing or causing the boot top to crush in appearance when stowed. Cuff of the pant and lower leg area should not be so tight as to creep up the boot and not fall back to the normal "natural" position when crawling or squatting.

1.6.3 MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be constructed of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two (2) layers of NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd.)), to deter the wicking of moisture up the thermal liner leg of the bottom nine inches

of each thermal leg. The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. The moisture barrier/thermal liner shall finish no more than 3" from the cuffs. For added thermal protection in the knee, an additional layer of uninterrupted 1/8" thick, fire resistant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

1.6.4 MOISTURE BARRIER/THERMAL LINER ATTACHMENT: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Eight (8) evenly spaced snaps shall secure the liner to the integral waistband; two snaps shall be set in leather leg tabs at each leg end and hook and loop on each side of fly facing.

1.6.5 INSPECTION PORT: An inspection port shall be provided at the upper hem of the pant liners secured together with Velcro material, to allow the entire interior to be turned completely inside out for a detailed inspection of the moisture barrier/ thermal liner assembly to be inspected in the field for wear and burn spots without unstitching garment. The port should be a ten inches (10") wide to allow for hydrostatic testing. The Liner Inspection System shall be completely hidden when the liner is properly installed into the outer shell.

1.6.6 SIZING: Pants are to be available on a custom order size basis in one (1) inch waist increments and inseam lengths, including but not limited to, waist measurement and inseam length.

Garments ordered for women members shall be cut on women's patterns, not on modified men's patterns.

1.6.7 KNEE PADDING/THERMAL LAYERING: The manufacturer will provide an additional knee pad with enhanced thermal layering to protect the firefighter from objects while crawling and to provide enhanced TPP, in the knee area. Shall consist of a flexible design and patterning. These pads shall be a minimum of three (3) layers of Lite-N-Dri® foam padding and are attached to the outer shell of the pant. The Heat Transfer Index rating shall be a minimum of 25 seconds for the knee when measured at 8 psi (pounds per square inch). The knee pad shall be made Contoured black Super Fabric knees. The liner shall be internally reinforced at the knee with a separate piece of breathable high temperature, fiber based thermal liner material.

1.6.8 FLY CONSTRUCTION: The outer shell fly shall have an overlapping fly front and be locked stitched to the left side of the front opening and be in proportion to waist size and crotch rise in both length and width. Closure shall be of a thermoplastic zipper inside with 1.5" hook and loop, ¾" hook underneath with double row stitching. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a forty-two (42) stitch bar tack. Additionally, one snap shall be positioned at the inside top of the fly. The storm fly shall be of self-fabric, lined with a four inches (4") strip of CROSSTECH® (Type 2C) moisture barrier material.

1.6.9 BOOT CUT: The back portion of the cuff will gradually curve upward from each side seam to a maximum of 2" at the center back of the pant leg to prevent wear on the back of the cuff.

1.6.10 REFLECTIVE TRIM: The reflective trim shall consist of three inches (3") Ventilated Scotchlite™ Triple Trim lime/yellow, consisting of one strip full circumference around the bottom of the cuff 2"/3" from the bottom cuff. **All reflective trim shall be sewn with four rows lockstitch 301, minimum six stitches/per inch for most secure trim attachment.**

1.6.11 SUSPENDERS: EZH-Back Quick Adjust Non-Stretch suspenders with two inches (2") metal loops shall be included with pant. Color shall be black in a horizontal back strap ("H" cross) design, have four (4) points of attachment, using self-fabric, and leather-reinforced suspender tabs with snaps to secure to pant. The shoulder straps shall be of two inches (2") wide elastic webbing, encapsulated with a long sheath of padding constructed of fire-retardant closed-cell foam laminated to Nomex pajama check substrate with and have a one inch (1") wide lime/yellow Scotchlite strip located the entire length facing outward with two 8" front pull straps for easy adjustment of proper fit. Size shall be determined at time of order and increased or reduced in length accordingly.

1.6.12 BELT AND HARNESS: Two inches (2") wide KEVLAR® belt with two inches (2") self-locking thermoplastic buckle with quick release mechanism. Shall attach to the pant shell by three (3) belt loops, four inches (4") wide by three and a half inches (3.5") high, 2-layers self-fabric, double stitched and bar tacked all four corners. The waist of the pant shall be reinforced on the inside with a layer of self-fabric, not less than one and a half (1.5") in width.

1.6.13 POCKETS: Pants shall be provided with two bellows cargo pockets, fully lined on the outside with BLACK PCA, five inches (5") up. Pockets shall be lined with KEVLAR® on all four (4) sides. Closure shall consist of hook and loop material, with full one and a half inches (1.5") Velcro hook across the entire length of the top outside edge of the pocket three vertical stripes on pocket flap of one and a half inches (1.5") Velcro pile Brass drainage grommets shall be provided in pocket bottom.

Left thigh pocket shall consist of an internal pocket system for tools. Two (2) layers to create six (6) compartments. The materials shall be of self-fabric lined with KEVLAR® on the inside. Dimensions are ten inches wide by nine inches high and two inches expansion (10"wide, and 9"high and a 2").

Right thigh pocket shall consist of split bellow pocket, an internal pocket divide in half vertically with Kevlar twill attached with three (3) snaps to allow for full or half pocket use. Dimensions are nine inches wide, eight inches high and two inches expansion (9"wide, and 8"high and a 2"expansion).

1.6.14 TAKE UP STRAPS: Two (2)fully adjustable take up straps on each side, one inch by ten inches (1" x 10") in length and shall be provided quickly adjust of the waistband to properly allow a snug fit. These straps shall be constructed of two (2) layers of self-fabric and shall have a spring loaded postman's slide fastening device to insure a non-slip fit and bar tacked to shell, pull forward. Plastic fasteners are not acceptable. Leather take up straps are not acceptable.

1.7 STRUCTURAL FIREFIGHTING GLOVES–CONSTRUCTION REQUIREMENTS:

This specification details minimum requirements for materials, design and construction features to be incorporated in structural firefighting gloves. Hereafter referred to as, glove. Each manufacturer must carefully read these specifications and respond to any and all requests for compliance. **Failure to do so may be the cause for rejection of the bid.**

The glove shall be a gunn cut pattern with wing thumb and wrap around index finger. Lining is completely sewn 8 oz S.E.F. Modacrylic, laminated to Gore RT7100 Glove Barrier Fabric. Seams shall be sealed with a DuPont® silicone sealant. The one-piece lining is permanently sewn to the glove shell in the area of the fingertips and wrist as to eliminate the opportunity for lining pullouts. The glove body shall extend 2" above the wrist crease and shall have a shirred elastic snuggler at the wrist.

1.7.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.7.2 OUTERSHELL: Shall be constructed of heavy weight, fire retardant, heat resistant, 3.50 to 4.0 oz., grain elk hide on the glove back. Shelby abrasion resistant, multidirectional fiber structure, brushed pigskin on the palm.

1.7.3 THERMAL LINER: Shall be of 8 oz. S.E.F. Modacrylic fleece laminated to Gove RT7100 glove barrier fabric.

1.7.4 PROTECTIVE BARRIER: Shall be of Gore (PTFE) RT7100 glove barrier fabric and shall be combined (laminated) to the thermal liner. The breathable barrier/thermal liner system shall be individually graded and sized proportionally to human hand sizes.

1.7.5 WRIST PULL: Shall be 3" x 3 ½" round leather pull, sewn to glove body.

1.7.6 HANGER LOOP: Shall be ¼" fire retardant, heat resistant split cowhide.

1.7.7 THREAD: Shall be sewn with high burst strength Kevlar 30/5 lock stitch, 8-10 stitches per inch.

1.7.8 SIZING: Sizing shall be available in XXS, XS, S, M, L, XL, J

1.8 STRUCTURAL FIREFIGHTING HOODS – CONSTRUCTION REQUIREMENTS:

This specification details minimum requirements for materials, design and construction features to be incorporated in structural firefighting hoods. Hereafter referred to as, hood. Each manufacturer must carefully read these specifications and respond to any and all requests for compliance. **Failure to do so may be the cause for rejection of the bid.**

1.8.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.8.2 MATERIAL SPECIFICATIONS: The overall construction of the hood shall be manufactured with Ultra C6 fabric of 65% Oxidized Polyacrylonitrile (OPF) and 35% artificial tri-blend of 1 x 1 Rib Knit. The material weight shall be 6.5 oz / yd^2 (+1 / -.5)

1.8.3 FABRIC PERFORMANCE VALUES: The Hood fabric shall be self-extinguishing, inherently flame resistant, odor neutralizing, anti-static, with low heat conductivity. Fabric shall maintain performance values after laundering and finished to minimize shrinkage. Rib Knit shall allow for stretch and shape retention.

1.8.4 THERMAL PROTECTIVE PERFORMANCE: 2 ply, as received; 2 ply, after 5 washes

1.8.5 OVERALL LENGTH: 23 Inches

1.8.6 FACE OPENING: Full Face Opening Circular Measurement 120 mm – 145 mm; Sewn with ½" elastic. Elastic is encapsulated in material and cover stitched elastic face opening stretches to accommodate a circumference of at least 31" (800 mm) for ease of donning, snug fit, and proper seal with SCBA

1.8.7 BINDING: Binding of same fabric material to enhance design with a finished look.

1.8.8 SEAMS: Thread used shall be 100% Nomex; Head design with traditional center head seam.

1.9 STRUCTURAL FIREFIGHTING BOOTS – CONSTRUCTION REQUIREMENTS:

The City's Fire Department has undergone a field wear test to identify and select multiple brands of firefighter boots to best accommodate Glendale Firefighters. As our department has grown, we now have firefighters that do not all fit into one specified manufacturer. The approval of multiple vendors for boots will allow us to accommodate the best fit and size boot, limiting fatigue and other health related problems for the individual feet variance of Glendale firefighters.

Specifications for the three (3) manufacturers have been tested and approved;

- Honeywell Pro Warrington 5007
- Globe Shadow™
- Black Diamond X2

1.9.1 COMPLIANCE OF STANDARDS AND REGULATIONS – *Refer to Section 1.2*

1.9.2 ADDITIONAL CERTIFICATION: In addition to the NFPA 1971 Standard, must also meet the Class 75 impact resistance/compression resistance requirements of ASTM F2413-05.

1.9.3 SIZING: Boot fit shall be true to size, not requiring up sizing due to inserts. If up sizing is required due to incorrect last modeling or addition of required inserts, there shall be no up charge. See each Manufacture/Model for size specifications.

1.9.4 <u>BOOT SPECIFICATIONS #1: MFG/MODEL: HONEYWELL BT5007:</u>

- Texon Board Shinguard
- Bootie Package with full-height Crosstech® Moisture Barrier and a 7.5oz Kevlar® Thermal Barrier
- Breathable Advanced™ Ripstop Fabric
- Supportive Goodyear Welt Construction
- PowerToe™ Protection
- Broad Oblique Steel Toe
- Reflective Welt
- Heavy-duty Round Handle Strap
- Reinforced Side and Back Stays
- APT Barcode
- Premium Quality Military AB Leather
- Heel Grip Wall
- Visible PowerHeel™
- Removable Molded Insert
- Corrosion resistant Triple-rung Shank
- Puncture-resistant Stainless Steel Bottom Plate
- Vibram® Lug Broad-base Sole

1.9.4.1 SIZING: Boot shall comply with 1.9.3. Boot fit shall be true to size, not requiring up sizing due to inserts. If up sizing is required due to incorrect last modeling or addition of required inserts, there shall be no up charge for 4E widths. Additional width of 5E shall be available as a special order boot with no longer than a six week date of delivery.

Full and half sizes in the following sizes and widths are to be available.

C widths	**6-12, 13, 14**
D widths	**4-13, 14, 15**
E widths	**4-13, 14, 15**
3E widths	**4-13, 14, 15**
4E widths	**6-16**
5E widths	**6-16**

1.9.5 <u>BOOT SPECIFICATIONS #2, MFG/MODEL: GLOBE SHADOW™</u>

- Flame-Resistant, Water-Resistant Heavy Duty Leather

- CROSSTECH Footwear Fabric
- Kevlar Blend Protective Shield
- Pull Straps
- 3D Molded and padded Shin Guard
- Heelport Internal Fit System
- Composite Heel Counter
- Composite Safety Toe Cap
- Vibram Toe Bumper
- 3D Molded Removable Footbeds
- 3D Composite Lasting Board
- Composite Shank
- Composite Puncture Protection
- Vibram Contoured Cup Outsole
- Athletic Footwear Construction
- Slip-Resistant Tread

1.9.5.1 SIZING: Boot shall comply with 1.9.3. Shall be available in:

- Men's: 5-16 (full and half sizes) and 17-18 (full sizes only) in Narrow, Medium, Wide, and X-wide widths. Wide calf model available in all sizes.
- Women's: 5-12 (full and half sizes) in Narrow, Medium, Wide, and X-Wide widths. Wide calf model available in all sizes

1.9.6 BOOT SPECIFICATIONS #3: MFG/MODEL: BLACK DIAMOND X2

- Boot Height: 14 inches
- Leather Upper: Fire-Tuff flame retardant waterproof heavy weight
- Fusion Upper: Fusion fabric – Nomex/Kevlar and Teflon F.P.P.E.
- Strobel Lining Construction: NO liner pull-out
- Lining: Crosstech membrane with Omaha lining
- Kevlar Lining for cut protection
- Tibia Protector: form-fitting shin-guard for maximum protection
- Calf-fit system: extended calf width, maximum flexibility
- Footbed: Ortholite 3-density, multi-fit, removable footbed with TPU heel cradle for comfort, anti-oder, anti-fungal breathable and shock absorption. 3 high density, multi-fit, removable footbed inserts that allow the boot to be fitted from medium, wide and extra wide feet.
- Outsole: Proprietary Rubber comfort cup sole with comfort flex, high abrasion and traction performance. Built-in heel boot jack for easy-off.
- Steel Toe: Oblique, comfort wide toe
- Toe Cap and Heel Protection: molded rubber toe cap and heel for high abrasion and ankle support guard protection
- Protective Plate: Lenzi Puncture Protection
- Steel Shank: Double ridged steel
- Pull-on System: Integrated & reinforced pull-on system. (sewn on leather or fabric tabs or extensions are not approved)
- 3-Point Heel Lock System
- 3M Scotchlite: flame resistant and reflective for added visibility

1.9.6.1 **SIZING:** Boot shall comply with 1.9.3. Multi width boot that can accommodate medium, wide and extra-wide. The sizing should be available in 5 - 15 full sizes and half sizes 8.5 - 11.5

1.10 **CITROSQUEEZE®** - Personal Protective Equipment and Turnout Gear Cleaner. Able to remove hydrocarbons and soils from fire and chemical spills.

1.10.1 **COMPLIANCE OF STANDARDS AND REGULATIONS** – *Refer to Section 1.2*

1.10.2 **CERTIFICATIONS AND ADDITIONAL MANUFACTURER REQUIREMENTS** – *Refer to Section 1.2.2*

1.10.3 **NEW PRODUCT AVAILABILITY** – *Refer to Section 1.2.5*

1.10.4 **DISCONTINUATION OF CONTRACTED ITEM** – *Refer to Section 1.2.6*

1.10.5 **LIABILITY CONSIDERATIONS** – *Refer to Section 1.2.7*

1.10.6 **DELIVERY** – *Refer to Section 1.2.9*

1.10.7 **LABELING:** Shall be permanently attached to each container, certifying the product meets or exceeds the requirements of the latest NFPA standards. Label shall be durable and include:

1.10.8 **COMPONENTS:** Shall be Biodegradable and environmentally safe

1.10.9 **QUANTITY:** Shall be available in five (5) gallon containers

If NOT Compliant, please be specific about what area is not in compliance and thoroughly explain the differences in a separate letter/memo as to why you chose to take an exception. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Any pictures/digitals photos would also be preferred to show any of the exceptions.

COMPLIANCE CHECK SHEET

		Check Response
1.2	**COMPLIANCE OF STANDARDS & REGULATIONS**	
1.2.1	NFPA CERTIFICATION/TRAINING	Yes ☐ No ☐
1.2.2	CERTIFICATIONS/ADDITIONAL MANUFACTURER REQUIREMENTS	Yes ☐ No ☐
1.2.3	SAMPLES	Yes ☐ No ☐
1.2.4	RESEARCH & DEVELOPMENT	Yes ☐ No ☐
1.2.5	NEW PRODUCT AVAILABILITY	Yes ☐ No ☐
1.2.6	DISCONTINUATION OF CONTRACTED ITEM	Yes ☐ No ☐
1.2.7	LIABILITY CONSIDERATIONS	Yes ☐ No ☐
1.2.8	WARRANTY	Yes ☐ No ☐
1.2.9	DELIVERY	Yes ☐ No ☐
1.2.10	USER INFORMATION GUIDE	Yes ☐ No ☐
1.2.11	CLEANING INSTRUCTIONS	Yes ☐ No ☐
1.2.12	TRACEABILITY	Yes ☐ No ☐
1.2.13	LABELING	Yes ☐ No ☐
1.2.14	QUALITY	Yes ☐ No ☐
1.2.15	WORKMANSHIP	Yes ☐ No ☐
1.2.16	REPAIR & REPLACEMENT PARTS	Yes ☐ No ☐
1.2.17	BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL & SAFETY	Yes ☐ No ☐
1.3	**STRUCTURAL FIREFIGHTING HELMET –CONSTRUCTION REQUIREMENTS**	
1.3.2	OUTERSHELL	Yes ☐ No ☐
1.3.3	SUSPENSION SYSTEM	Yes ☐ No ☐
1.3.4	BRIM EDGE TRIM	Yes ☐ No ☐
1.3.5	HELMET HARDWARE AND THREAD REQUIREMENTS	Yes ☐ No ☐
1.3.6	HELMET HANGER LOOP AND BRACKET	Yes ☐ No ☐
1.3.7	FACE SHIELD MOUNTING BRACKETS	Yes ☐ No ☐
1.3.8	INTERNAL PROTECTION SYSTEM	Yes ☐ No ☐
1.3.9	SUSPENSION HEADBAND AND RETENTIONS SYSTEMS	Yes ☐ No ☐
1.3.10	EYE PROTECTION MOUNTING SYSTEM	Yes ☐ No ☐
1.3.11	REFLECTIVE TRIM	Yes ☐ No ☐

	COMPLIANCE CHECK SHEET	Check Response
1.3.12	EAR COVERS/FLAPS	Yes ☐ No ☐
1.3.13	WINTER LINER	Yes ☐ No ☐
1.3.14	CHINSTRAP	Yes ☐ No ☐
1.3.15	WARRANTY	Yes ☐ No ☐
1.4	TURNOUT GARMENT/COAT & PANT - CONSTRUCTION REQUIREMENTS	
1.4.2	ADDITIONAL LABELING	Yes ☐ No ☐
1.4.3	THREAD	Yes ☐ No ☐
1.4.4	STITCH METHODS	Yes ☐ No ☐
1.4.5	MATERIALS FOR COAT & PANTS	Yes ☐ No ☐
1.4.6	OUTER SHELL MATERIAL	Yes ☐ No ☐
1.4.7	MOISTURE BARRIER MATERIAL	Yes ☐ No ☐
1.4.8	BREATHABILITY REQUIREMENTS	Yes ☐ No ☐
1.4.9	THERMAL LINER	Yes ☐ No ☐
1.4.10	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☐ No ☐
1.4.11	REINFORCEMENT MATERIALS	Yes ☐ No ☐
	1.4.11.1 CUFF REINFORCEMENT	Yes ☐ No ☐
	1.4.11.2 SEAM ABRAISION SHIELD	Yes ☐ No ☐
	1.4.11.3 POCKET REINFORCEMENT	Yes ☐ No ☐
	1.4.11.4 ELBOW REINFORCEMENT	Yes ☐ No ☐
1.4.12	REFLECTIVE TRIM	Yes ☐ No ☐
1.5	COAT - CONSTRUCTION REQUIREMENTS	
1.5.2	PATTERNING REQUIREMENTS COAT	Yes ☐ No ☐
1.5.3	THERMAL REINFORCED YOKE	Yes ☐ No ☐
1.5.4	SHELL YOKE REINFORCEMENT	Yes ☐ No ☐
1.5.5	INSPECTION PORT	Yes ☐ No ☐
1.5.6	COAT RISE	Yes ☐ No ☐
1.5.7	HANG UP LOOP	Yes ☐ No ☐
1.5.8	SIZING	Yes ☐ No ☐
1.5.9	COAT LENGTH	Yes ☐ No ☐
1.5.10	LABEL LINER POCKET	Yes ☐ No ☐
1.5.11	SLEEVES	Yes ☐ No ☐
1.5.12	BELLOWS UNDERARMS	Yes ☐ No ☐
1.5.13	WRISTLET EXTERNAL	Yes ☐ No ☐
1.5.14	WATERWELL & INTERNAL WRISTLET	Yes ☐ No ☐

	COMPLIANCE INFORMATION	Check Response
1.5.15	COLLAR	Yes ☐ No ☐
1.5.16	SHOULDER CAPS	Yes ☐ No ☐
1.5.17	LINER & DESIGN ATTACHMENT	Yes ☐ No ☐
1.5.18	DRAG RESCUE DEVICE	Yes ☐ No ☐
1.5.19	STORM SHIELD/CLOSURE SYSTEM	Yes ☐ No ☐
1.5.20	POCKETS	Yes ☐ No ☐
1.5.21	REFLECTIVE TRIM	Yes ☐ No ☐
1.5.22	AMERICAN FLAG	Yes ☐ No ☐
1.5.23	MICROPHONE TAB	Yes ☐ No ☐
1.5.24	FLASHLIGHT STRAP	Yes ☐ No ☐
1.5.25	GLOVE HOLDER	Yes ☐ No ☐
1.5.26	SNAP HOLDER	Yes ☐ No ☐
1.5.27	REMOVABLE ACCOUNTABILITY PANEL	Yes ☐ No ☐
1.6	PANT - CONSTRUCTION REQUIREMENTS	
1.6.2	PATTERNING & DESIGN	Yes ☐ No ☐
1.6.3	MOISTURE BARRIER/THERMAL LINER CONSTRUCTION	Yes ☐ No ☐
1.6.4	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☐ No ☐
1.6.5	INSPECTION PORT	Yes ☐ No ☐
1.6.6	SIZING	Yes ☐ No ☐
1.6.7	KNEE PADDING/THERMAL LAYERING	Yes ☐ No ☐
1.6.8	FLY CONSTRUCTION	Yes ☐ No ☐
1.6.9	BOOT CUT	Yes ☐ No ☐
1.6.10	REFLECTIVE TRIM	Yes ☐ No ☐
1.6.11	SUSPENDERS	Yes ☐ No ☐
1.6.12	BELT AND HARNESS	Yes ☐ No ☐
1.6.13	POCKETS	Yes ☐ No ☐
1.6.14	TAKE UP STRAPS	Yes ☐ No ☐
1.7	STRUCTURAL FIREFIGHTING GLOVES – CONSTRUCTION REQUIREMENTS	
1.7.2	OUTERSHELL	Yes ☐ No ☐
1.7.3	THERMAL LINER	Yes ☐ No ☐
1.7.4	PROTECTIVE BARRIER	Yes ☐ No ☐
1.7.5	WRIST PULL	Yes ☐ No ☐
1.7.6	HANGER LOOP	Yes ☐ No ☐
1.7.7	THREAD	Yes ☐ No ☐
1.7.8	SIZING	Yes ☐ No ☐

	COMPLIANCE INFORMATION	Check Response
1.8	**STRUCTURAL FIREFIGHTING HOODS – CONSTRUCTION REQUIREMENTS**	
1.8.2	**MATERIAL SPECIFICATIONS**	**Yes ☐ No ☐**
1.8.3	**FABRIC PERFORMANCE VALUES**	**Yes ☐ No ☐**
1.8.4	**THERMAL PROTECTIVE PERFORMANCE**	**Yes ☐ No ☐**
1.8.5	**OVERALL LENGTH**	**Yes ☐ No ☐**
1.8.6	**FACE OPENING**	**Yes ☐ No ☐**
1.8.7	**BINDING**	**Yes ☐ No ☐**
1.8.8	**SEAMS**	**Yes ☐ No ☐**
1.9	**STRUCTURAL FIREFIGHTING BOOTS – CONSTRUCTION REQUIREMENTS**	
1.9.2	**ADDITIONAL CERTIFICATION**	**Yes ☐ No ☐**
1.9.3	**SIZING**	**Yes ☐ No ☐**
1.9.4	**BOOT SPEC #1 MFG/MODEL: HONEYWELL BT5007**	**Yes ☐ No ☐**
	1.9.4.1 SIZING	**Yes ☐ No ☐**
1.9.5	**BOOT SPEC #2 MFG/MODEL: GLOBE SHADOW™**	**Yes ☐ No ☐**
	1.9.5.1 SIZING	**Yes ☐ No ☐**
1.9.6	**BOOT SPEC #3 MFG/MODEL: BLACK DIAMOND X2**	**Yes ☐ No ☐**
	1.9.6.1 SIZING	**Yes ☐ No ☐**
1.10	**CITROSQUEEZE®**	
1.10.7	**LABELING**	**Yes ☐ No ☐**
1.10.8	**COMPONENTS**	**Yes ☐ No ☐**
1.10.9	**QUANTITY**	**Yes ☐ No ☐**

2.0 SPECIAL INSTRUCTIONS

2.1 **RETURN OF BID One (1) original hard copy.** The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 **PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 **BIDDER SHEET**, Section 4.0
2.2.2 **PRICE SHEET**, Section 5.0
2.2.3 **COMPLIANCE CHECK SHEET**, pgs. 22-25
2.2.4 **ADDENDUM**, Return all addenda (if applicable).
2.2.5 **CATALOG OR PRICE LIST** (if available)

2.3 **EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.4 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.5 **BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

2.6 **ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. **The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.**

2.7 **PROPRIETARY INFORMATION**

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.

2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

2.12 **EVALUATION CRITERIA** Invitation for Bids are awarded to the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.13 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.14 **EVALUATION LITERATURE**

Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.

2.15 **COMPLIANCE INFORMATION:** The compliance information requested in Section One, Specifications, is for evaluation of the materials or equipment to be supplied. Bidders must check the appropriate response. A "yes" reply shall indicate the item will be supplied as specified. A "no" reply shall indicate the item will not be supplied as specified. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Product brochures and literature suitable for evaluation must also be submitted. Any pictures/digitals photos would also be preferred to show any of the exceptions. For evaluation, the City will assume that any line left blank and not completed will not be furnished as specified.

2.16 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.17 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on

behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

2.18 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm for information and instructions on how to file a protest with the City of Glendale.

2.19 **CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 **PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law. If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF

3.4 **NON-EXCLUSIVE CONTRACT:** The resultant contract is non-exclusive and is for the sole convenience of the City. The City reserves the right to obtain similar goods and services from alternative sources if needed.

3.5 **AWARD BY LINE ITEM/GROUP:** The award will be made by line item with the exception of lines 5.1.2 and 5.1.3 Turnout Coats and Pants must be bid together and they will be awarded as one group otherwise an offeror does not have to bid on all of the line items to submit a bid.

3.6 **PRICE & PRICE ADJUSTMENTS** All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

3.7 **DELIVERY** All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.

3.8 **DELIVERY TIME** All deliveries shall be made within City of Glendale warehouse hours, 6:30 am – 2:30 pm, Monday through Friday, excluding City holidays. All deliveries shall be made within the specified timeframe according to Sections.

3.9 **TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.

3.10 **OPTION TO EXTEND** The City, may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.11 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.

3.12 **INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

Type of Insurance (Minimum)	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	$1,000,000

Personal and Advertising	$1,000,000
General Aggregate	$2,000,000
Products-Completed Operations	$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

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

3.13 INDEMNIFICATION CLAUSE:

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

3.14 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contactor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.15 WARRANTIES Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

3.16 NON-DISCRIMINATION By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic

characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to by bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.17 **COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

3.18 **EMERGENCY PURCHASES** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

3.19 **RESPONSIBILITY FOR CORRECTION** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.

3.20 **PERFORMANCE INTERFERENCE** Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.
Department Contact: Wayne Smith
Phone: 602.930.4411

3.21 **CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

4.0 CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-31

TITLE: FIREFIGHTER TURNOUT GEAR

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. **You are required to sign three (3) copies of this Acceptance form and return with this Bid**. Failure to furnish signed copies of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: _____ Contractor Signature: _____

Company Address: _____ Printed Name and Title: _____

_____ Telephone No. _____

Company Federal I.D:_____ Arizona Sales Tax No._____

Email Address: _____

ACCCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: **ATTEST:** _____

Printed Name and Title: **City Clerk** (SEAL)

_____ **APPROVED AS TO FORM:**

Kevin R. Phelps City Manager

_____

Date: _____ **City Attorney**

5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 FIREFIGHTER TURNOUT GEAR

Item No.	Estimated Quantities (A)	Unit	Description	Unit Price (B)	Extended Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: _____	$_____	$_____
5.1.2	150	Each	TURNOUT COATS Mfg/Model: _____	$_____	$_____
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: _____	$_____	$_____
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: _____	$_____	$_____
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: _____	$_____	$_____
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007	$_____	$_____
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™	$_____	$_____
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$_____	$_____
5.1.9	125	5 Gallons	TURNOUT SOAP/CITROSQUEEZE	$_____	$_____
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		$_____

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax Rate: _____%

5.3 DELIVERY Bidder states that all orders shall be delivered per Section 1.2.9 after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

☐ YES, I will accept payment under this contract with the Procurement Card.

☐ NO, I will not accept payment under this contract with the Procurement Card.

Company Name:_____

BID TABULATION

5.1 FIREFIGHTER TURNOUT GEAR

				FDC RESCUE PRODUCTS	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: _____		NO BID
5.1.2	150	Each	TURNOUT COATS Mfg/Model: _____		NO BID
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: _____		NO BID
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: _____		NO BID
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: _Majestic PAC II 23"_	$ 36.68	$ 29,344.00
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007		NO BID
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™		NO BID
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$ 284.00	$ 28,400.00
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE		NO BID
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 57,744.00**

				L.N. CURTIS & SONS	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: Bullard FX	**Non-compliant product**	
5.1.2	150	Each	TURNOUT COATS Mfg/Model: _____		NO BID
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: _____		NO BID
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: Shelby 5280(G)	$ 69.50	$ 13,900.00
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: PGI 3049298	**Non-compliant product**	
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007	$ 384.50	$ 38,450.00
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™	$ 355.10	$ 35,510.00
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2		NO BID
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE	$ 110.00	$ 13,750.00
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 101,610.00**

BID TABULATION

5.1 FIREFIGHTER TURNOUT GEAR

				UNITED FIRE EQUIPMENT	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: Cairns 660C FD* - Color	Non-compliant product	
5.1.2	150	Each	TURNOUT COATS Mfg/Model: Lion/Super Deluxe CSTM	$ 1,381.34	$ 207,201.00
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: Lion/V-Force PVFM/F	$ 940.16	$ 141,024.00
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: Lion Ace Commander LPG928BK	$ 72.50	$ 14,500.00
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: Majestic/C6 PAC III-23	$ 43.50	$ 34,800.00
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007		NO BID
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™		NO BID
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2		NO BID
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE	$ 128.00	$ 16,000.00
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 413,525.00**
			UNITED FIRE - TOTAL AWARD		**$ 348,225.00**

				WESTERN STATES FIRE	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model:		NO BID
5.1.2	150	Each	TURNOUT COATS Mfg/Model:		NO BID
5.1.3	150	Each	TURNOUT PANTS Mfg/Model:		NO BID
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model:		NO BID
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model:		NO BID
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007		NO BID
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™		NO BID
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$ 288.00	$ 28,800.00
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE		NO BID
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 28,800.00**

Legislation Description

File #: 16-180, **Version:** 1

AWARD OF BID 16-31, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE FIREFIGHTER TURNOUT GEAR FROM UNITED FIRE EQUIPMENT COMPANY
Staff Contact: Terry Garrison, Fire Chief

Purpose and Recommended Action

This is a request for City Council to award bid IFB 16-31 and authorize the City Manager to enter into an agreement with United Fire Equipment Company in an amount not to exceed $380,000 for the initial award for the purchase of turnout gear. This request also authorizes the City Manager to extend the award, at his sole discretion, for an additional four years in one-year increments with price adjustments in accordance with IFB 16-31 in an amount not to exceed $2,100,000 over the full term of the agreement.

Background

The city's Materials Management division issued an Invitation for Bid (IFB) on February 11, 2016, for supply of turnout gear. One bid was received in response to IFB 16-31 for turnout coats and turnout pants. The offer submitted by United Fire Equipment Co. was reviewed and determined to be responsive.

The award shall begin on May 1, 2016 and continue for one (1) year. The bid contains an option that will permit the city to extend the bid for an additional four (4) years in one-year increments. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

Analysis

In conjunction with the Materials Management division, Fire Staff reviewed the amounts quoted for all items. After adding the projected sales tax rates and a 10% contingency, we rounded the total amounts for the annual purchase and for the total of the contract.

Previous Related Council Action

On February 22, 2011, council awarded IFB 11-25 for firefighter turnout gear to Municipal Emergency Services, Inc.

On February 28, 2006, council awarded IFB 05-39 for firefighter turnout gear to Total Fire Group.

Community Benefit/Public Involvement

The Glendale Fire Department provides essential emergency services throughout the community. Purchase of the turnout gear will continue to provide firefighters the protective equipment needed to ensure the safety of the firefighters and the continued safety and services to the community.

Budget and Financial Impacts

Funding for this item is available in the Fire Department's Turnout Gear budget. As in previous years, the fire department will also continue to apply for grant funding to purchase the second set of gear for our firefighters. The second set of turnouts is also included in the future years of the Capital Improvement Plan. Our budget will be spent between the three turnout vendors. See council reports for FDC Rescue Products and L.N. Curtis & Sons.

Cost	Fund-Department-Account
$196,051	1000-12433-512600 - Personal Protective Gear - Turnouts
$650,000	Capital Improvement Plan

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

powered by Legistar™

UNITED FIRE
Life Safety is Serious Work®

March 1, 2016

City of Glendale
Materials Management
5850 West Glendale Ave.
Glendale, AZ 85301

Re: IFB 16-31 Firefighter Turnout Gear

We are pleased to submit our bid for Firefighter Turnout Gear for the City of Glendale Fire Department. United Fire is a family owned business that has been operating in Arizona since 1968. Our main office is located at 335 North 4th Ave, Tucson, AZ 85705. Our second office is located at 125 West Gemini, Suite E-7, Tempe, AZ 85283 (phone number 480-591-5780) which will be the office that would be handling your account We have taken ***NO EXCEPTIONS*** to the Turnout Coat, Pants, and Hood Specifications. We have submitted a ***NO BID*** in regards to the Boots as they are Proprietary to certain vendors, however we would like to submit the Boots that we represent for evaluation when the Fire Department feels it is appropriate to do another evaluation allowing us to participate. As the Helmets and Gloves are also proprietary to other vender we have submitted an alternative bids. Cairns 660C Style Helmets meet or exceed your specifications. We have provided literature, approvals, NFPA 1851 Tracking Information, and Warranty (10-Year). Additionally we have submitted a bid for a Glove manufactured by Lion that meets or exceeds your specifications. We would be more than willing to submit samples for evaluation in regards to the Helmets and Gloves.

If you have any questions please feel free to contact either myself or Tanya Rush our Tempe Branch Manager (TanyaR@ufec.com)

Sincerely,

Paul Fraser
Product Manager
United Fire Equipment Company
125 West Gemini, Suite E-7
Tempe, AZ 85283
Cell: 480-276-7925
Email: PaulF@ufec.com

GLENDALE	**SOLICITATION NUMBER: IFB 16-31** **FIREFIGHTER TURNOUT GEAR**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

4.0 CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-31

TITLE: FIREFIGHTER TURNOUT GEAR

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. **You are required to sign three (3) copies of this Acceptance form and return with this Bid.** Failure to furnish signed copies of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: United Fire Equip. Company Contractor Signature: Paul Fraser

Company Address: 335 North 4th Avenue Printed Name and Title: Paul Fraser/Product Manager

Tucson, AZ 85705 Telephone No. (Cell): 480-276-7925

Company Federal I.D: 86-0354-767 Arizona Sales Tax No. 10-069769B

Email Address: PaulF@ufec.com

ACCCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: **ATTEST:** _____

Printed Name and Title: **City Clerk** (SEAL)

_____ **APPROVED AS TO FORM:**

Kevin R. Phelps City Manager

_____

Date: _____ **City Attorney**

5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 FIREFIGHTER TURNOUT GEAR

Item No.	Estimated Quantities (A)	Unit	Description	Unit Price (B)	Extended Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: Cairns 660C FD* * - Color	$ 239.95	$ 35,992.50
5.1.2	150	Each	TURNOUT COATS Mfg/Model: Lion/Super Deluxe CSTM	$ 1,381.34	$ 207,201.00
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: Lion/V-Force PVFM/F	$ 940.16	$ 141,024.00
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: Lion Ace Commander LPG928BK	$ 72.50	$ 14,500.00
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: Majestic/C6 PAC III-23	$ 43.50	$ 34,800.00
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007	$	$ NO BID
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™	$	$ NO BID
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$	$ NO BID
5.1.9	125	5 Gallons	TURNOUT SOAP/CITROSQUEEZE	$ 128.00	$ 16,000.00
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		$ 449,517.50

5.2 **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax Rate: 8.1 %

5.3 **DELIVERY** Bidder states that all orders shall be delivered per Section 1.2.9 after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

☒ YES, I will accept payment under this contract with the Procurement Card.

☐ NO, I will not accept payment under this contract with the Procurement Card.

Company Name: UNITED FIRE EQUIPMENT COMPANY

If NOT Compliant, please be specific about what area is not in compliance and thoroughly explain the differences in a separate letter/memo as to why you chose to take an exception. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Any pictures/digitals photos would also be preferred to show any of the exceptions.

COMPLIANCE CHECK SHEET

		Check Response
1.2	**COMPLIANCE OF STANDARDS & REGULATIONS**	
1.2.1	NFPA CERTIFICATION/TRAINING	Yes ☒ No ☐
1.2.2	CERTIFICATIONS/ADDITIONAL MANUFACTURER REQUIREMENTS	Yes ☒ No ☐
1.2.3	SAMPLES	Yes ☒ No ☐
1.2.4	RESEARCH & DEVELOPMENT	Yes ☒ No ☐
1.2.5	NEW PRODUCT AVAILABILITY	Yes ☒ No ☐
1.2.6	DISCONTINUATION OF CONTRACTED ITEM	Yes ☒ No ☐
1.2.7	LIABILITY CONSIDERATIONS	Yes ☒ No ☐
1.2.8	WARRANTY	Yes ☒ No ☐
1.2.9	DELIVERY	Yes ☒ No ☐
1.2.10	USER INFORMATION GUIDE	Yes ☒ No ☐
1.2.11	CLEANING INSTRUCTIONS	Yes ☒ No ☐
1.2.12	TRACEABILITY	Yes ☒ No ☐
1.2.13	LABELING	Yes ☒ No ☐
1.2.14	QUALITY	Yes ☒ No ☐
1.2.15	WORKMANSHIP	Yes ☒ No ☐
1.2.16	REPAIR & REPLACEMENT PARTS	Yes ☒ No ☐
1.2.17	BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL & SAFETY	Yes ☒ No ☐
1.3	**STRUCTURAL FIREFIGHTING HELMET –CONSTRUCTION REQUIREMENTS**	
	SEE ATTACHED PROPOSAL & SPECIFICATIONS	
1.3.2	OUTERSHELL	Yes ☐ No ☒
1.3.3	SUSPENSION SYSTEM	Yes ☐ No ☒
1.3.4	BRIM EDGE TRIM	Yes ☒ No ☐
1.3.5	HELMET HARDWARE AND THREAD REQUIREMENTS	Yes ☒ No ☐
1.3.6	HELMET HANGER LOOP AND BRACKET	Yes ☐ No ☒
1.3.7	FACE SHIELD MOUNTING BRACKETS	Yes ☒ No ☐
1.3.8	INTERNAL PROTECTION SYSTEM	Yes ☐ No ☒
1.3.9	SUSPENSION HEADBAND AND RETENTIONS SYSTEMS	Yes ☐ No ☒
1.3.10	EYE PROTECTION MOUNTING SYSTEM	Yes ☒ No ☐
1.3.11	REFLECTIVE TRIM	Yes ☒ No ☐

	COMPLIANCE CHECK SHEET	Check Response
1.3.12	EAR COVERS/FLAPS	Yes ☐ No ☒
1.3.13	WINTER LINER	Yes ☒ No ☐
1.3.14	CHINSTRAP	Yes ☒ No ☐
1.3.15	WARRANTY	Yes ☒ No ☐
1.4	TURNOUT GARMENT/COAT & PANT - CONSTRUCTION REQUIREMENTS	
1.4.2	ADDITIONAL LABELING	Yes ☒ No ☐
1.4.3	THREAD	Yes ☒ No ☐
1.4.4	STITCH METHODS	Yes ☒ No ☐
1.4.5	MATERIALS FOR COAT & PANTS	Yes ☒ No ☐
1.4.6	OUTER SHELL MATERIAL	Yes ☒ No ☐
1.4.7	MOISTURE BARRIER MATERIAL	Yes ☒ No ☐
1.4.8	BREATHABILITY REQUIREMENTS	Yes ☒ No ☐
1.4.9	THERMAL LINER	Yes ☒ No ☐
1.4.10	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☒ No ☐
1.4.11	REINFORCEMENT MATERIALS	Yes ☒ No ☐
	1.4.11.1 CUFF REINFORCEMENT	Yes ☒ No ☐
	1.4.11.2 SEAM ABRAISION SHIELD	Yes ☒ No ☐
	1.4.11.3 POCKET REINFORCEMENT	Yes ☒ No ☐
	1.4.11.4 ELBOW REINFORCEMENT	Yes ☒ No ☐
1.4.12	REFLECTIVE TRIM	Yes ☒ No ☐
1.5	COAT - CONSTRUCTION REQUIREMENTS	
1.5.2	PATTERNING REQUIREMENTS COAT	Yes ☒ No ☐
1.5.3	THERMAL REINFORCED YOKE	Yes ☒ No ☐
1.5.4	SHELL YOKE REINFORCEMENT	Yes ☒ No ☐
1.5.5	INSPECTION PORT	Yes ☒ No ☐
1.5.6	COAT RISE	Yes ☒ No ☐
1.5.7	HANG UP LOOP	Yes ☒ No ☐
1.5.8	SIZING	Yes ☒ No ☐
1.5.9	COAT LENGTH	Yes ☒ No ☐
1.5.10	LABEL LINER POCKET	Yes ☒ No ☐
1.5.11	SLEEVES	Yes ☒ No ☐
1.5.12	BELLOWS UNDERARMS	Yes ☒ No ☐
1.5.13	WRISTLET EXTERNAL	Yes ☒ No ☐
1.5.14	WATERWELL & INTERNAL WRISTLET	Yes ☒ No ☐

	COMPLIANCE INFORMATION	Check Response
1.5.15	COLLAR	Yes ☒ No ☐
1.5.16	SHOULDER CAPS	Yes ☒ No ☐
1.5.17	LINER & DESIGN ATTACHMENT	Yes ☒ No ☐
1.5.18	DRAG RESCUE DEVICE	Yes ☒ No ☐
1.5.19	STORM SHIELD/CLOSURE SYSTEM	Yes ☒ No ☐
1.5.20	POCKETS	Yes ☒ No ☐
1.5.21	REFLECTIVE TRIM	Yes ☒ No ☐
1.5.22	AMERICAN FLAG	Yes ☒ No ☐
1.5.23	MICROPHONE TAB	Yes ☒ No ☐
1.5.24	FLASHLIGHT STRAP	Yes ☒ No ☐
1.5.25	GLOVE HOLDER	Yes ☒ No ☐
1.5.26	SNAP HOLDER	Yes ☒ No ☐
1.5.27	REMOVABLE ACCOUNTABILITY PANEL	Yes ☒ No ☐
1.6	PANT - CONSTRUCTION REQUIREMENTS	
1.6.2	PATTERNING & DESIGN	Yes ☒ No ☐
1.6.3	MOISTURE BARRIER/THERMAL LINER CONSTRUCTION	Yes ☒ No ☐
1.6.4	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☒ No ☐
1.6.5	INSPECTION PORT	Yes ☒ No ☐
1.6.6	SIZING	Yes ☒ No ☐
1.6.7	KNEE PADDING/THERMAL LAYERING	Yes ☒ No ☐
1.6.8	FLY CONSTRUCTION	Yes ☒ No ☐
1.6.9	BOOT CUT	Yes ☒ No ☐
1.6.10	REFLECTIVE TRIM	Yes ☒ No ☐
1.6.11	SUSPENDERS	Yes ☒ No ☐
1.6.12	BELT AND HARNESS	Yes ☒ No ☐
1.6.13	POCKETS	Yes ☒ No ☐
1.6.14	TAKE UP STRAPS	Yes ☒ No ☐
1.7	STRUCTURAL FIREFIGHTING GLOVES – CONSTRUCTION REQUIREMENTS	
1.7.2	OUTERSHELL Submitting Lion Ace Commander	Yes ☐ No ☒
1.7.3	THERMAL LINER #LPG928BK	Yes ☒ No ☐
1.7.4	PROTECTIVE BARRIER	Yes ☒ No ☐
1.7.5	WRIST PULL	Yes ☒ No ☐
1.7.6	HANGER LOOP	Yes ☒ No ☐
1.7.7	THREAD	Yes ☒ No ☐
1.7.8	SIZING	Yes ☒ No ☐

	COMPLIANCE INFORMATION	Check Response
1.8	**STRUCTURAL FIREFIGHTING HOODS – CONSTRUCTION REQUIREMENTS**	
1.8.2	MATERIAL SPECIFICATIONS	Yes ☒ No ☐
1.8.3	FABRIC PERFORMANCE VALUES	Yes ☒ No ☐
1.8.4	THERMAL PROTECTIVE PERFORMANCE	Yes ☒ No ☐
1.8.5	OVERALL LENGTH	Yes ☒ No ☐
1.8.6	FACE OPENING	Yes ☒ No ☐
1.8.7	BINDING	Yes ☒ No ☐
1.8.8	SEAMS	Yes ☒ No ☐
1.9	**STRUCTURAL FIREFIGHTING BOOTS – CONSTRUCTION REQUIREMENTS**	
1.9.2	ADDITIONAL CERTIFICATION	Yes ☐ No ☐
1.9.3	SIZING	Yes ☐ No ☐
1.9.4	BOOT SPEC #1 MFG/MODEL: HONEYWELL BT5007	Yes ☐ No ☐
	1.9.4.1 SIZING	Yes ☐ No ☐
1.9.5	BOOT SPEC #2 MFG/MODEL: GLOBE SHADOW™	Yes ☐ No ☐
	1.9.5.1 SIZING	Yes ☐ No ☐
1.9.6	BOOT SPEC #3 MFG/MODEL: BLACK DIAMOND X2	Yes ☐ No ☐
	1.9.6.1 SIZING	Yes ☐ No ☐
1.10	**CITROSQUEEZE®**	
1.10.7	LABELING	Yes ☒ No ☐
1.10.8	COMPONENTS	Yes ☒ No ☐
1.10.9	QUANTITY	Yes ☒ No ☐

LION
ready for action

7200 Poe Ave, Suite 400
Dayton, OH. 45414

Phn 800-421-2926
Fax 877-803-1032

ON BEHALF:

United Fire Equipment Company

FOR:

Glendale Fire Dept.

PSGQ13271

Description	MFGR Part #

Custom Turnout Coat - 2015

Coat Model / Design — **Super-Deluxe™ Coat**

LION® Turnout Super-Deluxe™, Traditional Coat with Freedom design. Fully featured coat with Bi-swing Back for forward mobility.

Coat Model / Design — **CSTM-32**

32" Male Super Deluxe™ Coat

Coat Liner & Moisture Barrier — **C7 - Vented**

Vented Liner, Glide™ face cloth quilted to AraFlo®Dri -1.5 oz, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane, 3.0 oz NOMEX® woven face cloth.

Coat Inner Yoke Reinforcement — **LYR229**

C Liner: 1 layer Semper Dri® (RM1377059) 1 layer RM1376-103 front and back yokes sewn to coat thermal liners. - Super Deluxe & Liberty Coats

Coat Water Well - Ever-Dri — **CLW207**

(Std) Water Well: Chambray DWR 2 layer AraFlo® NOMEX®/Kevlar® spunlace quilt/pajama check crosstech waterwell with 3/4" loop, male snap, sew to coat liner sleeves.

Coat Wristlets — **CLW753**

(Std) 8" isodri® over the hand- KEVLAR® / NOMEX® / Spandex® construction

Coat Outer Shell Material — **PBI® Max Natural**

PBI® Max, 7.0 oz.

Fabric Color — **Natural**

NATURAL Color Outer Shell

Reflective Trim — **CT404PTY**

3" ProjectFires Yellow Ventilated Triple Trim

Drag Rescue Device — **BHS031**

DRD: Firefighter Recovery Harness with 2" welt and 6x3.25" flap with rounded corners. 1 piece 1.5x2" loop for harness storage. 1 piece 1x4.5" loop on shell for flap closure, 1 piece 1x4.5" hook on flap. 1 piece 1.5x2" hook on harness. 1 piece 2x2" loop inside shell above chest trim for harness strap, 1 piece .75x4.5" hook&loop on harness strap with 2.25x2.75" arashield, 1 pair 1x3.5" self-fabric strap with 1x2" hook and

loop. The loop handle shall have a silver retro-reflective LION logo patch.

Reflective Trim — CTB35PT3R

3" Red Ventilated reflective trim, set horizontal across 6x3.25" flap of firefighter recovery harness, 4 rows lockstitch.

Coat Collar — CR237

(Std) 3" split self fabric collar with CROSSTECH® PJ lined. 2 pieces 1x3" hook on each end inside and two pieces 1" hook set 1/2" from center along top edge for liner attachment. 1.5x4" hook&loop for front closure.

Collar Flashing — CLF221

(Std) 3" Self fabric, PJ CROSSTECH lined split collar with 2 pieces 1x3" loop on moisture barrier, 2 pieces 1" loop set 1/2" from center along top edge for attachment to shell. Use with CR236 & CR237

Liner Inspection System — CLO210

(Std) Coat liner inspection system located at center left front of liner, with 1x9" loop. For regular coats.

MISC. Fasteners — MF030

(Std) 1x9" hook sewn to left front shell for the Coat Liner Inspection System

Coat Cuff Reinforcement — CC702-BLK

Black Polymer coated aramid cuff reinforcements

Coat Elbow Reinforcement — BE26-BLK

Black Polymer w/Lite-N-Dri™ cushioning, Elbows Reinforcement

Coat Shoulder Reinforcement — SC711

Self fabric shoulder caps w/ Lite - N - Dri foam padding

Coat Closure System — SF232

Stormflap Left Side: 5" stormflap w/ 2 layer Self-fabric & GORE RT7100 PTFE, Arafil liner, hook & dee in , 2" hook & loop out (hook & (4) 701's on coat front, loop on stormflap & (4) D-Rings on SF side) the first hook & dee is to be placed 2.5" down from top of stormflap. "Chicago" Closure

Snap Attatchment — SAC702

Snap attachment coat-3 female nonlogo snaps & 3 male snaps between hidden hook and dees.

Coat Pockets

Turn-Out Pockets — FBP1057

(2) 8x8x2" full bellow hanging pocket with KEVLAR® twill fully lined all four sides. BLACK PCA 4" up all 4 sides on outside of pocket. 3 pieces 2x2" loop on pocket, 3 pieces 2x4" hook on flap, bottom of pocket to hang 3" below hem

Note: Hanging pockets are not to be used on coats that are longer than 32" in length.

Use FBP1056 for 35" coats

Item Location for Above

LEFT & RIGHT FRONT BOTTOM

Turn-Out Pockets RP851

3.5x6.5x2" Radio Pocket with polycotton full lined 3 sides inside pocket. 2x2" mesh opening below the loop on the pocket. 4.5x8" flap with mitered corners & 2 antenna notches. Set flap 1" above pocket. 1 piece 1x3" hook & 1 female logo snap on flap. 1 piece 1x3" loop & 1 male snap on pocket,

Item Location for Above

LEFT CHEST - ANGLED AT 1:00 O'CLOCK, BOTTOM LEFT CORNER OF PKT; JUST ABOVE CHEST TRIM

Flashlight Strap FLS577

1x12" self fabric radio strap with 1 piece 1x5" hook on one end & 1 piece 1x5" loop on opposite end, strap X-stitched to shell, 2 tacks.

Item Location for Above

CENTER ON SF; 1/2" BELOW BOTTOM OF MT503

Flashlight Strap FLS579

2x12" self fabric glove holder X-stitch in center. 1 piece 2x2" loop on one end. 1 piece 2x2" hook on the opposite. It will form a circle when closed.

Item Location for Above

RIGHT FRONT COAT - CLOSE TO SF & 2" ABOVE FLS510. PLACE VERTICALLY LOOP TO PULL DOWN FROM HOOK

Flashlight Strap FLS510

1x2" 2 layer self fabric 703 flashlite snap holder with 2 bartacks

Item Location for Above

RIGHT FRONT COAT- JUST ABOVE HEM TRIM; BETWEEN POCKET & STORMFLAP

Emblem EM5

2x3" American Flag Emblem (Stars on upper right corner)

Item Location for Above

RIGHT SLEEVE

Lettering Patches LP34

5x18" contoured 2 layer self fabric one line letter patch to be attached to hem of coat.

BLACK FUSION

Lettering Patch Attachment LPV13

(For LP34): There shall be 1.5x18" hook sewn to top edge of 5x18" patch and 1.5x18" loop sewn with while thread through the trim to coat back inside at hem.

Letter Patch Attachment LPS10

2 Male snaps to letter patch (1 set 6" left of center, 1 set 6" right of center) & 2 female snaps on coat shell for Hanging letter patch attachment.

Sewn On Lettering LTSL3YNS

Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) 6 - 12

Alpha Numeric Name Characters

LTSL2YNS - 2" letters will be used for longer names

Lettering

Lettering shall be FF NAME

1st Intial & Last Name

Location for Lettering

ON ABOVE PATCH

Mic Tab — MT503

(3) 1x3" triple layer self fabric mic tab bartacked each end.

Item Location for Above

1) 2" BELOW TOP OF SF & CENTER ON SF
2) LEFT & RIGHT SIDE; ALIGN WITH TOP OF SF & 1/2" OVER FROM SF

Coat Inner Yoke Reinforcement — YR118

11" Chambray 2 layer treated AraFlo® yoke sewn completely across pleated back and sleeve reinforcement that is 8" in length & 12" across sleeve. - Super-Deluxe and Liberty only

Hanger Loop — HL02

(Std) 5/8" x 5 1/2" Self fabric hangerloop.

Custom Turnout Pants - 2015

Pant Model / Design — PVFM/F

V-Force® Pant w/ Belt

Pant Liner & Moisture Barrier — C7 - Traditional

Traditional Liner, Glide™ face cloth quilted to AraFlo®Dri -1.5 oz, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane, 3.0 oz NOMEX® woven face cloth.

Liner Inspection System — PLO200

(Std) Pant liner inspection system with 1x3" loop located at right side of liner waist.

MISC. Fasteners — MF018

(Std) 1x3" hook sewn to right shell front for the pant liner inspection system.

Pant Outer Shell Material — PBI® Max Natural

PBI® Max, 7.0 oz.

Fabric Color — **Natural**

NATURAL Outer Shell Material

Pant Fly Closure — **FLY233**

(Std) Sewn on pant FLY with PJ CROSSTECH®, closure thermo plastic zipper inside with 1.5" hook & loop, 3/4" hook underneath PJ crosstech for liner attachment. V-Fit

Take Up Straps — **TUP704**

1 pair 1x10" self fabric postman take-up straps, 2 bartacks, 5/8" postman slides.

PULL FORWARD

Leg Tabs — **LGT000-BLK**

(Std) 2 Black Leather leg tabs per leg with non-logo female snaps.

Pant Knee Reinforcement — **KP249**

Contoured black Super Fabric knees with 3 layers of Lite - N - Dri foam padding V-Fit

Pant Cuff Reinforcement — **PC504-BLK**

Black Poly-coated aramid pant cuffs and 3x3.5" kick shield.

Belts and Harnesses — **BHS013**

(Std) 2" wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick release mechanism.

Belts and Harnesses — **BL007**

(Std) 3 belt loops, 4" wide by 3.5" high, 2-layer self-fabric, double stitched to pant shell, bartacked all four corners

Suspenders — **SB342T=01**

42" (Regular) EZH H-Back Quick Adjust Non-Stretch Suspenders with trim w/ 2" metal loops, Black (Requires PMO210)

Suspender Tabs — **PMO210**

Four 2" wide self material suspender tabs with 1.75x3" leather reinforcement. 2 male and 2 female logo snaps, attached to waist with 2 on the front and 2 on the back. Reinforced with 2 bartacks on each tab.

Boot Cut — **PMO542**

"Boot cut" pant legs.

Turn-Out Pockets — **FBP1012**

9x10x2" Full bellow pocket with BLACK PCA up 5" on outside of pocket, fully lined in all 4 sides with KEVLAR®. Additional 2 layers of outershell fabric lined with KEVLAR® on shell inside pocket. First layer 6.5" high, second layer4.5" high, both layers stitched in 3" increments to create 6 compartments. 1pc 2x9" loop on pocket, 3 pcs 1.5x3" hook on flap.

Item Location for Above

LEFT THIGH

Turn-Out Pockets — **BDP914**

9x8x10x2" Split bellow pocket w/ KEVLAR® twill fully lined all 4 sides and BLACK PCA 4" up outside of pocket, 2 pcs. 2x2" loop on pocket & 2 pcs. 2x2" hook on flap. Inside of pocket divided in half vertically with kevlar twill attached with 3 snaps to front side of pocket & sewn to middle of back of the pocket. 3 snaps on inside top bottom right edge of pocket,

snaps on divider.

Item Location for Above

RIGHT THIGH

Reflective Trim **PTC4PT3Y**

3" Lime/Yellow Ventilated Triple Trim Reflective trim around leg bottoms-4 rows lockstitch.

Custom Turnout Coat - 2015

CERTIFICATE

This is to certify that

Lion First Responder PPE, Inc. dba LION

7200 Poe Avenue
Suite 400
Dayton, OH 45414
United States of America

with the organizational units/sites as listed in the annex

has implemented and maintains a **Quality Management System**.

Scope:
The design, manufacture and distribution of custom coats, pants, and coveralls for fire and emergency services personnel. The design, manufacture and distribution of uniforms, fire service helmets and helmet accessories for fire and emergency services personnel. The distribution with the provision of embroidery services of protective clothing, equipment and uniforms for first responder, military, civilian and government service personnel.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 9001 : 2008

Certificate registration no.	10001779 QM08
Date of original certification	1998-07-30
Date of revision	2015-02-05
Date of certification	2014-12-16
Valid until	2017-12-15

UL DQS Inc.

Ganesh Rao
Managing Director

Annex to Certificate
Registration No. 10001779 QM08

Lion First Responder PPE, Inc. dba LION

7200 Poe Avenue
Suite 400
Dayton, OH 45414
United States of America

Location	Scope
10003933 **Lion First Responder PPE, Inc. dba LION** **2000 Composite Drive** **Kettering, OH 45420** **United States of America**	The Kettering, OH off-site is responsible for the following functions: Helmet molding and assembly, receiving, packaging, shipping and training.
10003934 **Lion First Responder PPE, Inc. dba LION** **318 Dogwood Lane** **West Liberty, KY 41472** **United States of America**	The West Liberty, KY off-site is responsible for the following functions: Manufacturing, receiving, purchasing, packaging, shipping and training.
10011131 **Lion First Responder PPE, Inc. dba LION** **14090 Hwy 191** **Hazel Green, KY 41332** **United States of America**	The Hazel Green, KY off-site is responsible for the following functions: Receiving, pattern making, marker, spreading, cutting, bundling of custom coats, pants and coveralls and shipping to West Liberty, KY for sewing assembly. The receipt and inspection for resale, storage and distribution with the provision of embroidery services of protective clothing, equipment and uniforms for first responder, military, civilian and government service personnel.
10012676 **Lion First Responder PPE, Inc. dba LION** **150 W. Franklin Street** **Berlin, WI 54923** **United States of America**	The Design and Manufacture of Emergency Services Gloves.

This annex (edition: 2015-02-05) is only valid in connection with the above-mentioned certificate.

CERTIFICATE OF COMPLIANCE

Certificate Number	032615-MH14967
Report Reference	MH14967-20130218
Issue Date	2015-MARCH-26

Issued to: LION FIRST RESPONDER PPE INC DBA LION
Suite 400
7200 Poe Ave
Dayton, OH 45414 USA

This is to certify that representative samples of PROTECTIVE GARMENTS FOR STRUCTURAL FIRE FIGHTING
See Addendums

Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, 2013 Edition

Additional Information: See the UL Online Certifications Directory at www.ul.com/database for additional information

Only those products bearing the UL Classification Mark should be considered as being covered by UL's Classification and Follow-Up Service.

The UL Classification Mark includes: UL in a circle: with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and the product category name (product identity) as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product.

William R. Carney

William R. Carney, Director, North American Certification Programs

UL LLC

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CERTIFICATE OF COMPLIANCE

Certificate Number 032615-MH14967
Report Reference MH14967-20130218
Issue Date 2015-MARCH-26

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements.

Type	Model	Closure System	UL Certification No.
Coat	Lion Commando (CMDM or CMDF) Lion Super (CSUM or CSUF) Lion Super Deluxe (CSDM or CSDF) (CSTM or CSTF) Lion Custom Deluxe (CDXM or CDXF) Lion Liberty (CLBM or CLBF) (CLTM or CLTF) Lion Traditional (CBGM or CBGF) Lion Express (CCHX or CB2X or CCAX) Lion V-Force (CVFM or CVFF) (CVBM or CVBF)	Zipper Inside/Hook and Loop Outside	14967010601
		4 Hooks and Dees Inside/Hook and Loop Outside	14967010602
		Hook and Loop Inside/4 Hooks and Dees Outside	14967010603
		4 Snap Fasteners Inside/4 Hooks and Dees Outside	14967010604
		Zipper Inside/4 Hooks and Dees Outside	14967010605

William R. Carney

William R. Carney, Director, North American Certification Programs

UL LLC

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CERTIFICATE OF COMPLIANCE

Certificate Number 032615-MH14967
Report Reference MH14967-20130218
Issue Date 2015-MARCH-26

This is to certify that representative samples of the product as specified on this certificate were tested according to the current UL requirements (Cont'd)

Type	Model	Closure System	UL Certification No.
Trouser	Lion Super (PSUM or PSUF) Lion Deluxe High Back (PDPM or PDPF) Lion Super Deluxe (PSDM or PSDF) Lion Custom Deluxe (PJVM or PJVF) Lion V-Force (PVFM or PVFF) (PVHM or PVHF) Lion Liberty (PLBM or PLBF) Lion Traditional (PBGM or PBGF) Lion Reliant (POLM or POLF) Lion Express (PCHX or PB2X or PCAX	Zipper Inside/Hook and Loop and Single Snap Fastener Outside	14967010606
		Hook and Loop Inside/Single Hook and Dee Outside	14967010607
Coveralls	Lion Navy Coverall (NAVY2K)	Zipper Inside/Hook and Loop Outside	14967010608

William R. Carney

William R. Carney, Director, North American Certification Programs

UL LLC

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SAFETY COMPONENTS

an ilg company
open the future ™

Safety Components Warranty Statement

Safety Components will place a 5-year warranty on all Safety Components structural fire fighting fabrics against defects in materials and workmanship. It is expected that any defects would surface within a 5-year period and if so the material would be replaced/repaired by Safety Components.

The Safety Components warranty does not cover rips, tears, or holes resulting from normal wear and tear expected to occur during normal firefighter activities. Normal firefighter activities include but are not limited to recruit school, training activities, and response to fire/EMS/traffic calls. Holes in the outer shell resulting from tools puncturing through pockets are expected and considered normal wear. In addition, degradation resulting from UV, chemicals, and direct heat/flame are considered normal and not covered under the warranty.

It should be noted that fabrics are not warranted against change in color. All flame resistant fabrics, regardless of color, will experience a shift in color. Gold/Natural colored fabrics will darken after exposure to light through a process called oxidation. Depending on garment storage, oxidation may occur uniformly or it may occur in specific areas/panels receiving more light. All black outer shells will fade to charcoal after exposure to wash/wear; a red tint will appear after exposure to light. A shift in color alone does not mean the material has experienced a loss of protection or durability performance. Any fabric containing PBI, PBO, meta-aramid (DuPont™ Nomex®, Tejinconex®), para-aramid (DuPont™ Kevlar®, Tejin Twaron®, Tejin Technora®) will experience a change in color, regardless of the textile manufacturer.

Safety Components has been manufacturing textiles for over 100 years. Companies only stay in business that long if they stand behind their product and commit to exceeding customer satisfaction. Safety Components is proud to offer this warranty and looks forward to supplying the fire service with flame resistant fabrics for many years to come.

PBI MAX BY SAFETY COMPONENTS · PBI MATRIX · ARMORAP · FUSION · Glide THERMAL LINERS

Technical Products Group 40 Emery Street (29605)
P.O. Box 567 Greenville, SC 29602-0567
Telephone 864-905-3416 800-896-6926 Facsimile 864-240-2660

Cairns® Modern Fire & Rescue Helmets

Ordering Selection Matrix

MSA
The Safety Company

A	B	C	D	E	F	G	H	I	J
Model	**Color**	**Eye/Face Protection**	**Headband Liners**	**Earlap**	**Chinstrap**	**Trim Type**	**Trim Color ▼**	**Trim Shape**	**Accessory Bracket**
2 660C Metro	1 Black	0 None *	1 Economy Flannel	0 None *	1 Nomex w/Quick Release	0 None *	1 Lime/Yellow (standard)	1 Tetrabar	0 None
5 Commando HP3 ✪	2 Red	1 4" Tuffshield ▲	2 Standard Flannel	1 Yellow Nomex	2 Nomex w/Quick Release & Postman's Slide	2 Reflexite (Standard)	2 Red/Orange *	2 Bar	9 Frontpiece Bracket
6 Structural 360S	3 Blue ‡	2 Cairns ESS Goggles	3 Deluxe Leather w/Crown Pad	2 Yellow Nomex w/Underchin Extension	3 3" longer Nomex w/Quick Release & Postman's Slide (360S only)	3 Scotchlite	3 Blue * (Reflexite only)	3 Diamond	C Frontpiece Bracket and Frontpiece Installed
A Invader 664	4 White	4 ESS Innerzone 3 Goggles		3 PBI/Kevlar	4 Nomex w/Postman's Slide (360S only)		4 White *	4 Triple Trim (Scotchlite only)	D Additional Soft Goods Kit
B Rescue 360R ✪	5 Yellow	5 ESS Innerzone 2 Goggles		4 PBI/Kevlar w/Underchin Extension	6 6" longer Nomex w/Postman's Slide (360S/R/R-13 and non-Defender 660C/664 only)				
C Rescue 360R-13 ★	6 Orange ‡	6 ESS Innerzone 1 Goggles		5 Bloodborne Pathogen Resistant	7 3-point w/Quick Release ◆				
D 660C Metro Defender ■	7 Green †‡	7 4" Standard Faceshield ▲		8 Black Nomex w/Underchin Extension **					
E Invader 664 Defender ■	8 Pink †‡	A 6" Gold-Coated Faceshield ●		9 CFR Aluminized Bonnet w/PBI/Kevlar Shroud & Nomex Earlap ●					
G Commando HP3 Defender ■ ✪		B ESS Striketeam XTO Goggle ★ ◆		A Black Nomex					
		C Defender Visor, Clear ■							
		D Defender Visor, Amber Tuffshield ■							

✪ *Also compliant to NFPA 1951*
★ *NFPA 1951 compliant only*
■ *Must specify Defender Visor in both "Model" & "Eye/Face Protection" selections*
‡ *Not available on Invader 664*
† *Not available on 360S/R/R-13*
* *Not NFPA 1971 compliant*
▲ *Not available on 360R/R-13*
● *Non-Defender 660C/664 only*
◆ *360R/R-13 and HP3 only*
** *Not available for helmets with Defender visor*
▼ *Not all trim colors are available in all trim types and shapes*

Column:	A	B	C	D	E	F	G	H	I	J		
C-MOD-	2	*	1	3	3	2	2	1	1	0		150
											PART NUMBER	QUANTITY

* - SPECIFY COLOR

Cairns 660C Metro, 4" Tuffshield, Deluxe Leather w/ Crown Pad, PBI/Kevlar Earlap, Nomex Chinstrap w/ Quick Release & Postman Slide, Lime/Yellow Reflexite, Bar

P/N 660CDFD*

ID 3600-31-MC-P / Nov 2015
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MSA Cairns® FIRE HELMET PRODUCT SPECIFICATION

PRODUCT TYPE:
Structural Firefighting Helmet(s) with Proximity Firefighting Option

PRODUCT MODEL(S):
MSA Cairns 660C Metro® and Invader 664® Fire Helmets

PURPOSE:
To supply a uniform, standard product specification for a fiberglass composite structural fire helmet.

SCOPE:
The scope of this product specification encompasses the performance criteria, design, construction and materials deemed necessary for helmets utilized for structural (and proximity as applicable) firefighting.

GENERAL:
Helmets manufactured in accordance with this specification are designed to mitigate adverse environmental effects to the firefighter's head while providing the specifying authority with what are, in their opinion, essential requirements.

PERFORMANCE CRITERIA/STANDARDS:
The 660C Metro & Invader 664 Fire Helmets shall meet the requirements of NFPA 1971:2013 (or the current edition) for structural firefighting and proximity firefighting when that option is selected; US-OSHA 1910.156, and CAL-OSHA

All eye/face protection sold as part of the original helmet assembly shall be compliant with the impact requirements of the current versions of ANSI/ISEA Z87.1 and NFPA 1971:2013.

PERFORMANCE VERIFICATION DATA REQUIREMENT:
Response to this specification shall include a complete and current NFPA 1971 test report from a recognized, accredited test facility detailing all performance data for the helmet(s) and compliant helmet components included in the original assembly. Certificates of conformance and/or letters of certification alone shall not be acceptable. Component testing is not acceptable. Certification testing is conducted every year to a random lot size, as per NFPA requirements.

MANUFACTURER'S WARRANTY:
MSA warrants MSA Cairns Fire Helmets manufactured on or after January 1, 2015, to be free from defects in materials and/or faulty workmanship for a period of ten (10) years from the date of manufacture by MSA. For warranty details, please see "10-Year Warranty and Terms of Sale" (ID 3600-72-MC / February 2015). For MSA Cairns Fire Helmets manufactured prior to January 1, 2015, please refer to ID 3600-09-MC / Jan 2005. All warranty documents can be found on the MSA website (MSAsafety.com).

PRODUCT VISUAL(S):

Cairns® 660C Metro™ Fire Helmet

Cairns® Invader 664 Fire Helmet

HELMET SHELL:

The 660C Metro & Invader 664 helmets shall be of the Modern Fire Helmet style. The shell shall have a down-sloping brim to enhance water shed. The radius of the juncture of the brim and crown shall be no less than 0.1875" to maximize deflection of debris and impact protection.

The shell material shall be a fiberglass composite, consisting of a high-temperature-, flame-, and chip-resistant "through-colored" thermoset resin, reinforced with 1" and 2" chopped fiberglass, compression-molded to form a one-piece shell.

660C Metro Helmet Colors

The exterior of the shell shall be completely coated with a color pigmented, high gloss, abrasion, high heat and chemical resistant paint finish. The shell color and matched paint finish shall be available in the standard colors of white, red, black, and yellow. Orange, blue, and green painted finishes shall be available over a white composite shell.

Invader 664 Helmet Colors

The shell shall be available in white, red, black, and yellow with an unpainted, matte finish.

The shell dimensions (w/ edge trim) shall be 14.00" (L), 11.13" (W) and have a crown depth of 5.9". The shell shall have a nominal wall thickness of 0.065".

The shell shall have black or white[1], high-temperature, flame-resistant, flexible edge trim composed of an aluminum core coated with thermoplastic rubber (TPR). The edge-trim is secured around the entire brim of the helmet by crimping the aluminum core, and secured at the mating ends with a high-temperature adhesive and clamped by the helmet hangar clip at the edge of the rear brim.

The shell shall have a helmet hanger comprised of a ¾" nickel-plated "D" ring and a stainless steel clip. The helmet hanger shall be attached to the center rear of the brim.

[1] *Available on white helmet shells only*

IMPACT CAP:
The impact cap is designed to help provide increased thermal and impact protection. The impact cap shall be comprised of a rigid cell, high-temperature urethane foam dome attached to a flame-resistant, thermoplastic Polyphenylene Oxide (PPO) inner liner that covers the entire inside crown of the helmet. The impact cap shall be modular and field-removable for periodic inspection of the foam's integrity.

HEAD SUSPENSION:
The 660C Metro & Invader 664 Fire Helmets shall consist of a six-way head suspension system, attached to the impact cap. The head suspension system comprises three (3) fixed 0.75" wide nylon straps mounted at six points on the impact liner and fastened at their intersection to form the 6-way overhead strap assembly. The straps are attached to the impact cap by means of a rigid plastic strap that locks the straps into a routed round groove in the impact cap.

SHELL RELEASE SYSTEM:
The impact liner, complete with suspension system and chinstrap assembly (retained as described under "**CHINSTRAP**") shall be retained to the helmet shell by means of two (2) thermoplastic retention clips mounted under the eye/face protection hardware, and by four (4) pieces of hook-and-pile fastener sections between the impact liner and helmet shell in the crown area. This design will enable the shell to be released from the helmet when impacted from below the brim, reducing the chance of being injured by the chinstrap, and leaving the impact cap on the wearer's head for continued thermal and impact protection.

SIZING ADJUSTMENT:
The size of the headband may be adjusted to fit the wearer's head by means of a ratchet adjustment system. The headband is attached to the sides of the impact cap liner by four (4) flexible retention tabs. The rear ratchet arms shall have three (3) adjustable positions so that the angle of the ratchet may be set to accommodate the nape of the wearer's head. The headband height shall be adjustable at the front of the helmet via a hook and loop system to provide additional comfort to the wearer.

The headband shall have a head size range of 6-3/8 to 8-3/8, adjustable in 1/8" increments.

COMFORT LINER:
The 660C Metro & Invader 664 shall have a removable comfort liner, consisting of a headband cushion and a ratchet pad. Both components made of a foam-core laminate system, comprised of a soft black flame-resistant flannel material against the user's head backed by a soft loop material secured to the headband and ratchet with hook fastener. The comfort liner is machine-washable. It can easily be upgraded to a standard flannel or deluxe leather-lined version.

CHINSTRAP:
The chinstrap shall be constructed of three (3) pieces (or sections) of 3/4" wide, spun-Nomex webbing, which are connected by a high-temperature, durable thermoplastic quick-release buckle on the left side of the helmet, and by an optional cast zinc postman's slide buckle on the right side of the helmet.

The chinstrap is attached at either end of the impact cap by means of a plastic tube that travels the circumference of the impact cap assembly, locking the chinstrap into a groove in the impact cap.

The long middle section, with the female half of the quick-release buckle sewn to the left end, shall pass through the postman's slide buckle on the right. The middle section shall be a minimum of 23.0" in length and the total length of the chinstrap shall be 35.0" at full extension, end to end. The chinstrap includes a hook-and-loop fastener to secure extra material.

EAR/NECK PROTECTION:
The 660C Metro and Invader 664 Fire Helmets provide for ear and neck protection with a 6.5" wide, 19.0" long, full-cut earlap. The double-layer earlap consists of a 4.5 oz. / yd., yellow or black colored Nomex outer layer, and a flame resistant black flannel inner layer. The earlap shall be secured to the shell by pieces of hook and pile fastener in no fewer than five (5) locations.

The earlap is machine washable and can be easily upgraded to a PBI/Kevlar or a blood-borne pathogen-resistant earlap. The ear and neck protector shall be removable without interfering with the overhead strap assembly in any way and without removing any part of the helmet suspension.

Earlaps with under-chin extensions shall be available.

RETRO-REFLECTIVE TRIM:
The helmet shall have three bar-shaped pieces of retro-reflective, fluorescent Reflexite trim around the exterior of the crown of the helmet shell. There shall be two additional pieces of bar-shaped Reflexite trim on the front of the top of the helmet for maximum daytime and nighttime visibility. Red-orange and lime-yellow retro-reflective, fluorescent Scotchlite bars is also available.

Blue or white Reflexite trim shall be available. (NOTE: Blue or white Reflexite trim is not compliant to NFPA 1971.)

EYE PROTECTION OPTIONS:

Name	*Description*
Defender® Visor	The 660C Metro & Invader 664 Fire Helmets shall have an integral visor that retracts between the helmet shell and impact cap. The visor shall be a wrap-around design, 4.5" high and 8.25" long and have a comfort nose pad. The lens shall be coated with a scratch resistant coating on both inner and outer surfaces to help protect it from abrasion. The lens shall be optically correct to eliminate distortion. The lens shall be available in clear or Tuffshield (yellow tinted). The lens material shall be high-performance, impact-resistant plastic. The lens shall be able to be replaced within 15 seconds and without the use of tools (e.g. Allen wrench, screwdriver). The lens must be retained without the use of spring-loaded mechanics or lever system.
Faceshield and Hardware	*Faceshield* The faceshield shall be a wrap-around, high pivot design, 4.5" wide, 19.0" long and 0.150" thick. The lens material shall be high performance, high-temperature, impact-resistant thermoplastic. The lens shall be coated with a scratch resistant coating on both inner and outer surfaces to protect the lens from abrasions. *Hardware*

Name	Description
	The faceshield shall be mounted to the helmet shell by means of two (2) glass-reinforced, high-temperature and flame-resistant thermoplastic bracket assemblies, with adjustable thermoplastic knobs one (1) on either side of the helmet shell. The brackets allow the faceshield to be raised above the helmet shell when not in use.
Goggle System	The goggle system shall be comprised of a high-temperature, flame- and impact-resistant goggle lens and frame, a flame-resistant, elastic goggle strap, and a goggle retention system. This retention system will lock the goggle onto the helmet at the back brim, preventing loss of the goggle when either stowed or donned. Both inner and outer surfaces of the goggle lens will have an anti-scratch and anti-fog coating. Both ends of the lens will be reinforced with a fiberglass insulating label for extra durability at elevated temperatures. The lens will be low profile, optically correct with a nominal thickness of 1/16". The goggle strap will require a one-time adjustment to facilitate donning if wearing gloves.

OPTIONS:

Proximity Fire Fighting Helmet

The 660C Metro and Invader 664 Fire Helmets shall be made available with optional components to enable the helmets to be used in proximity firefighting. The necessary components shall include a proximity bonnet, a proximity shroud, and faceshield. Use of these components shall enable these helmets to be compliant with the proximity firefighting helmet requirements of NFPA 1971: 2013.

- Proximity Bonnet
  The proximity bonnet shall be custom made to specifically fit over the 660C Metro and Invader 664 Fire Helmets. The proximity bonnet shall consist of an outer aluminized PBI/Kevlar layer, and an inner moisture barrier with thermal liner. The proximity bonnet, when attached to the helmet, shall allow a faceshield to be attached to the helmet over the proximity bonnet.

- Proximity Shroud
  The proximity shroud shall be custom made to work specifically with the proximity bonnet. The proximity shroud shall consist of an outer aluminized PBI/Kevlar layer, and an inner moisture barrier and thermal liner. The proximity shroud, when used in conjunction with the proximity bonnet, shall provide continuous radiant reflective protection for the head, face, and neck areas that do not receive primary protection from the helmet or faceshield.

- Faceshield
  The faceshield used in the proximity system shall be a gold-coated 6" faceshield. The faceshield shall provide radiant reflective protection to the head, face, and neck areas that do not receive primary protection from the helmet or proximity bonnet or proximity shroud.

Accessories

A full range of fire helmet accessories, such as customizable front pieces and front holders, is available. Please see the MSA Cairns Fire Helmet catalog and/or contact an MSA representative.

MAINTENANCE, REPAIR and RETIREMENT:
Proper maintenance, repair, and retirement of the helmet can be found in the MSA Cairns Fire Helmet Owner's Guide and on our web site (MSASafety.com). Users should also refer to NFPA-1851 (current edition) regarding proper inspection, maintenance, repair schedules, and retirement requirements for structural and proximity firefighting helmets. Upon the customer's request, an MSA representative will conduct training explaining the proper maintenance, repair and retirement of MSA Cairns Fire Helmets.

CONTACT INFORMATION:
For additional information on MSA Cairns products, please contact MSA Customer Service at 1-877-MSA-FIRE or visit us on MSAfire.com.

10-Year Warranty and Terms of Sale

1. The Effective Date of this 10-Year Warranty for Cairns® Fire Helmets is January 1, 2015. All Cairns Fire Helmets manufactured on or after January 1, 2015, shall be covered by the terms issued under this warranty. This warranty supercedes any printed or electronic warranties provided with a Cairns Fire Helmet which was manufactured on or after January 1, 2015.

2. All Cairns Fire Helmets manufactured before January 1, 2015, shall be covered by the terms issued under the previous Warranty.

3. **Express Warranty**—Mine Safety Appliances Company, LLC (MSA) warrants MSA Cairns Fire Helmets manufactured on or after January 1, 2015, to be free from defects in materials and/or faulty workmanship for a period of ten (10) years from the date of manufacture by MSA. This warranty applies to all original assembled components of the fire helmet including: shell; impact cap assembly; suspension; retroreflective trim; ear laps; and faceshield or goggle.

4. **Release of Obligations**—MSA shall be released from all obligations under this warranty in the event that repairs or modifications are made by persons other than its own or authorized service personnel, or if the warranty claim results from accident, alteration, misuse, or abuse. MSA makes no warranty concerning replacement components (i.e., one that was not part of the original assembly) or non-certified accessories, but will pass on to the Purchaser all warranties of manufacturers of such components. This warranty is in lieu of all other warranties, express, implied or statutory, and is strictly limited to the terms hereof: MSA specifically disclaims any warranty of merchantability or of fitness for a particular purpose.

5. **Exclusive Remedy**—It is expressly agreed that the Purchaser's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of MSA, or for any other cause of action, shall be the repair and/or replacement, at MSA's option, of any equipment or parts thereof, that after examination by MSA are proven to be defective. Replacement equipment and/or parts will be provided at no cost to the Purchaser, F.O.B. Destination, Freight Prepaid, to the Purchaser's named destination. Failure of MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.

6. **Exclusion of Accessories**—Accessories are not a part of the certified product but could be attached to the certified product by a means not engineered, manufactured, or authorized by the manufacturer. MSA Cairns Helmet Accessories made available for purchase by MSA are excluded from this warranty. MSA Cairns Helmet Accessories include are but not limited to: front-piece holders, front-pieces, front-piece brackets, and Bourkes.

7. **Exclusion of Consequential Damages**—Purchaser specifically understands and agrees that under no circumstances will MSA be liable to Purchaser for economic, special, indicental, or consequential damages or losses of any kind whatsoever, including but not limited to, loss of anticipated profits and any other loss caused by reason of the non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against MSA. **This warranty is in lieu of all other warranties, expressed, implied, or statutory including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In addition, MSA expressly disclaims any liability for economic, special, incidental, or consequential damages in any way connected with the sale or use of MSA products, including, but not limited to, loss of anticipated profits.**

8. MSA reserves the right to review and update the warranty terms, as needed, to comply with applicable laws or Standards.

ID 3600-72-MC / February 2015
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MSA – The Safety Company
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
Phone 724-776-8600
www.MSAsafety.com

U.S. Customer Service Center
Phone 1-800-MSA-2222
Fax 1-800-967-0398

MSA Canada
Phone 1-800-672-2222
Fax 1-800-967-0398

MSA Mexico
Phone 01 800 672 7222
Fax 52-44 2227 3943

MSA International
Phone 724-776-8626
Toll-Free 1-800-672-7777
Fax 724-741-1553

The Safety Company

December 11, 2013

Ms. Ashley Lotzmann
Approvals Specialist
Mine Safety Appliances Company
1100 Cranberry Wood Drive
Cranberry Township, PA 16066-5204

Certification Letter

Dear Ms. Lotzmann:

We are pleased to confirm that the Structural Fire Fighting Helmet models below are certified by the Safety Equipment Institute, effective December 11, 2013. Initial certification testing was successfully completed on September 5, 2013 in accordance with the requirements of *NFPA 1971-2013, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.*

SEI Ref. No.	Brand	Model No.
FF MSA 07	MSA-Cairns 660C & 664 Modern Fire Helmets	660C Metro and 664 Invader (unpainted) - FS/GC:4" Faceshield-10143952, 4" Faceshield-10144443; S550 IZ1 Goggle; 10029699 IZ2 Goggle; 10032881 IZ3 Goggle

The SEI Certification Mark may be used in the marketing, packaging and promotion of the model detailed above, in accordance with the provisions of the *SEI Certification Program Manual.*

Per the SEI Certification Program Manual, SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when 1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard, 2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures, 3) the manufacturer has paid all fees, and 4) product liability insurance requirements are met.

Following initial certification, SEI conducts annual follow-up testing on samples which are selected by SEI during the annual quality assurance audit. SEI's certification program is accredited as a System Type 5 per ISO/IEC Guide 67:2004(E).

Thank you for your participation in the SEI Certification Program. If you have any questions, please contact the SEI Office.

Sincerely,

Stephen R. Sanders
Technical Director

Patricia A. Gleason
President

cc: Jules Pinto, SEI Auditor

ANSI
ANSI Accredited Program
PRODUCT CERTIFICATION
0241

Safety Equipment Institute
1307 Dolley Madison Blvd. Suite 3A McLean, Virginia 22101
Tel: 703/442-5732 FAX: 703/442-5756
www.SEInet.org

SCC Accredited
CB-PVS
OCIPS
Accredite CCIN

PO Box 248
Lehighton, PA 18235
Phone: 610-377-6273
Fax: 610-377-6221
cs@majhoods.com
www.majhoods.com

PAC III HOOD SPECIFICATIONS

DESIGN

Head Design	Traditional head design/length
Bib(Apron) Design w/ Shoulder Insert	Longer length, Shoulder insert design

LAYERS

Head Layers	2 ply material
Bib(Apron) Layers w/ Shoulder Insert	2 ply material

LENGTH

Head Length	13"
Bib (Apron) Length w/ Shoulder Insert	8"
OVERALL LENGTH	21"

FACE OPENING

Full Face Opening Circular Measurement 120 mm - 145 mm

Sewn with 1/2" elastic. Elastic is encapsulated in material and cover stitched.

Elastic Face Opening stretches to accommodate a circumference of at least 31" (800 mm) for ease of donning, snug fit, and proper seal with SCBA.

BINDING

Binding of same fabric material to enhance design with a finished look

SEAMS

Thread 100% Nomex

Head design with traditional center head seam (comfortable central seam)

Safety lock cover stitch of seams

Seam burst strength tests are unsurpassed in industry - 2x or 3x NFPA minimum!

AIT (ADVANCED INSPECTION THREAD) Hoods regularly have thread that matches the color of the hood (white on white / black on black). When AIT is requested, we use a contrasting thread color, which is especially important for inspection of gear. Any compromise to thread, seams, stitching is easily detected with AIT thread. AIT is available upon request. Contact us for more info.

SIZING

UNIVERSAL size

LABELING AND USER INFORMATION

OWNER IDENTIFICATION On the label the area of PROPERTY OF: _____. Today every Majestic hood is manufactured with our NEW OWNER ID label. Simply identify your ownership with any permanent marker directly on label

Labeling - each hood comes individually labeled to identify fabric, hood style, lot # traceability, DOM, Cleaning and Storage Instructions, and UL Certification.

Users Information Guide - each hood has an Warnings & Users Information Guide attached with imperative information. Please review before wearing.

CLEANING AND STORAGE

Machine wash only using regular detergent. Do not use chlorine bleach or detergents containing chlorine. Do not use fabric softeners or detergents containing fabric softeners. Water temperature not to exceed 130 degrees F. Do not wring hood. Squeeze hood to remove excess water. Shape and lay flat in a dry, cool, shaded location to dry. Or tumble dry, low heat. Do not commercially dry clean. Do not store your hood in direct sunlight.

CERTIFICATIONS

NFPA 1971-2013 UL Certified

Complies with CAL-OSHA Requirements Sections 3406 and 3410(d) and OSHA Rule 29 CFR Part 1910, 269

ARC Rated hoods comply with NFPA 70E, meeting performance specifications of ASTM F 1959. See material spec sheets for ATPV and HAF values

Fullest coverage certified to NFPA 1971-2013

Shoulder inserts (gusset) for added shoulder protection

Long length for optimum coverage

Offering the most square inches of protection

Wider width for air circulation keeping end user cooler

Generous width and size means less fabric stretch

The more surface area for moisture disbursement, the quicker moisture will evaporate - keeping end user dry!

Maintains protective properties after washing

MFA hoods offer the most square inches of protection!

You pick the style , you pick the material - CUSTOMIZING your own hood!

Majestic Fire Apparel is a vertical manufacturer

Knitting our own fire retardant materials for over 16 years

We knit, cut, sew, and ship - all from our location in PA

MADE IN USA

WARRANTY INFORMATION

Your protective hood is warranted to be free from defects in material and workmanship for one year. This warranty does not cover normal wear or unusual exposures, including abrasive wearing of close-tolerance accessories—such as voice amplifiers. This warranty is in lieu of all other warranties, expressed or implied, including but not limited to, implied warranties or marketability and/or fitness for a particular purpose. MFA, Inc. shall not be liable for incidental or consequential damages.

DO NOT ALTER, MODIFY, ADD TO, OR CHANGE YOUR PROTECTIVE HOOD

DOING SO WILL VIOLATE WARRANTY AND VOIDS NFPA AND UL CERTIFICATION

Hood Specifications, Hood Dimensions Test, and Hood Opening Size Retention Test are in accordance with NFPA 1971-2013 test report dated 9/9/2014 performed by Underwriters Laboratories

ATPV and HAF values found in accordance with ASTM International Standard Test Method F1959-1999. Tests performed by Hugh Hoagland

all weights and measurements are approximate

GEARmatters

Quality People standing behind America's Quiet Heroes for over 100 years — Winter 2002

On the Fireground

isodri® Protective Systems proves to be fastest drying in objective evaluation

By Captain Ted Lovett
Lufkin Fire Department

When the Texas Commission on Fire Protection mandated that all of our turnout gear be updated, I had to find a proven solution for replacing my department's 66 sets with Breathe-Tex moisture barriers. The first step was researching what the market had to offer. The second step was to perform an independent set of tests to evaluate and select the best garment. I contacted Morning Pride, Lion, Globe, and Quest.

First discovery

During a live fire class for the Angelina College Fire Academy, I tested the isodri® Protective Systems manufactured by Lion Apparel. The coat was subjected to three hours of burning conditions. The class and I inspected the coat and noticed how dry it was. The garment did not retain water. When we got back from lunch break, the garment was completely dry. I was impressed how light the garment remained.

The test garments

I informed Globe, Quest, and Morning Pride that I was looking for a garment to compare with Lion's isodri® Protective Systems. It had to be lightweight and have fast drying time capabilities. The following garments were tested:

	Manufacturer			
	Lion*	Globe	Quest**	Morning Pride
Outer Shell	PBI®	PBI®	Basofil®	PBI®
Moisture Barrier	W.L. Gore	W.L. Gore	W.L. Gore	W.L. Gore
Thermal Liner	Glide™	Caldura® SL	Omni™ 1	Caldura® SL

*Lion isodri® Protective Systems. **Quest Equi System.

Test 1: Comparing wet and dry weights

I used a straightforward, investigative approach to compare and evaluate each garment. First, I weighed each garment when dry. Garments included a coat and pants set. I placed each garment in a container of water for approximately five minutes until it was completely saturated. Next, I re-weighed the garment after a five-minute, drip-drying period. I recorded the approximate amount of time it took for each garment to dry. The results were as follows:

		Manufacturer			
		Lion	Globe	Quest	Morning Pride
Dry Weight (lb.)	Coat	6.0	6.0	6.0	6.5
	Pants	5.5	5.5	6.0	6.0
	Total	11.5	11.5	12.0	12.5
Wet Weight (lb.)	Coat	10.5	15.0	9.5	16.0
	Pants	10.5	13.0	6.5	14.0
	Total	21.0	28.0	16.0	30.0
Approx. Drying Time (hrs.)		3.0	8.0	10.0	20.0

Test 2: Burn house evaluation

In the second test, I wore each garment in the burn house. The temperature averaged around 700° F. Four other Lufkin fire fighters took turns wearing the various garments while performing the same exercise. After each exposure, the fire fighters and I would exit the burn house to take a

Behind the Lines

Donald Ellis, Shipper
Lion Apparel, Mt. Sterling, KY

"At Lion Apparel, we take a lot of pride in being the leader in the fire service. It makes no difference whether you're designing the gear, stitching it, or shipping it. We all share a common goal: to be the best."

Joan Moore, Receiving Quality Inspector
Lion Apparel, Mt. Sterling, KY

"President Truman used to say 'the buck stops here'. As a quality inspector, I feel the same way. It's my job to make sure there are no errors or mistakes."

Marla Peoples, Sewing Operator
Lion Apparel, Mt. Sterling, KY

"Dedication is contagious. I see that in the brotherhood of fire fighters. I also see it at Lion Apparel. I think dedication is what separates the special from the ordinary."

Janesville Lion Helmets BODY-GUARD StationWear isodri PAUL CONWAY HELMETS Medic1

On the Fireground *continued...*

break from the heat source. We then would go back in to the burn house to compare reaction times for heat buildup. The Globe, Lion, and Morning Pride garments were comparable in performance. The Quest Equi System exhibited a rapid reaction time to thermal heat due to the thickness of the thermal liner.

Conclusions

Based on our test results, we made the decision to purchase the Lion Apparel isodri® Protective Systems.

Behind the Lines *continued...*

Cristi Jefferson, Receiving Quality Inspector
Lion Apparel, Mt. Sterling, KY

"We've always known how important America's fire fighters are. September 11 just reinforces that. Because each fire fighter is willing to put his or her life on the line, I give nothing short of my best at work. They deserve that."

Why every fire fighter deserves dry gear

Besides adding lots of weight to your clothing, water absorbs heat and stores it because it is so dense. When water from sweat, hose streams, or rain is sucked into your bunker gear, it displaces the insulating air.

At 200°F, water transfers heat 21 times faster than air. Heated water is volatile and can release explosive energy in the form of dangerous steam. Water can (and frequently does) cause burn injuries without warning or apparent damage to your gear at temperatures well below steam conditions.

Air is lighter than water and, because of its lower density, it's a very poor heat conductor. As air heats, it expands and becomes even less dense. Air is stable and predictable. It is simply the best insulator.

All isodri® systems are engineered to reduce the water and, therefore, the heat storage capacity of your turnouts. Each and every layer delivers superior water resistance and remarkably faster drying time – from the outer shell to the moisture barrier to the thermal barrier.

VISIT OUR FACILITIES

We are a team of individuals dedicated to our craft and proud of the outstanding workmanship we put into every article of clothing. We invite you to come see us in action at our excellent facilities. If you would like to visit, write or Email your request to:

Gear Matters
Lion Apparel
P.O. Box 13576
Dayton, OH 45413-0576

Email: gear@lionapparel.com

Gear Matters is an ongoing publication for the benefit of fire fighters. Please feel free to post and circulate it. We also invite you to visit the Lion Apparel web site at http://www.lionapparel.com. The web site contains important information on care and use of gear, as well as other Lion and industry information.

Share your fireground story with us

Do you have a story or tips to share concerning protective clothing? If you do, send it to _Gear Matters_, Lion Apparel, P.O. Box 13576, Dayton, Ohio 45413-0576. Or, send it via Email to gear@lionapparel.com.

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BLACK MOISTURE BARRIER

Most breathable in more conditions, while providing enhanced durability in use.

CROSSTECH® Products
GORE

- Most breathable in more conditions to help manage heat stress better
- Enhanced durability backed by a 3.5-year limited warranty
- Remained thermally stable, even after exposure to extreme heat
- Long-lasting protection against blood, body fluids, NFPA common chemicals, and water

GORE
Creative Technologies

CROSSTECH®
Black Moisture Barrier

crosstech.com

Most breathable in more conditions to help manage heat stress better

CROSSTECH® black moisture barrier offers the highest breathability in more conditions. The unique properties of CROSSTECH® black moisture barrier offer lower resistance, allowing for your body's sweat vapor to pass through your gear more easily. This mechanism is essential in helping to maintain lower body core temperatures and thereby diminishing the effects of heat stress in the conditions where it is particularly a problem. CROSSTECH® black moisture barrier continues to have high total heat loss (THL) that exceeds NFPA 1971 requirements.

Enhanced durability backed by a 3.5-year warranty

Moisture barriers should protect you against liquid penetration on every call, not just the first few. Field testing showed that CROSSTECH® black moisture barrier remained significantly more liquid-proof and less prone to damage, delivering excellent breathability and protection call after call after call. This level of durability is backed by a 3.5-year limited warranty to help you comply with the 2014 edition of the NFPA 1851 Standard.

Excellent thermal stability

Just because most moisture barriers used in North America meet the minimum requirements specified in NFPA 1971 (2013 edition), they don't all perform equally. CROSSTECH® black moisture barrier maintained its high breathability and waterproof protection even after exposure to extreme heat, and also robustly met all heat and thermal shrinkage requirements.

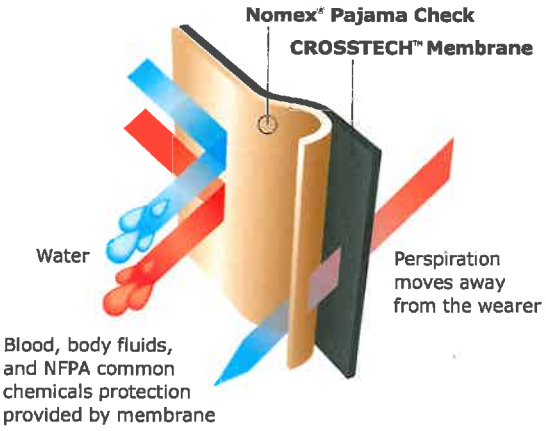
Long-lasting protection against liquid penetration

As you work at an emergency scene, some of the most dangerous hazards are the ones you cannot see, and exposure to NFPA common chemicals,* blood, and body fluids is a serious concern. Testing showed that CROSSTECH® black moisture barrier provided a level of protection that exceeds the current NFPA 1971 Standard — even after 25 wash/dry cycles and 5 thermal exposures.

The Gore Advantage

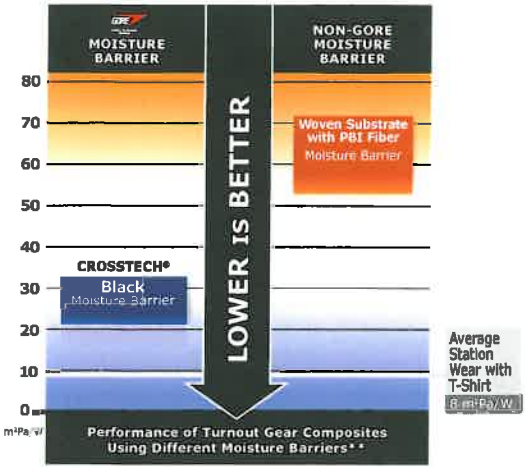
For over 35 years W. L. Gore and Associates has supported the fire fighting industry and has been trusted by fire departments throughout North America to protect their firefighters. Gore leverages its unparalleled expertise in materials and comfort science to create reliable and innovative products for the most critical of applications in the most demanding of environments. We work closely with end users to understand their needs which enables us to engineer products that do what we say they will do. This is Gore's fitness for use philosophy.

CROSSTECH® BLACK MOISTURE BARRIER



Breathability Beyond THL Test Conditions

Resistance to the Evaporation of Sweat (Ret)



Lower is Better.

CROSSTECH® black moisture barrier is more breathable, having lower resistance to the evaporation of sweat vapor than other moisture barriers. Lower resistance allows for your body's sweat vapor to pass through your gear more easily, helping the body to stay cooler, and reducing the effects of heat stress.

The THL test measures both conductive and evaporative heat loss through a sample in one moderate environmental condition. To understand it's breathability in other conditions, the evaporative resistance component can be determined by using the Resistance to the Evaporation of Sweat (Ret) test. The guarded hotplate is used for both of these tests.

Meets or Exceeds Standards

NFPA 1971 (2013 Edition) Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting

Component recognized by Underwriters Laboratories

*Common chemicals include battery acid (37% sulfuric), ASTM Ref. Fuel C (unleaded gasoline surrogate), hydraulic fluid (phosphate ester), aqueous film-forming foam (AFFF), and swimming pool chlorine solution (65% free Cl).

**Evaluated in Environment of 95°F/35°C, 40% RH, No Radiant Heat (per ISO 11092/ASTM F1868, Part B)

WARNING: No products, including garments, footwear, and gloves, protect completely, even when new; their protective performance will decline with wear, tear, abrasion, and other damage associated with use.

W. L. Gore & Associates
Fire & Public Safety
105 Vieve's Way
Elkton, MD 21921
800.431.GORE (4673)
crosstech.com

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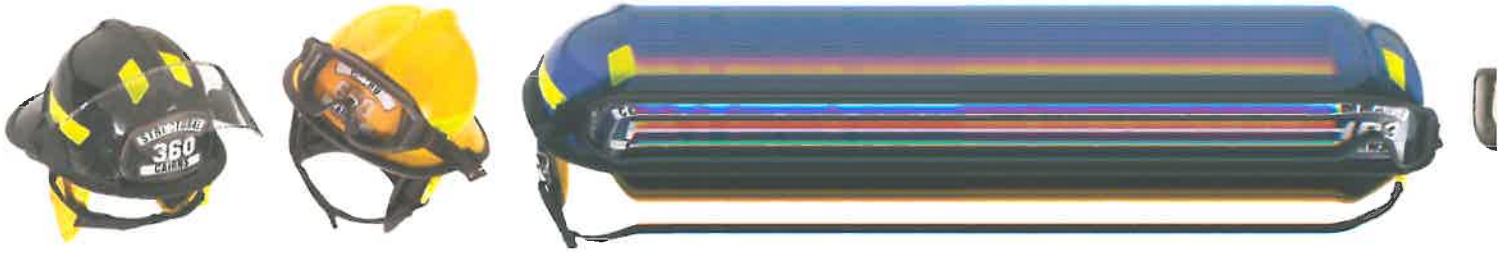
CT2064.0311.2

Cairns® **Modern Helmets**

For structural firefighting and rescue operations

Protecting First Responders **Since 1836**



Cairns® **Modern Helmets**

For structural firefighting and rescue operations

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Protecting First Responders **Since 1836**

*Because every life has a **purpose...***

	Metro 660C™ Helmet	**Invader 664™ Helmet**	**Commando HP3® Helmet**	**Structural 360S® Helmet**	**Rescue 360R™ Helmet**	**Rescue 360R-13 Helmet**
NFPA-1971 COMPLIANT	●	●	●	●	●	
NFPA-1951 COMPLIANT			●		●	●
5-YEAR SHELL WARRANTY	●	●	●	●	●	●
DURAGLAS® COMPOSITE	●	●	●			
THERMOPLASTIC				●	●	●
IMPACT CAP	●	●	●	●	●	
SHELL RELEASE SYSTEM	●	●				
DEFENDER® VISOR	●	●	●			
CFR PROXIMITY SYSTEM	●	●				

A Impact Cap

- Impact protection
- Thermal protection
- High-heat resistant
- Flame-resistant
- Exclusive tube-lock shock-absorbing system

B Shell Release System

Shell releases if your helmet is knocked off by a collapsing structure or hung up during fall through a roof or floor.

- Helmet shell separates from impact cap with 80+ lbs. of pressure.
- You maintain head impact and thermal protection.

CAIRNS HELMET EXCLUSIVE!

CAIRNS HELMET EXCLUSIVE!

Defender Visor

- Integrated, retractable eye protection
- Stays clean and protected from heat when stowed
- Easy to use, maintain and change out
- Meets NFPA and ANSI standards

CFR Proximity System

- NFPA-1971 compliant
- Easy to use
- Does not interfere with SCBA
- Aluminized PBI/Kevlar layer, vapor barrier and inner layer

MSA
The Safety Company

The Assemble-To-Order System for Cairns Modern Helmets

The ATO System is easy to use, allowing you to order the right configuration to fit your needs. The ATO System allows you to build your own helmet by creating a feature-specific part number.

A	B	C	D	E	F	G	H	I	J
Model	**Color**	**Eye Protection**	**Headband Liners**	**Earlap**	**Chinstrap**	**Trim Type**	**Trim Color ▼**	**Trim Shape**	**Accessory Bracket**
2 660C Metro	1 Black	0 None *	1 Economy Flannel	0 None *	1 Nomex w/Quick Release	0 None *	1 Lime/Yellow (standard)	1 Tetrabar	0 None
5 Commando HP3 ✪	2 Red	1 4" Tuffshield	2 Standard Flannel	1 Yellow Nomex	2 Nomex w/Quick Release & Postman's Slide	2 Reflexite (Standard)	2 Red/Orange *	2 Bar *	9 Frontpiece Bracket
6 Structural 360S	3 Blue ‡	2 Cairns ESS Goggles	3 Deluxe Leather w/Crown Pad	2 Yellow Nomex w/Underchin Extension	3 6" longer Nomex w/Quick Release & Postman's Slide (360S only)	3 Scotchlite	3 Blue * (Reflexite only)	3 Diamond *	
A Invader 664	4 White	4 ESS Innerzone 3 Goggles		3 PBI/Kevlar	4 Nomex w/Postman's Slide (360S only)		4 White *	4 Triple Trim * (Scotchlite only)	
B Rescue 360R ▲✪	5 Yellow	5 ESS Innerzone 2 Goggles		4 PBI/Kevlar w/Underchin Extension	6 6" longer Nomex w/Postman's Slide (360S, R/R-13 and non-Defender 660C/664 only)				
C Rescue 360R-13 ▲★	6 Orange ‡	6 ESS Innerzone 1 Goggles		5 Bloodborne Pathogen Resistant	7 3-point w/Quick Release (360R/R-13 and HP3 only)				
D 660C Metro Defender ■	7 Green † ‡	7 4" Standard Faceshield		8 Extended Black Nomex **					
E Invader 664 Defender ■		8 6" Standard Faceshield		9 CFR Aluminized Bonnet w/PBI/Kevlar Shroud & Nomex Earlap ●					
G Commando HP3 Defender ■✪		9 4" Gold-Coated Faceshield ●		A Black Nomex					
		A 6" Gold-Coated Faceshield ●							
		B ESS Striketeam XTO Goggle ★ ◆							
		C Defender Visor, Clear ■							
		D Defender Visor, Amber Tuffshield ■							

✪ *Also compliant to NFPA 1951*
▲ *Not available with faceshield*
★ *NFPA 1951-compliant only*
■ *Must specify Defender Visor in both model & eye protection sections*
† *Not available on Invader 664 Helmet*
‡ *Not available on 360S/R/R-13 Helmets*
● *Non-Defender 660C/664 Helmets only*
◆ *360S/R/R-13 and HP3 Helmets only*
* *Not NFPA 1971-compliant*
** *Not available for helmets with Defender Visor*
▼ *Not all trim colors are available in all trim types and shapes*

Column: A B C D E F G H I J

C-MOD- ○ ○ ○ ○ ○ ○ ○ ○ ○ ○

PART NUMBER

○

QUANTITY

Build your front: *www.msanet.com/fronts*

Share your Cairns Helmet story: *CairnsCommunity.msanet.com*

Safety is all we do

Born and bred in the USA, we've been helping to protect the lives of first responders for nearly 100 years. Whether it's SCBA, thermal imaging cameras, Cairns® Helmets, or gas detectors, our products can be found in nearly every firehouse in the United States and Canada.

Connect with us ***online***

Note: This bulletin contains only a general description of the products shown. While uses and performance capabilities are described, under no circumstances shall the products be used by untrained or unqualified individuals and not until the product instructions including any warnings or cautions provided have been thoroughly read and understood. Only they contain the complete and detailed information concerning proper use and care of these products.

ID 3600-08-MC / Nov 2012

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Corporate Center
1000 Cranberry Woods Drive,
Cranberry Township, PA 16066 USA
Phone 724-776-8600
www.MSAsafety.com

U.S. Customer Service Center
Phone 1-800-MSA-2222
Fax 1-800-967-0398

MSA Canada
Phone 1-800-672-2222
Fax 1-800-967-0398

MSA Mexico
Phone 01 800 672 7222
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*www.MSA**fire**.com*

NFPA 1851, **2014 Edition**

MSA Compliance Guide for Cairns® Fire Helmets

Because every life has a ***purpose...***

Introduction

The National Fire Protection Association released a revised edition of the NFPA 1851, "Standard for the Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Firefighting" (the "Standard"). The 2014 edition of the Standard provides guidelines for record keeping, accessory use, cleaning, inspection, repair, and retirement of ensemble elements.

MSA has reviewed this NFPA standard carefully and noted which rules relate to Cairns Fire Helmets. This Guide will help you to meet the specifications of this standard. However, MSA strongly recommends that you obtain a copy of NFPA 1851, 2014 Edition from the NFPA to ensure complete compliance.

Much of the information regarding inspection criteria, cleaning criteria, repair, and retirement of your Cairns Fire Helmet is also available in the Cairns Fire Helmet Owner's Guide, available at www.MSAfire.com.

MSA has made available an optional online quiz and training certificate for those organizations requiring documentation of NFPA 1851 compliance training for Cairns Fire Helmets. To access Cairns Fire Helmets NFPA 1851 Compliance Training, visit http://msau.msasafety.com.

Record Keeping

The first element of the standard to be considered is record keeping. The standard specifies that the following basic records be kept for each Cairns Fire Helmet:

1. Person to whom the helmet is issued
2. Date and condition when issued
3. Manufacturer and model name or design
4. Manufacturer's identification number, lot number or serial number
5. Month and year of manufacture
6. Date(s) and findings of advanced inspection(s)
7. Date(s) and findings of advanced cleaning or decontamination
8. Reason for advanced cleaning or decontamination and who performed cleaning or decontamination
9. Date(s) of repair(s), who performed repair(s) and brief description of repair(s)
10. Date of retirement
11. Date and method of disposal

Organizations should have a system for keeping these minimal records for their Cairns Fire Helmets.

To aid with record keeping guidelines, MSA has created an easy-to-use Cairns Fire Helmet Tracking Form (ID 3600-46, or as located on pages 8--11 of this Guide). You may also download this form from www.MSAfire.com.

Routine Cleaning

Cairns Fire Helmets must be cleaned after each use, but before routine inspection to limit exposure to possible contamination that may be present on the fire helmet after firefighting activities. This procedure is referred to in NFPA 1851 as "Routine Cleaning." These instructions are also available in the Maintenance Section of the Cairns Fire Helmet Owner's Guide (MSA P/N 10043529), available on ww.MSAfire.com. Specific instructions for proximity gear can be found separately (MSA P/N 10042222), also available on www.MSAfire.com. Reference these instructions as a routine cleaning guide for fire helmets after each use.

To clean faceshields, goggles or the Defender® Visor lens

- Use mild cleaning agents such as ethyl alcohol or mild detergent and water, and a soft sponge or cloth.
- NEVER use abrasives, solvents, paint removers, acetone, paint or lacquer thinner, or any chlorinated organic solvents.

To clean Bourke Eye Shields

- Use a mild detergent and water and a soft sponge or cloth.
- NEVER use abrasives, solvents, paint removers, acetone, paint thinner, lacquer thinner, or any chlorinated organic solvents.

NOTE: Before cleaning the helmet shell, remove the faceshield/goggles/Bourkes/Defender Visor lens and set aside. Helmets that are not thoroughly cleaned and dried should NOT be worn.

To clean leather shells (N6A® Houston & N5A® New Yorker Helmets)

- Use only mild detergents and lukewarm water.
- To remove tar drips, industrial cleaners (such as DuPont Tar Remover) can be used. Use only on tar spots, not on the entire surface. Other spots can be cleaned with alcohol if an organic solvent is required.

To clean fiberglass composite shells (Cairns 1010, Cairns 1044, 660C Metro®, Invader 664®, & Commando HP3® Helmets)

- Use only mild solvents, such as ethyl alcohol, mild detergents and water, mild abrasives, industrial cleaners (such as DuPont Tar Remover), acetone, or paint remover.

To clean thermoplastic shells (880 Traditional®, 360S® Structural, 360R-13, & 360R Rescue Helmets)

- Use mild cleaning agents such as ethyl alcohol or mild detergent and water, and a soft sponge or cloth.
- NEVER use abrasives, solvents, paint removers, acetone, paint or lacquer thinner, or any chlorinated organic solvents.

To clean flannel headband liners and the Defender Visor heat shield

- Machine wash and dry on low settings. Refer to product instructions for laundering.

To clean the proximity bonnet and shroud

- Remove the bonnet and shroud from the helmet. Use mild soap or detergent to wash the shroud in warm soapy water.
- Rinse thoroughly with clean water.
- Air dry at room temperature.

To clean the 6" gold-coated proximity faceshield

- Clean the faceshield with mild detergent.
- Rinse with clean water and dry with a soft cloth.

Routine Inspection

After each use and after cleaning, inspect your Cairns Fire Helmet. This procedure is referred to in NFPA 1851 as "Routine Inspection."

Inspect Cairns Fire Helmets and all helmet accessories after each use for impact, thermal and general damage. A damaged helmet must NEVER be used.

If your Cairns Fire Helmet has been exposed to excessive heat, taken an impact or sustained damage, the helmet must be dissembled and have an advanced inspection performed.

Use the following criteria to inspect your Cairns Fire Helmet after each use:

Helmet Shell

Replace if any of these conditions exist:

Leather shell (Houston N6A® & New Yorker N5A® Helmets)

- Shell is punctured.
- Rib stitching is cut or broken.
- Reinforcing wire is exposed.

Fiberglass composite shells (Cairns 1010, Cairns 1044, 660C Metro®, Invader 664®, & Commando™ HP3 Helmets)

- Cracks are longer than one inch.
- Any size crack goes completely through shell material.
- Soft spots are equal to or larger to than a thumb pad. Smaller soft spots require removal of the impact cap and advanced inspection.

Thermoplastic shells (880 Traditional®, 360S, 360R-13, & Rescue 360R Helmets)

- Shell has a crack of any size.
- Shell has a dull or chalky finish.
- Reinforcing wire is exposed (880 Traditional Helmet).

Edge Trim

- Reattach if trim is separated but intact.
- Replace if trim is broken or aluminum core is exposed.

Reflective Trim

Replace if any of these conditions exist:

- Trim is charred, partially detached, non-reflective, or missing.

Faceshield & Hardware

Replace if any of these conditions exist:

- Faceshield is blistered, bubbled, cracked, or charred.
- E-ring is missing.
- Shaft is not intact.

Defender Visor Lens

Replace if any of these conditions exist:

- Lens is blistered, bubbled, cracked, or charred.
- Quick-connect clips are broken.
- Lens will not stay in stowed position and cannot be adjusted.

Goggle

Replace if damage exists on:

- Ventilation and filtration areas.
- Lens, frame, straps, adjustment assembly, and mounting hardware.

Breakaway Tabs

Replace if any of these conditions exist:

- Any tabs are missing, bent or damaged.

Chinstrap

Replace if any of these conditions exist:

- Any parts are frayed, missing or broken.
- Any stitching is missing, cut, frayed, or broken.
- Velcro fastener is clogged or worn out.
- Quick-Release button is brittle, broken or missing.
- Postman's slide is loose.

Suspension Straps

Ensure that straps lie flat and pass between alignment guides.
Replace if any of these conditions exist:

- Any stitching is missing, cut or broken.
- Straps have any tears or abrasions.
- Straps show any brittleness.
- Straps show any discoloration.

Earlap

Replace if any of these conditions exist:

- Stitching is missing, cut or broken.
- Nomex layer is discolored, charred or perforated.
- Flannel liner is torn or seared.

Headband

Replace if any of these conditions exist:

- Headband is brittle, torn, cracked, or broken.
- Headband shows holes in material.
- Ratchet can be opened by tugging on legs.

Proximity Firefighting Overcovers & Shrouds

Replace if any of these conditions exist:

- Loss of reflectivity.
- Loss of reflective coatings.
- Damage or loss of functionality of overcover to helmet attachment.
- Damage or loss of functionality of shroud to helmet attachment.
- Distortion of face opening, resulting in gaps around faceshield.

The Cairns Fire Helmet Owner's Guide (MSA P/N 10043529) is available on ***www.MSAfire.com****.*

For specific proximity gear instructions, see MSA P/N 10042222, available on ***www.MSAfire.com****.*

Advanced Cleaning

The only difference between routine cleaning and advanced cleaning of Cairns Fire Helmets in the NFPA 1851, 2014 specification is that all detachable items be removed from the helmet and cleaned separately. This requirement includes eye protection, headband liners and impact cap (if applicable).

Advanced cleaning must be performed yearly (or more often as needed). Instructions for disassembling each type of Cairns Fire Helmet model for advanced cleaning are found in the Cairns Fire Helmet Owner's Guide (MSA P/N 10043529), available on www.MSAfire.com.

The following helmet models have impact caps that must be removed and cleaned: Cairns 1010, Cairns 1044, 660C Metro, Invader 664, Structural 360S, Rescue 360R, and Commando HP3 Helmets.

Houston N6A and New Yorker N5A Leather Helmets employ impact caps, but the caps are only factory-removable and are not considered to be detachable items.

NFPA 1851, 2014, "Advanced Cleaning and Decontamination" specifies that advanced cleaning be performed only by members of the organization who have been trained to a level required by the manufacturer.

Cairns Fire Helmets are designed to be simple to repair and maintain, and can be completely disassembled and reassembled by reading, understanding and following instructions in the Cairns Fire Helmet Owner's Guide. MSA does not require any additional training to complete advanced cleaning of Cairns Fire Helmets.

Records of advanced cleaning should be maintained on Cairns Fire Helmet Tracking Forms (ID 3600-46 or pages 8-11 of this Guide).

Advanced Inspection

NFPA-1851:2014 states that advanced inspection should be performed at least every 12 months, or when routine inspection indicates that a problem may exist. Advanced inspection includes disassembly of helmet components in order for each "layer" to be thoroughly evaluated. Advanced inspection should focus upon soiling, contamination, physical damage (including cracks, dents, abrasions, thermal damage, rips, tears, cuts, etc.), loss of physical integrity (ultraviolet or chemical degradation), missing hardware or components, and impact cap damage, among other criteria. To perform advanced inspection, refer to the Cairns Fire Helmet Owner's Guide (MSA P/N 10043529), available on www.MSAfire.com.

The following helmet models have impact caps that must be removed and inspected: Cairns 1010, Cairns 1044, 660C Metro, Invader 664, Structural 360S, Rescue 360R, and Commando HP3 Helmets.

Houston N6A and New Yorker N5A Leather Helmets employ impact caps; however, impact caps are factory-removable only and are not considered to be detachable items.

After removal of the impact cap, use the inspection guidelines shown at right.

NFPA 1851, 2014, "Advanced Inspection," specifies that advanced inspection be performed only by members of the organization who have been trained to a level required by the manufacturer.

Cairns Fire Helmets are designed to be simple to repair and maintain, and can be completely disassembled, inspected and reassembled by reading, understanding and following instructions in the Cairns Fire Helmet Owner's Guide. MSA does not require any additional training to complete advanced inspections.

Records of advanced inspection should be maintained on Cairns Fire Helmet Tracking Forms (ID 3600-46 or pages 8-11 of this Guide).

Impact Inspection

After removal of impact cap, replace if any of these conditions exist:

- You see a *halo* effect (ring of discolored foam).
- You find cracking and/or brittleness.
- You see evidence of impact.
- TubeLock System is cracked, mishapen or shows any signs of damage.
- Defender Visor suspension tie is broken.
- Impact cap liner/ring shows holes or blistering.
- Earlaps are missing Velcro.
- Impact cap is cracked or deformed.

Repair

Your Cairns Fire Helmet is designed to be easy to maintain and repair. Repairs are necessary ONLY when inspection criteria are not met for your particular Cairns Fire Helmet type. Replacement parts can be ordered by calling your authorized MSA Cairns Dealer or MSA Customer Service at 1-800-MSA-FIRE.

NFPA 1851, 2014, "Repair," specifies that repairs be performed only by members of the organization who have been trained to a level required by the manufacturer.

Cairns Fire Helmets can be completely disassembled and reassembled by reading, understanding and following instructions in the Cairns Fire Helmet Owner's Guide. With the exception of MSA Cairns Leather Fire Helmets, MSA does not require any additional training to complete repairs on most Cairns Fire Helmets.

MSA Cairns Leather Helmet repairs can be made **only** by MSA at the Cairns Fire Helmet factory. If the following repairs are needed on a Cairns Leather Helmet, the helmet must be sent to the factory:

- *Repaint*
- *Replace earlap*
- *Replace impact cap*
- *Replace chinstrap*
- *Replace faceshield/hardware*
- *Replace D-ring*
- *Replace suspension system*
- *Replace front holder*
- *Replace ratchet*

Records of all helmet repairs should be maintained on Cairns Fire Helmet Tracking Forms. Please call MSA Customer Service at 1-877-MSA-FIRE to initiate the repair process.

Retirement of Fire Helmets

In most cases, Cairns Fire Helmets can be repaired and kept in service. However, if a Cairns Fire Helmet is damaged beyond repair, the helmet must be taken out of service and replaced.

In addition to fire helmet retirement due to damage, NFPA 1851 2014 Edition, specifies that the fire helmet be retired 10 years after date of manufacture. The Cairns Fire Helmet Tracking Form should be used to maintain your helmet's age and repair records. Your helmet must be retired when 10 years of age is reached. **If parts have been replaced throughout the the helmet's life, the helmet must be retired when its oldest component reaches 10 years.**

Records of all helmet retirements should be maintained on Cairns Fire Helmet Tracking Form (ID 3600-46 or pages 8-11 of this Guide) or on www.MSAfire.com.

Optional Online Certification

Optional quiz and training certificate are available if your organization requires documented understanding of Cairns Fire Helmet NFPA 1851 compliance training. This certification can be obtained by successfully completing a short online quiz to demonstrate your knowledge of Cairns Fire Helmets and NFPA 1851.

Go to the Fire Helmets page on www.MSAsafety.com and follow instructions to complete the quiz. Your certificate will be immediately available for printing or saving after successfully completing the quiz.

Cairns® **Fire Helmet Tracking Form**

MSA
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Helmet issued to: _____

Date issued: _____

Condition when issued: _____

Helmet Model _____

- ☐ Houston N6A® Helmet
- ☐ 660C Metro® Helmet
- ☐ Structural 360S® Helmet
- ☐ New Yorker N5A® Helmet
- ☐ Invader 664® Helmet
- ☐ Rescue 360R-13 Helmet
- ☐ Cairns 1010 Helmet
- ☐ Commando HP3® Helmet
- ☐ Rescue 360R Helmet
- ☐ Cairns 1044 Helmet
- ☐ 880 Traditional® Helmet
- Other _____

Helmet serial number: _____

Manufactured on: Month: Year: _____

Date retired: _____

Date disposed of: _____

Disposal method: _____

ID 3600-46-MC / January 2015
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Cairns® **Fire Helmet Tracking Form**

Advanced Inspection

Date	Performed by	Reason
Findings		
Date	Performed by	Reason
Findings		
Date	Performed by	Reason
Findings		
Date	Performed by	Reason
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Cairns® **Fire Helmet Tracking Form**

Advanced Cleaning

Date	Performed by	Reason
Findings		
Date	Performed by	Reason
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Date	Performed by	Reason
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Date	Performed by	Reason
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Cairns® **Fire Helmet Tracking Form**

Repairs

Date	Performed by	Reason
Findings		
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MSA
The Safety Company

Note: This Bulletin contains only a general description of the products shown. While uses and performance capabilities are described, under no circumstances shall the products be used by untrained or unqualified individuals and not until the product instructions including any warnings or cautions provided have been thoroughly read and understood. Only they contain the complete and detailed information concerning proper use and care of these products.

ID 3600-45-MC / January 2015
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MSA – The Safety Company
1000 Cranberry Woods Drive
Cranberry Township, PA 16066 USA
Phone 724-776-8600
www.MSAsafety.com

U.S. Customer Service Center
Phone 1-800-MSA-FIRE
Fax 1-800-967-0398

MSA Canada
Phone 1-800-672-2222
Fax 1-800-967-0398

MSA Mexico
Phone 01 800 672 7222
Fax 52 - 44 2227 3943

MSA International
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Fax 724-741-1553
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Have an ACE up your sleeve!

Commander ACE™

High-performance structural firefighting gloves with exceptional thermal protection, optimal dexterity and Advanced Cuff Engagement for easy donning and doffing.

FEATURES & BENEFITS INCLUDE:

- An enhanced cuff/turnout sleeve interface for easy donning and doffing – even when wet
- Lite N Dri™ in the back of the hand, combined with a Kovenex® lining, for maximum thermal protection
- A sleek, all-black design that complements any turnout
- A gunn-cut design for optimal dexterity and fit
- CROSSTECH® Insert with Film Technology for lightweight, breathable, liquid penetration protection
- Split grain leather provides ample cut resistance
- Available in sizes XXS to 4XL

(PRODUCT #LPG928BK)

LION®
ready for action

To learn more about the Commander ACE and other LION first responder gloves, contact your LION Protective Gloves sales representative or visit www.lionprotect.com/protective-gloves.

5/15

PO Box 248
Lehighton, PA 18235
Phone: 610-377-6273
Fax: 610-377-6221
cs@majhoods.com
www.majhoods.com

Ultra C6

Material Content: 65% Oxidized Polyacrylonitrile (OPF)/ 35% artificial tri-blend
Material Construction: 1 x 1 Rib Knit
Material Weight: 6.5 oz / yd^2 (+1 / -.5)
Material Color Black (Standard)
Color Options Available

FABRIC PERFORMANCE VALUES

THERMAL PROTECTIVE PERFORMANCE (TPP)

	2 ply - as received	33.1 cal/cm^2
	2 ply - after 5 washes	

HOOD MATERIAL BURST STRENGTH

402 N

FLAME RESISTANCE TEST

After Flame	as received	0 seconds
	after 5 washes	0 seconds
Char Length (wales x cour	as received	4 mm x 4 mm
	after 5 washes	3 mm x 3 mm

CLEANING SHRINKAGE RESISTANCE TEST

Hood Measurement	0%
Face Opening Measurement	4%

HEAT AND THERMAL SHRINKAGE RESISTANCE TEST

Hood Measurement	as received	0%
	after 5 washes	3%
Face Opening Measureme	as received	3%
	after 5 washes	5%

SEAM BREAKING STRENGTH TEST

573 N

MELT, DRIP, IGNITE, SEPARATE WHEN EXPOSED TO FLAME

None

ARC THERMAL PERFORMANCE VALUE (ATPV)

1 ply	10.6 cal/cm^2 (HRC 2)
2 ply	31.5 cal/cm^2 (HRC 3)

HEAT ATTENUATION FACTOR (HAF)

1 ply	79.1%
2 ply	92.1%

4th generation advanced CARBON technology
3 elements needed for fire = Oxygen, Heat, and Fuel
Without one element, a fire cannot start or continue
When exposed to flame, C6 fibers expand,
creating an Oxygen starved environment
so fire cannot continue. Material is self extinguishing
Inherently flame resistant (no harsh chemical treatments)
Odor neutralizing, Anti-Static, Low Heat Conductivity
Maintains performance values after laundering
Finished to minimize shrinkage
Rib knit allows for stretch and shape retention

Majestic Fire Apparel is a vertical manufacturer
Knitting our own fire retardant materials for over 16 years
We knit, cut, sew, and ship - all from our location in PA
MADE IN USA

NFPA 70E PERFORMANCE SPECIFICATIONS OF
ASTM F 1959/F 1959M-06ae1:
HRC Level 1 = minimum 5 cal/cm^2 to 7 cal/cm^2
HRC Level 2 = minimum 8 cal/cm^2 to 24 cal/cm^2
HRC Level 3 = minimum 25 cal/cm^2 to 39 cal/cm^2
HRC Level 4 = minimum 40 cal/cm^2 and over

Meets CAL-OSHA Requirements
Passes Federal Test 191, Method 5903.2; CAL OSHA Sections 3406(d)
Complies with OSHA Rule 29 CFR Part 1910, 269

Fabric Performance Values in accordance with NFPA 1971-2013 test report dated 9/9/2014 performed by Underwriters Laboratories
ATPV and HAF values found in accordance with ASTM International Standard Test Method F1959-1999. Tests performed by Hugh Hoagland
all weights and measurements are approximate

NFPA 1851 COMPLIANT

IT'S SIMPLE...
IT'S ALL ABOUT PROTECTION... AND SAFETY!!!

Proudly serving the Long Beach Fire Department

CITROSQUEEZE

TURNOUT, PPE, AND LIFELINE CLEANER

Preserve the protective quality of your gear with **CitroSqueeze®**, the turnout gear cleaner used by some of the largest US fire departments and by authorized turnout gear cleaning and repair centers nationwide.

Available in quarts, gallons, 5 gallons, as well as 55 gallon drums and 255 gallon totes. Read product label for specific detailed info.

PPE and NFPA 1851

By now everyone has heard about NFPA 1851 and understands the importance of keeping your Personal Protection Equipment clean. The tradition of grimy, soiled turnouts as your "badge of courage" is not only a really old-fashion idea; it could become a deadly habit. Dirt and grime from fires aren't only extremely hazardous themselves; they dangerously reduce the protective quality of turnouts and PPE fabrics and can often ignite. It's simple; ***the cleaner your PPE the safer your PPE***.

CitroSqueeze® helps maintain the protective quality of turnout apparel. It is ***the PPE cleaner tested and proven safe*** by Dupont, Southern Mills, W.L. Gore & Assocs. (Germany), 3M Products, Safety Components International, Inc., and CIBA Specialty Chemicals*.

**See reverse for product specific info.*

SC PRODUCTS

888. 270. 4237

Manufactured and Distributed by Solutions
Irving, TX 75039 • **www.solutionssafety.com**

NFPA 1851 COMPLIANT

CITROSQUEEZE®

TURNOUT, PPE, AND LIFELINE CLEANER

CitroSqueeze® is available in 1 quart, 1 gallon, 5 gallon, 55 gallon drums and 255 gallon totes.

***CitroSqueeze®, helps maintain the protective quality of turnout apparel. It is the PPE cleaner tested and proven safe by Dupont for cleaning Nomex®, Southern Mills for cleaning P.B.I.® and Kevlar® fabrics, W.L. Gore & Assocs. (Germany) for cleaning Gore-tex®, 3M Products for cleaning specific Scotchlite® Retroreflective Firecoat Trims #8486/7, 9825, 8930, 8935, 8986/7, 9910, & 9486/7, and Safety Components International, Inc. & CIBA Specialty Chemicals for cleaning the isodri® System (outer shell fabric).**

For firefighters, smoke, back drafts and suffocation are all obvious hazards on the job, but one of the tools of the trade can be the deadliest threat of all. Soiled and improperly maintained TURNOUT GEAR seriously endangers the lives of firefighters and rescue personnel. Hydrocarbons from fire, smoke and ash become embedded in the protective fabrics, thereby reducing thermal protection, causing turnouts to absorb more radiant heat. When exposed to the right situation these contaminants on PPE are ignitable and a conductor of electricity rather than an insulator. Potentially even more menacing are the carcin-ogens that become embedded in the fabric. These can be easily transferred onto the skin and eventually absorbed right into the bloodstream. This hidden peril affects not only the firefighters, but ultimately their loved-ones, families and even the general public.

Solutions carries a complete line of cleaning products and disinfectants that are designed specifically with Fire Department and EMT needs and requirements in mind, and available in 1 quart, 1 gallon, 5 gallon, 55 gallon drums and 250 gallon totes. Contact Solutions to learn more about CitroSqueeze®, Station One™ and SC-14™.

CitroSqueeze® is formulated to remove the harmful and stubborn hydrocarbons and soils resulting from fires and chemical spills, while maintaining the integrity of your turnout gear. It is a specially formulated cleaner that meets the NFPA 1851 Standard. CitroSqueeze® is biodegradable, has near-neutral pH levels, is environmentally safe and user-friendly.

NFPA 1851 **The NFPA 1851 Standard** is the nationally recognized, National Fire Protection Association Standard that defines selection, care and maintenance of Structural Fire Protective Ensembles. Compliance with this directive substantially reduces the safety risks and potential health hazards of poorly maintained, contaminated structural fire protection ensembles. To learn more about the NPFA 1851 Standard, visit www.citrosqueeze.com.

SC PRODUCTS

888. 270. 4237

Manufactured and Distributed by Solutions, Irving, TX 75039

www.solutionssafety.com

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Vendor Name:_____ C-_____

(For City of Glendale Use Only)

CITY OF GLENDALE
MATERIALS MANAGEMENT
INVITATION FOR BIDS

SOLICITATION NUMBER: **IFB 16-31**

PUBLISHED DATE: **FEBRUARY 11, 2016**

TITLE: **FIREFIGHTER TURNOUT GEAR**

BID DUE DATE AND TIME: **MARCH 1, 2016 BEFORE 2:00 PM (Local Time)**

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

SUBMITTAL LOCATION:

City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

The City of Glendale is closed in honor of President's Day, Monday, February 15, 2016.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. **See Paragraph 2.2 for additional instructions for preparing a bid.**

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact**:**

Crista Clevenger, Contract Analyst
(623) 930-2865
CClevenger@Glendaleaz.com

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1.0 SPECIFICATIONS

1.1 PURPOSE AND SCOPE:

It is the intent of the City of Glendale Fire Department to purchase firefighter personal protective equipment, hereafter referred to as PPE, on an "as needed" basis. Bid specifications shall define the minimum requirements and standards for the manufacturer furnishing items required including firefighting helmets, turnout coats and turnout pants, hoods, gloves, boots and turnout cleaner/soap.

In the absence of specific comment on particular items, the industry standard practice will be presumed to prevail. Workmanship and quality shall be of the highest quality throughout. The safety of our members is our primary concern, considering that, some items that are specified are not subject to exception.

1.2 COMPLIANCE OF STANDARDS AND REGULATIONS:

Section1.2.1 through Section 1.2.17 Shall apply to all PPE purchased by the City via this solicitation which shall include helmets, turnout coats and turnout pants, hoods, gloves, and boots.

Manufacturer shall be tested and certified compliant to all performance and design requirements of (**NATIONAL FIRE PROTECTION ASSOCIATION)** NFPA 1971 and NFPA 1851.

NFPA does not recommend any particular lab or certification organization, and they must all meet the same standardized and accepted requirements. Upon City request the manufacturer shall submit written verification that the items being offered meet or exceed all requirements of NFPA 1971 (2013 Edition) and NFPA 1851 (2014 Edition).

All subsequent mention of NFPA 1971 will be the 2013 edition; NFPA 1851 will be the 2014 edition.

All garments produced shall meet or exceed the applicable criteria set forth in**:**

- NFPA 1971, STANDARD ON PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING
- NFPA 1851, STANDARD ON SELECTION, CARE, AND MAINTENANCE OF PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING
- FED-OSHA CFR 1910, Subpart L,
- OHSA 29 CFR Part 1910.1030

1.2.1 NFPA CERTIFICATION/TRAINING: With the ever changing advancements in technologies of care and maintenance of protective clothing, the City requires the manufacturer to provide training, certification and re-certification in accordance to manufacturer guidelines and NFPA standards. This education will include the care and maintenance of repairing and inspecting turnout garments with the manufacturer and a representative of Glendale Fire Department. With the provided information, the City must be able to train and certify other city members to render care and maintenance. Any additional needs or requirements identified in any updates any NFPA Standards applicable must be conveyed to the City of Glendale Fire Department representative. This training shall be at no cost to the City.

1.2.2 CERTIFICATIONS AND ADDITIONAL MANUFACTURER REQUIREMENTS: Each proposal shall include complete Underwriters Laboratories certification documents for the manufacturer, materials and seam strength tests on all items proposed. All UL certification documents shall be made available, certifying all proposed products upon request. All garments must be tested and listed by Underwriter's.

1.2.3 SAMPLES: Samples may be requested by the City's Fire Department as part of the evaluation process. If samples are requested for fit, One (1) sample will be required. If samples are requested for field testing, Eight (8) samples will be required. The warranty shall accompany said sample(s). The Bidder shall supply the sample(s) to the City, at no cost to the City, and the sample(s) shall become the property of the City of Glendale Fire Department and will not be returned.

1.2.4 RESEARCH AND DEVELOPMENT: With the ever changing advancements in technologies of fabrics and designs for protective clothing, we will require assistance in research and development from the manufacturer. Those requirements are as follows: There shall be a research and development opportunity for Fire protective items, with the manufacturer or distributor and a representative of Glendale Fire Department. This assembly shall be at a mutually agreed place and time, at least once per contracted year and shall be at no cost to the City. The manufacturer shall provide research and development items at no cost to the City, if requested. The wear test shall include new technology fabrics and/or designs and must be approved by Glendale Fire Department prior to construction.

The City of Glendale reserves the right to be a part of wear testing any new products of research and development. Any wear test sample(s) shall comply with 1.2.3.

1.2.5 NEW PRODUCT AVAILABILITY: If any awarded contract brand creates a new product during the life of this contract, the City's Fire Department shall have the option to purchase items at a brand discount. The discount shall be a percentage of the list price for any other awarded brand products, not specifically listed, that may be requested due to operational needs at a 20% reduced retail price.

1.2.6 DISCONTINUATION OF CONTRACTED ITEM: If the manufacturer discontinues a contracted item, the manufacturer or designee shall provide the department with ample warning, minimum of six (6) months, and at least two (2) alternative options that will meet or exceed current contracted item. **Any of these alternative options shall be considered samples and shall comply with 1.2.3.**

1.2.7 LIABILITY CONSIDERATIONS: The manufacturer shall agree to defend the Glendale Fire Department and the City of Glendale, Arizona at the manufacturer's own expense, in any and all suits, actions or proceedings in which the Department is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent as a result of the goods purchased in correlation to this request for proposal. The manufacturer further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against the department. The seller also agrees to hold harmless and indemnify the buyer from any and all licenses, royalty and proprietary fees or costs, including legal fees, which may arise out of buyer's purchase and use of goods supplied by the seller. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

1.2.8 WARRANTY: Manufacturer must provide at time of bid a written statement of warranty terms. Manufacturer shall guarantee items to be free from any defect in material or workmanship for the life of the product. The successful bidder must be able to provide an

immediate remedy of stock and/or support of any warranty replacement needs should they arise within the City specified timeframe (sec. 1.2.9)

All warranty work shall be provided on a no charge basis.

Manufacturer shall describe in detail how they plan to provide warranty repairs during the warranty period. The manufacturer shall designate a local full repair service available on weekdays, and a liaison available to assist the department on a telephone consultation basis, on any warranty, maintenance, order or repair questions. This shall be available during normal business hours.

The awarded manufacturer or local **Independent Service Provider (ISP)** will perform any major repair work on damaged garments at a cost only basis and expedite same, within eight (8) working days, over the life of the contract.

All fabrics and clothing must be manufactured in the United States of America by companies with their assets and incorporation within the United States of America.

1.2.9 DELIVERY: The awarded bidder shall commence shipments F.O.B. the City of Glendale, Fire Department within four (4) weeks after receipt of order. Reorders shall be processed within a similar time frame. For emergencies defined by the department as contamination, new hire firefighter trainee classes and excessive number of emergency related damages the awarded manufacturer shall agree to provide at no extra cost, delivery within ten (10) days. **There shall be no oversize up charging or additional costs on garments outside the "normal" range of sizes.**

All deliveries shall be made between the hours of 6:30 a.m. and 2:30 p.m., local time, Monday through Friday, excluding City holidays. Deliveries shall be made to:

City of Glendale
Attention: Fire Department
6210 W. Myrtle Avenue,
Suite 181, Bldg N.
Glendale, Arizona 85301
623-930-2690

1.2.10 USER INFORMATION GUIDE: Each garment shall include a User Information Guide with information required by NFPA 1971.

1.2.11 CLEANING INSTRUCTIONS: The manufacturer shall provide instructions for cleaning and care of the garment, including limitations in a form designed for the end user (firefighter). These instructions shall be packaged with each garment along with a summary sheet describing garment specifications, sizing and production details. This written information is to be in complete compliance with all applicable NFPA guidelines, and shall reference same. Garment washing, break in requirements, and retirement considerations shall be clearly defined.

1.2.12 TRACEABILITY: The manufacturer will have in place a computerized current traceability program that allows the assignment of a production control number to each garment and traceability from that control number down to individual bolts of fabric or materials used in all layers of the garment. This will include the ability to track individual work stations that processed the garment. Production control number shall be recorded on the garment label and on another protected area of the garment in permanent ink.

1.2.13 LABELING: Label will be permanently attached and state all NFPA Standard requirements are met. The ink used for providing this information shall be capable of surviving normal use and washing, remain readable for the life of the garment. Label shall be durable and include the name or designation of manufacturer; model; name or style number; lot or serial number; size; date of certification tests; patent numbers; cleaning and care instructions.

Any additional Hang-up loops, bindings, labels or production labels shall comply with NFPA 1971 Flame Resistance Test One for vertical flammability of cloth.

1.2.14 QUALITY: Bidder expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Should there be a quality issue, manufacturer shall address said issue immediately.

1.2.15 WORKMANSHIP: Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

1.2.16 REPAIR AND REPLACEMENT PARTS: Repair or replacement parts for existing equipment may NOT be accomplished by using any other than original or manufacturer approved replacement parts. All parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

1.2.17 BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Bidder's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of the City representatives, the Bidder shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Bidder or any subcontractors including dates, disposition and resolutions.
- The City further reserves the right to make unannounced inspections of the Bidder's facilities (during normal business hours).

1.3 STRUCTURAL HELMET – CONSTRUCTION REQUIREMENTS:

This specification details minimum requirements for materials, design and construction features to be incorporated in structural firefighting helmets. Hereafter referred to as, helmet. Each manufacturer must carefully read these specifications and respond to any and all requests for compliance. Failure to do so may be the cause for rejection of the bid.

1.3.1 COMPLIANCE OF STANDARDS AND REGULATIONS *– Refer to Section 1.2*

1.3.2 OUTERSHELL - Shall be of a high pressure molded construction to form the composite material. The entire outer shell shall be composed of a blend of 60% random chopped fiberglass, and 40% FR resins, FR additives and colored pigments shall be available in colors of black, white, red, yellow and green. The color shall be molded throughout. Paint or

coatings on the shell are not acceptable due to the inherent problems with chipping and durability.

The design of the helmet shall be of modern design and not the “traditional” style. Brim shall be down sloping and there shall be a strengthening rib down the center of the helmet running front to rear. Shell minimum thickness shall be .070"

1.3.3 SUSPENSION SYSTEM - The suspension shall be of an eight way universally adjustable design that is completely isolated from any external heat exposure. The suspension system shall allow for a low center of gravity for the wearer.

1.3.4 BRIM EDGE TRIM - The brim edge trim on all helmets shall be back impact resistant and fire resistive. All beading shall be bonded to the helmet edge with high temperature resistant adhesive. Preferably, the helmet shall have a high-temperature edge trim with a metal core.

1.3.5 HELMET HARDWARE AND THREAD REQUIREMENTS -
All threaded rods, machine bolts and screws, dowel rods and hex nuts shall be stainless steel. All dome nuts, acorn nuts and threaded inserts where used ion molded parts shall be solid brass. All split style lock washers used shall be bronze. Postman slides for chinstraps shall be nickel plated zinc alloy. Quick release buckles for chinstraps shall be Delrin large style. No rivets of any kind are permissible in the assembly of this helmet. All flat washers shall be stainless steel. All thread used in the earflaps shall be of Nomex Craq Spun Tex 70.

1.3.6 HELMET HANGER LOOP AND BRACKET - A circular hanger loop with at least one inch inside dimension shall be mounted at the rear of the helmet brim and shall be held in place by means of a bracket. Both of these components shall be gold anodized and fastened to the helmet with a machine bolt, lock washer and dome nut meeting hardware specifications aforementioned.

1.3.7 FACE SHIELD MOUNTING BRACKETS - Shall be aluminum or a fiber reinforced thermoplastic with threaded inserts to accept mounting bolts. Brackets shall be mounted using bolts that pass from below, then upward through the brim using the aforementioned hardware.

1.3.8 INTERNAL PROTECTION SYSTEM - The preference is for a helmet that does not require an internal protection system due to the added weight; however, if an internal protection system is required, it shall be comprised of a two part system with at least a .125" thick piece of expanded thermo plastic against the outer shell. The inner liner next to the wearer’s head shall be of a strip of monolithic .100" polycarbonate.

1.3.9 SUSPENSION HEADBAND AND RETENTION SYSTEMS - The suspension, headband and retention systems shall be comprised of the following components: suspension mounting ring; adjustable headband ratchet with padding - easily replaceable, washable and padded coverings for the headband and ratchet; and eight way overhead suspension system.

Suspension mounting ring shall be of injection molded high temperature thermo-plastic and firmly attached to the shell with two bolts each at the right and left side molded in areas, and one screw each at the front and the rear using hardware that meets specs. The mounting ring shall have eight bosses to accept the mounting tabs for the overhead suspension system. The minimum bottom of the ring opening shall be of no less than 19.6 cm from side to side, and no less than 23.5 cm front to rear to accommodate personnel with larger heads and the use of specialized firefighting gear.

Padded headband excluding ratchet assembly shall consist of a one piece injection molded part for strength, durability and comfort. Multi piece headbands are unacceptable.

Self-extinguishing ¼" thick padding shall be applied with pressure sensitive adhesive and run from above and behind each ear and all the way around the brow, while using a separate piece to cover the contact area of the ratchet.

The headband will mount to the suspension tabs by a "T" connector that fits through the suspension tabs at the four diagonal bosses. Each tab and boss shall allow for four adjustable headband settings. The sizing of the headband shall allow for firefighter's heads having measurements of 6 to 9.5 which will eliminate the need for multiple separate sizes of headbands.

The headband ratchet cover will be made using black 7.0 ounce FR cotton low pilling twill laminated to breathable .135" FR padding. The FR padding in turn shall then be laminated to a layer of breathable black Veltex. Both the headband and ratchet cover shall completely wrap around their respective components and be removable or replaceable for washing and or replacement purposes by means of hook fastener tape.

1.3.10 EYE PROTECTION MOUNTING SYSTEM - Shall be NFPA 1971 certified and shall be provided by use of non-conductive materials. Mounting bracket shall be aluminum injection molded, non-conductive fiber reinforced thermo-plastic. Brackets shall provide for easy one handed operation. Face shields shall be 4" by .110" APEC with reinforced end covers.

1.3.11 REFLECTIVE TRIM - Reflective trim shall be five lime yellow 1'x4' reflexite bars, two on each side and one centered on the rear of the brim.

1.3.12 EAR COVERS/FLAPS - Standard ear covers shall be constructed in the following manner: an outer layer of 7.5 oz Basophil nomex fabric preferably golden brown; an inner layer of 7.0 oz FR cotton flannel and a ½" Nomex webbing mounting strip along the top outside edge. Nomex tape mounting strip shall be looped over the four diagonal suspension /headband mounting tabs and the fifth tab at the center rear when the suspension/headband is installed.

1.3.13 WINTER LINER - A winter liner to provide padding and heat protection will be provided to place in the crown portion of the suspension and shall be constructed of the same materials as the earflaps.

1.3.14 CHINSTRAP - The chinstrap shall be made of ¾" black Nomex spun fiber webbing and incorporate a quick release buckle on the wearer's right side; with a postman slide length adjustment on the wearer's left side. The loose end of the strap shall feature storage by means of a Velcro hook and loop fastener strap. Strap shall be installed by inserting the looped ends of the chinstrap up and through the slots in the bottom of the wings on the suspension mounting ring. Retention of the chinstrap shall be made by inserting dowel pins meeting the hardware specifications through the end loops before the mounting ring is installed.

1.3.15 WARRANTY - Manufacturer must provide at time of bid a written statement of warranty terms. Manufacturer shall guarantee the helmets to be free from any defect in material or workmanship for the life of the product. Manufacturer shall guarantee for five (5) years, from the date of manufacturer, the shell against damage or the ability to wear out during normal firefighting and or training activities. This warranty excludes helmets for parts that are lost due to acts of nature or negligence. The successful bidder must be able to provide a local distributor with stock to support any warranty replacement needs should they arise.

1.4 <u>TURNOUT GARMENT/COAT AND PANT – CONSTRUCTION REQUIREMENTS</u>:
It is the desire of the City of Glendale, Arizona, Fire Department that the coat and pant be manufactured by the same provider, to insure consistency, and to avoid liability and interface

problems. Manufacturer warranty terms and duration shall be the same for the turnout coat and turnout pant and shall be provided on a no charge basis.

1.4.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.4.2 ADDITIONAL LABELING: The garment shall provide head to toe blood-borne pathogen resistance protection, including the interface areas, as defined by the NFPA 1971 Viral Penetration Resistance Test using the Phi-X174 bacteriophage, in conjunction with the NFPA 1971 Whole garment Liquid Penetration Test.

TRACKING LABEL SYSTEM: There shall be a two (2) dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information on every separable layer in an obvious location:

a) Unique serial number
b) Item description (size, brand, model, material color)
c) Lot information (date of mfg., size, etc.)
d) Material content
e) The standard to which the garment is compliant
f.) Warnings

1.4.3 THREAD: The thread used in the construction of the coat and pant shall be the same, all thread shall be Nomex of minimum TEX T-60. Seam minimums:

a) All major A Seams should be a minimum of TEX T-90
b) All non-major A Seams should be a minimum of TEX T-60
c) All major B Seams should be a minimum of TEX T-60
d) All moisture barrier seams should be a minimum of TEX T-80
e) All safety serge stich seams on thermal liners can be a combination of TEX T-90 and TEX T-60

1.4.4 STITCH METHODS: The stitching methods used in the construction of the coat and pant shall be the same. In addition, all moisture barrier seams shall be tape sealed to meet NFPA liquid penetration requirements as per NFPA 1971.

Stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly, shall be reinforced using a forty-two (42) stitch minimum bar tack.

NOTE: There shall be no raw edges in any uncoated fabrics.

NOTE: All reinforcements at points of strain shall be accomplished with forty-two (42) stitch bar tacks.

1.4.5 MATERIALS FOR COAT AND PANTS: The turnout garment shall be constructed of the following materials in the following multi-layer configuration. The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 40.2 and a Total Heat Loss (THL) of not less than 271.3 when tested in accordance with NFPA 1971 standard. The turnout coat and pant shall be of the same materials and configuration.

1.4.6 OUTER SHELL MATERIAL: The outer shell shall be constructed PBI® Max, 7oz with Filament Twill Technology™; 70% PBI®/DuPont KEVLAR® spun yarns/30% 600 denier DuPont Kevlar Filament with an extremely durable FPE water resistant Teflon® FPE alloy finish. The coat and pant color shall be Natural in color.

1.4.7 MOISTURE BARRIER MATERIAL: The moisture barrier shall be constructed of CROSSTECH® Black, (Type 2F); NFPA 1851 (2014 edition), 5.0 oz/sq yard. Moisture barrier shall be installed in the garment between the outer shell and the thermal liner. Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. Systems that leave the thermal liner unprotected against fireground liquids and other contaminants are unacceptable. All moisture barrier seams shall be sealed as required by NFPA 1971.

1.4.8 BREATHABILITY REQUIREMENTS: Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom options section, all materials used in the construction of the garments shall be breathable.

1.4.9 THERMAL LINER: The thermal liner shall be comprised of Glide™ high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz/sq/yd. The Kevlar filament yarns shall represent no less than 60% of the face cloth's composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Nomex spun yarns, with superior wicking characteristics, shall be used to promote moisture management within the garment. The Glide™ face cloth shall be quilted to one layer of apertured (11-13 apertures/sq. inch) spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd with a Teflon® finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying. An additional layer of 3.0+ oz. /sq. yd. NOMEX® Chambray face cloth with a Teflon finish shall be positioned toward the outer shell. This layer provides additional thermal insulation and is treated with a Teflon finish to promote minimal moisture storage in the garment as well as promote rapid drying (Total weight +/- 8.0 oz. /sq. yd.)

1.4.10 MOISTURE BARRIER/THERMAL LINER ATTACHMENT: The moisture barrier/ thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a thermoplastic zipper down each front facing, hook and loop along the neck to interface with collar as well as hook and loop and one snap at each sleeve end. The design should provide continuous moisture/blood-borne protection at the sleeve and ankle attachment areas. All other requirements per NFPA standard 1971 will apply.

1.4.11 REINFOREMENT MATERIALS: Reinforcements shall be provided at cuffs, pockets, elbows and shoulders; shall meet the requirements of NFPA 1971.

1.4.11.1 CUFF REINFORCEMENT: Shall be of Black Polymer coated aramid cuff reinforcement to prevent abrasion of the cuff. This shall be a minimum of three inches (3") of total width, for the full circumference of the cuff. The cuff reinforcement on the coat and pant shall be double stitched.

1.4.11.2 SEAM ABRAISION SHIELD: On the inside seam of each pant leg at the cuff and each sleeve at the wrist, shall be an abrasion shield of an additional layer of Black Poly-coated aramid, three-half inches by three inches (3½" wide x 3" long) on the outer shell component to reduce rip out and abrasion friction along the seam.

1.4.11.3 POCKET REINFORCEMENT: BLACK PCA four inches (4") up all four (4) sides on outsides of pockets for reinforcement of the pocket. Any change of certified materials for pocket reinforcements, the manufacturer shall identify the additional cost for the specified material.

1.4.11.4 ELBOW REINFORCEMENT: Shall be of Black Polymer coated KEVLAR® with one-eighth inch (1/8") thick Lite-N-Dri™ cushioning.

1.4.12 REFLECTIVE TRIM: The reflective trim shall consist of three inches (3") Ventilated Scotchlite™ Triple Trim lime/yellow and be of the same materials on the coat and pant.

Reflective trim at the cuffs of sleeves and pants are not to be incorporated into the major A and B seams of the garment. They are to stop a minimum of half an inch (1/2") from the seam on the medial aspect of the legs and the lateral aspect of the arms. Shall comply with requirements as per NFPA 1851.

All reflective trim shall be sewn with four (4) rows lockstitch 301, minimum six (6) stitches per inch for most secure trim attachment.

1.5 COAT CONSTRUCTION REQUIREMENTS:

The turnouts shall be constructed of the above stated materials in a multi-layer configuration for the turnout coat and pant. It is the desire of the City of Glendale, Arizona, Fire Department that the pants be manufactured by the same provider as the coat, to insure consistency, and to avoid liability and interface problems. Manufacturer warranty terms and duration shall be the same for turnout coat as it is stated for turnout pant. All warranty work shall be provided at no cost to the City.

1.5.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.5.2 PATTERNING REQUIREMENTS COAT: Garments be of 3-panel construction in all layers, shall feature Freedom design fully featured with Bi-swing Back for mobility and to eliminate tugging or binding at the shoulders. The design of all three (3) layers shall not have a gap when the firefighter is bending, crawling or climbing. Back shall include a removable accountability patch. Sleeves shall be of full length and of shoulder insert, 2-panel type design. Freedom Elbow design to allow the arm to bend freely while keeping the wrist protected and reducing sleeve travel. The design and cut of the construction throughout the outer shell, moisture barrier and thermal liner should properly interface. The liner should consist of vented features. Underarm bellows shall be included to reduce hem rise and sleeve travel. The Heat Transfer Index rating shall be a minimum of twenty-five (25) seconds for the shoulder when measured at two (2) psi (pounds per square inch). The moisture barrier/thermal liner shall finish no more than one inch (1") from the cuffs and three inches (3") from the hem.

Quilt "Center Cut" Thermal Liner Construction: The moisture barrier shall be completely sewn to a Teflon® treated NOMEX® facecloth at its perimeter. The moisture barrier substrate/facecloth combination will be sewn to the quilted thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. The quilted thermal liner will be oriented toward the wearer. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 3" from thehem.

One piece garments shall not be acceptable in any layers.

1.5.3 THERMAL REINFORCED YOKE: A layer of Semper Dri™, Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two (2) layers of Nomex®/Kevlar® spunlace and a layer of quilted Nomex®/Kevlar® spunlace with no face cloth shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams seven inches (7") down, over the tops of shoulders and down the front approximately 4" ending at the armhole.

1.5.4 **SHELL YOKE REINFORCEMENT:** A layer of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd.)) shall be sewn under shell completely across pleated back approximately seven inches (7") in length. It shall be sewn to the inside of the upper back portion and sleeve eight inches (8") in length and twelve inches (12") across the sleeve.

1.5.5 **INSPECTION PORT**: An inspection port, secured with hook and loop fastener shall be provided in the center left front area to allow the entire interior of the moisture barrier/ thermal liner assembly to be inspected in the field for wear and burn spots without unstitching garment. The port should be a ten inches (10") wide to allow for hydrostatic testing. The Liner Inspection System shall be completely hidden when the liner is properly installed into the outer shell.

1.5.6 **COAT RISE:** with arms extended overhead shall not exceed more than four inches (4") at maximal extension and a minimum of three inches (3") overlap of the outer layer, two inches (2") of thermal layer, must remain over the pant at waist. Shell and liner retraction at the cuff shall not exceed one inch (1") when both arms are raised overhead on properly fitted garments.

1.5.7 **HANG UP LOOP:** a hang up loop made of a triple layer of self-fabric shall be securely reinforced with two forty-two (42) stitch bar tacks on the outside of the coat at the collar seam. Webbing is not acceptable. Hang up loop shall be of a minimum 80 lbs. capacity.

1.5.8 **SIZING:** The sizing shall not allow a gap when the firefighter is bending, crawling or climbing. Sizing: sizing shall be provided in one (1") inch increments including but not limited to, chest size, arm length, coat front and back lengths.

Garments ordered for women members shall be cut on women's patterns, not on modified men's patterns.

Custom sizing shall be provided as needed.

1.5.9 **COAT LENGTH:** The coat shall be designed so that it does not interfere with the natural flexing of the wearer's leg when walking, running or climbing. The coat must at all times provide of at least three inches (3") of overlap when reaching or flexing side to side with the wearer's hands extended overhead, as specified in NFPA 1500. Standard sizing shall be from twenty-nine inch (29") to forty-one inch (41") lengths. Size may be custom tailored for longer bodied firefighters. The coat shall protect against exposure above the waist when bending or reaching.

1.5.10 **LABEL LINER POCKET:** Liner label shall be incorporated into one (1) pocket, eight and a half inches by eight and a half inches (8.5" x 8.5") design located on the front right side of liner and consist of black outer shell material.

1.5.11 **SLEEVES:** Wrist exposure must not occur with overhead extension. Cuff, shell, liner retraction shall not exceed 1 inch (1") when both arms are raised to eliminate wrist exposure. Sleeves shall be of full length and of shoulder insert, 2-panel type design. Pieced in underarm gussets are not acceptable. Sleeves shall be patterned and designed to eliminate coat hem rise.

A combination Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two (2) layers of Nomex®/Kevlar® spunlace and one (1) layer of breathable CROSSTECH® Black (Type 2F) leader shall be sewn no more than one inch (1") back from the combination liner sleeve end to form a sleeve well. Attached by snap and hook and loop sewn full circumference to the end of the thermal liner/CROSSTECH® Black (Type 2F) moisture barrier leader to help secure the combination liner to the outer shell. This sleeve

well shall reduce gaps, water and hazardous materials from entering the sleeve when arms are in a raised position and allow for a full range of motion without binding.

1.5.12 BELLOWS UNDERARMS: Bellows underarm construction shall be used in all layers of the coat-outer shell/moisture barrier/thermal liner-ensuring maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward; shall extend to all inner layers of the coat. The outer shell/moisture barrier/thermal liner bellows shoulder construction shall consist of an underarm and shoulder bellows of elongated football shape not less than eight inches (8") wide by not less than fifteen inches (15") long sewn into each of the coat fabric layers by two-needle construction. The bellows in each layer shall begin at a point corresponding to the front of the armpit, wrap around under the arm and shoulder joint, and terminate at the rear top of the shoulder.

1.5.13 WRISTLET EXTERNAL: External Wristlet: shall consist of 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex, a six inches (6”) long outer wristlet, which shall be mounted to the end of each inner sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/ thermal liner assembly.

1.5.14 WATERWELL AND INTERNAL WRISTLET: A eight inches (8”) isodri® over the hand, consisting of KEVLAR®/NOMEX®/Spandex® wristlet in place to protect from flame and moisture must be featured on every garment. Inner wristlet shall be sewn to the thermal liner sleeve end and not the outer shell. A specified moisture barrier water well with an elastic gather shall be sewn to the moisture barrier sleeve end with all seams sealed to allow maximum channeling of water away from inside the moisture barrier/ thermal liner sleeve end and pass the whole garment water tight integrity test. The thermal liner/wristlet shall be forty-two (42) stitch bar tacked and seam sealed at the junction of the moisture barrier sleeve to water well seam to prevent liner pull out. This inner water well assemble shall be interface capable with the appropriate glove to provide wrist protection during the liquid tight integrity test. The inner wristlet shall provide complete wrist protection from immediate exposures.

1.5.15 COLLAR: Collar flashing shall be of three inches (3”) self-fabric, fully lined with Crosstech® Black lined split collar with hook and loop for attachment to the shell. The collar shall be configured such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. Each collar shall be graded for individual coat sizes. Design shall provide comfort, protection, and confirm the wearer’s neckline is completely protected and not to interfere with SCBA face mask or helmet.

1.5.16 SHOULDER CAPS: A four inches (4") wide area at the top of the shoulders extending six inches (6") from the collar seam shall be capped with self-fabric for abrasion resistance and thermal protection. For additional thermal protection and cushioning, one (1) layer of uninterrupted one-eighth inch (1/8") thick, fire retardant closed-cell foam shall be oriented between the outer shell and the shoulder cap reinforcement.

1.5.17 LINER AND DESIGN ATTACHMENT: Liner shall consist of vented design. Coat inner yoke reinforcement shall be of one (1) layer Semper Dri®, one (1) layer front and back yokes sewn to coat thermal liner for extra thermal protection in a high heat and compression area of the coat. The thermal liner and moisture barrier component shall be completely detachable from the outer shell. The liner front sides shall be attached by thermoplastic zippers with attachment at the neck to the outer shell with hook and loop sewn in the center top edges. The design should provide continuous moisture/blood-borne protection at the front and neck, attachment areas and font sides.

1.5.18 DRAG RESCUE DEVICE: Manufacturer shall supply each coat with a Kevlar Rescue Strap system designed to fit each individual chest size. Each strap is to be properly labeled with Danger Labels that include what chest size the Rescue Strap is designed to fit along with instructions for care installation/removal of the Rescue Strap. Rescue Strap shall be designed in a fashion that it functionally provides a dynamic, articulated action and eliminates excess strapping material from hanging down the back when installed between the garment's liner and outer shell.

The device shall be constructed using two components: a one and a half inch (1.5") Kevlar webbing grab handle; and a free floating loop of Kevlar rope to go around each of the wearer's arm/shoulder. The Kevlar webbing grab handle shall be sized with the center of the loop positioned at the rear of the upper torso and through the grab handle. The grab loop shall extend upward and pass through a reinforced slot in the coat outer shell just below the center rear of the collar seam where it will exit the outer shell with a silver retro-reflective patch attached to the loop handle. The protruding grab loop shall then fold back down over the top of the tunnel and bestowed by Velcro with the pile sewn for the width of the tunnel and the hook sewn on the grab loop. There shall then be an outer shell flap of three inches (3") Red Ventilated reflective trim, set horizontal across flap with four (4) rows lockstitch.

1.5.19 STORM SHIELD/CLOSURE SYSTEM: A storm shield constructed in the Chicago Closure style shall be used. Shall consist of Gore TR7100 PTFE moisture barrier between two (2) layers of self-fabric with an additional thermal layer of Arafil inserted. This will incorporate a double thickness of self-fabric, five inches (5") wide. This shall be mounted on the exterior of the garment on the LEFT side and secured in position with two inches (2") hook and loop Velcro fastener. Closure shall be provided by four (4) hook (stormflap or left side with opening to be facing downward) and four (4) D-Rings (right side) which shall be completely covered by the storm flap. The storm flap shall be attached to the coat with stitching on the left side as worn, with Velcro closure on the right side as worn. Three (3) additional snaps shall be added between the hook and D-Rings for closure reinforcement.

1.5.20 POCKETS: One radio pocket shall be provided, 6.5" high x 3.5" wide x 2" deep. Will consist of outer shell material, polycotton fully lined all three (3) sides inside pocket. Pocket closure shall be secured with Velcro and shall have an antenna notch on both sides with a three inch by three inch (3" x 3") mesh opening. Placement shall be at a one o'clock (01:00) angle, just above chest trim.

There shall be two (2) additional pockets on the front of the coat, one on each side of the closure system at the waist. They shall be KEVLAR® twill fully lined all four sides with BLACK PCA four inches (4") up all four (4) sides on outsides of pockets. They are of bellows style, eight inches high by eight inches wide by two inches deep (8"H x 8"W x 2"D). Closure secured by three (3) pieces of Velcro on flap and one on the pocket. Pockets shall be hanging on coats that are thirty-two (32") or shorter.

All pockets shall have Brass drainage grommets provided in pocket bottom.

1.5.21 REFLECTIVE TRIM: The reflective trim shall consist of three inches (3") Ventilated Scotchlite™ Triple Trim lime/yellow, consisting of one three inches (3") band around each sleeve two inches (2") above the cuff; and one three inches (3") horizontal strip across the front upper torso and an additional strip full circumference on the front and back of the coat, above the hem. An additional, a three inches (3") strip shall extend vertically from the hem trim to the bottom of the yoke in back. **All reflective trim shall be sewn with four rows lockstitch 301, minimum six stitches per inch for most secure trim attachment.**

1.5.22 AMERICAN FLAG: Two inches by three inches (2" x 3") American Flag Emblem of Nomex thread shall be placed on the right sleeve, with stars on upper right corner.

1.5.23 MICROPHONE TAB: There shall be three (3) microphone tabs consisting of triple layer self-fabric: one inch by three inches (1"x 3"). One (1) located on the stormflap two inches (2") below the top, one (1) left, and one (1) right front chest. The placement of the left and right sides shall be just below the collar and next to the stormflap as to not interface with the Self Contained Breathing Apparatus straps.

1.5.24 FLASHLIGHT STRAP: One strap consisting of self-fabric, two inches by twelve inches (2" x 12"), attached by X-stitch and two (2) bar tacks, approximately one and a half inches (1.5") below microphone tab.

1.5.25 GLOVE HOLDER: One strap consisting of self-fabric, two inches by twelve inches (2" x 12"), with Velcro to secure ends. To close with bottom end on top, in a circle when closed. Placed vertically, right of stormflap, secured by X-stitch in center.

1.5.26 SNAP HOLDER: One 2-layer self-fabric flashlight snap holder with two bartacks on right front coat, just above hem trim between pocket and stomflap.

1.5.27 REMOVABLE ACCOUNTABILITY PANEL: shall be of five inches by eighteen inches (5" x 18") patch, consist of two (2) layer self-fabrics; secured with hook and loop, sewn to the top of the patch and the underside of outer layer of the trim and reinforced by two (2) snaps. Lettering shall be of three inches (3") sewn on Lime/Yellow 3M™Scotchlite™ Letters (6-12 characters). Longer names can be of two inches (2") letters.

Lettering shall be FF NAME: 1st initial and last name.

1.6 PANT CONSTRUCTION REQUIREMENTS:

The turnouts shall be constructed of the above stated materials in a multi-layer configuration for the turnout coat and turnout pant. It is the desire of the City of Glendale, Arizona, Fire Department that the pant be manufactured by the same provider as the coat, to insure consistency, and to avoid liability and interface problems. Manufacturer warranty terms and duration shall be the same for turnout pant as it is stated for turnout coat. All warranty work shall be provided on a no charge basis.

1.6.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.6.2 PATTERNING AND DESIGN: The pant shall be multi patterned design to allow for the best optimum balance of comfort, mobility, and protection. Garments shall feature a more tailored fit with contoured legs and knees for better mobility and a radial inseam to reduce tension and add comfort. A radial banded insert runs continuously from the top of knee on one leg, through the crotch area to the top of the opposite knee, reduces tension and adds comfort. Bib style or high back waist or enhanced waist pant are not acceptable.

Legs of the pant shall be boot cut and able to easily slide over the tops of a 14" various brands of structural firefighting turnout boots without hanging up when doffing or causing the boot top to crush in appearance when stowed. Cuff of the pant and lower leg area should not be so tight as to creep up the boot and not fall back to the normal "natural" position when crawling or squatting.

1.6.3 MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be constructed of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two (2) layers of NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd.)), to deter the wicking of moisture up the thermal liner leg of the bottom nine inches

of each thermal leg. The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. The moisture barrier/thermal liner shall finish no more than 3" from the cuffs. For added thermal protection in the knee, an additional layer of uninterrupted 1/8" thick, fire resistant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

1.6.4 MOISTURE BARRIER/THERMAL LINER ATTACHMENT: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Eight (8) evenly spaced snaps shall secure the liner to the integral waistband; two snaps shall be set in leather leg tabs at each leg end and hook and loop on each side of fly facing.

1.6.5 INSPECTION PORT: An inspection port shall be provided at the upper hem of the pant liners secured together with Velcro material, to allow the entire interior to be turned completely inside out for a detailed inspection of the moisture barrier/ thermal liner assembly to be inspected in the field for wear and burn spots without unstitching garment. The port should be a ten inches (10") wide to allow for hydrostatic testing. The Liner Inspection System shall be completely hidden when the liner is properly installed into the outer shell.

1.6.6 SIZING: Pants are to be available on a custom order size basis in one (1) inch waist increments and inseam lengths, including but not limited to, waist measurement and inseam length.

Garments ordered for women members shall be cut on women's patterns, not on modified men's patterns.

1.6.7 KNEE PADDING/THERMAL LAYERING: The manufacturer will provide an additional knee pad with enhanced thermal layering to protect the firefighter from objects while crawling and to provide enhanced TPP, in the knee area. Shall consist of a flexible design and patterning. These pads shall be a minimum of three (3) layers of Lite-N-Dri® foam padding and are attached to the outer shell of the pant. The Heat Transfer Index rating shall be a minimum of 25 seconds for the knee when measured at 8 psi (pounds per square inch). The knee pad shall be made Contoured black Super Fabric knees. The liner shall be internally reinforced at the knee with a separate piece of breathable high temperature, fiber based thermal liner material.

1.6.8 FLY CONSTRUCTION: The outer shell fly shall have an overlapping fly front and be locked stitched to the left side of the front opening and be in proportion to waist size and crotch rise in both length and width. Closure shall be of a thermoplastic zipper inside with 1.5" hook and loop, ¾" hook underneath with double row stitching. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a forty-two (42) stitch bar tack. Additionally, one snap shall be positioned at the inside top of the fly. The storm fly shall be of self-fabric, lined with a four inches (4") strip of CROSSTECH® (Type 2C) moisture barrier material.

1.6.9 BOOT CUT: The back portion of the cuff will gradually curve upward from each side seam to a maximum of 2" at the center back of the pant leg to prevent wear on the back of the cuff.

1.6.10 REFLECTIVE TRIM: The reflective trim shall consist of three inches (3") Ventilated Scotchlite™ Triple Trim lime/yellow, consisting of one strip full circumference around the bottom of the cuff 2"/3" from the bottom cuff. **All reflective trim shall be sewn with four rows lockstitch 301, minimum six stitches/per inch for most secure trim attachment.**

1.6.11 SUSPENDERS: EZH-Back Quick Adjust Non-Stretch suspenders with two inches (2") metal loops shall be included with pant. Color shall be black in a horizontal back strap ("H" cross) design, have four (4) points of attachment, using self-fabric, and leather-reinforced suspender tabs with snaps to secure to pant. The shoulder straps shall be of two inches (2") wide elastic webbing, encapsulated with a long sheath of padding constructed of fire-retardant closed-cell foam laminated to Nomex pajama check substrate with and have a one inch (1") wide lime/yellow Scotchlite strip located the entire length facing outward with two 8" front pull straps for easy adjustment of proper fit. Size shall be determined at time of order and increased or reduced in length accordingly.

1.6.12 BELT AND HARNESS: Two inches (2") wide KEVLAR® belt with two inches (2") self-locking thermoplastic buckle with quick release mechanism. Shall attach to the pant shell by three (3) belt loops, four inches (4") wide by three and a half inches (3.5") high, 2-layers self-fabric, double stitched and bar tacked all four corners. The waist of the pant shall be reinforced on the inside with a layer of self-fabric, not less than one and a half (1.5") in width.

1.6.13 POCKETS: Pants shall be provided with two bellows cargo pockets, fully lined on the outside with BLACK PCA, five inches (5") up. Pockets shall be lined with KEVLAR® on all four (4) sides. Closure shall consist of hook and loop material, with full one and a half inches (1.5") Velcro hook across the entire length of the top outside edge of the pocket three vertical stripes on pocket flap of one and a half inches (1.5") Velcro pile Brass drainage grommets shall be provided in pocket bottom.

Left thigh pocket shall consist of an internal pocket system for tools. Two (2) layers to create six (6) compartments. The materials shall be of self-fabric lined with KEVLAR® on the inside. Dimensions are ten inches wide by nine inches high and two inches expansion (10"wide, and 9"high and a 2").

Right thigh pocket shall consist of split bellow pocket, an internal pocket divide in half vertically with Kevlar twill attached with three (3) snaps to allow for full or half pocket use. Dimensions are nine inches wide, eight inches high and two inches expansion (9"wide, and 8"high and a 2"expansion).

1.6.14 TAKE UP STRAPS: Two (2)fully adjustable take up straps on each side, one inch by ten inches (1" x 10") in length and shall be provided quickly adjust of the waistband to properly allow a snug fit. These straps shall be constructed of two (2) layers of self-fabric and shall have a spring loaded postman's slide fastening device to insure a non-slip fit and bar tacked to shell, pull forward. Plastic fasteners are not acceptable. Leather take up straps are not acceptable.

1.7 STRUCTURAL FIREFIGHTING GLOVES–CONSTRUCTION REQUIREMENTS:

This specification details minimum requirements for materials, design and construction features to be incorporated in structural firefighting gloves. Hereafter referred to as, glove. Each manufacturer must carefully read these specifications and respond to any and all requests for compliance. **Failure to do so may be the cause for rejection of the bid.**

The glove shall be a gunn cut pattern with wing thumb and wrap around index finger. Lining is completely sewn 8 oz S.E.F. Modacrylic, laminated to Gore RT7100 Glove Barrier Fabric. Seams shall be sealed with a DuPont® silicone sealant. The one-piece lining is permanently sewn to the glove shell in the area of the fingertips and wrist as to eliminate the opportunity for lining pullouts. The glove body shall extend 2" above the wrist crease and shall have a shirred elastic snuggler at the wrist.

1.7.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.7.2 OUTERSHELL: Shall be constructed of heavy weight, fire retardant, heat resistant, 3.50 to 4.0 oz., grain elk hide on the glove back. Shelby abrasion resistant, multidirectional fiber structure, brushed pigskin on the palm.

1.7.3 THERMAL LINER: Shall be of 8 oz. S.E.F. Modacrylic fleece laminated to Gove RT7100 glove barrier fabric.

1.7.4 PROTECTIVE BARRIER: Shall be of Gore (PTFE) RT7100 glove barrier fabric and shall be combined (laminated) to the thermal liner. The breathable barrier/thermal liner system shall be individually graded and sized proportionally to human hand sizes.

1.7.5 WRIST PULL: Shall be 3" x 3 ½" round leather pull, sewn to glove body.

1.7.6 HANGER LOOP: Shall be ¼" fire retardant, heat resistant split cowhide.

1.7.7 THREAD: Shall be sewn with high burst strength Kevlar 30/5 lock stitch, 8-10 stitches per inch.

1.7.8 SIZING: Sizing shall be available in XXS, XS, S, M, L, XL, J

1.8 STRUCTURAL FIREFIGHTING HOODS – CONSTRUCTION REQUIREMENTS:

This specification details minimum requirements for materials, design and construction features to be incorporated in structural firefighting hoods. Hereafter referred to as, hood. Each manufacturer must carefully read these specifications and respond to any and all requests for compliance. **Failure to do so may be the cause for rejection of the bid.**

1.8.1 COMPLIANCE OF STANDARDS AND REGULATIONS - *Refer to Section 1.2*

1.8.2 MATERIAL SPECIFICATIONS: The overall construction of the hood shall be manufactured with Ultra C6 fabric of 65% Oxidized Polyacrylonitrile (OPF) and 35% artificial tri-blend of 1 x 1 Rib Knit. The material weight shall be 6.5 oz / yd^2 (+1 / -.5)

1.8.3 FABRIC PERFORMANCE VALUES: The Hood fabric shall be self-extinguishing, inherently flame resistant, odor neutralizing, anti-static, with low heat conductivity. Fabric shall maintain performance values after laundering and finished to minimize shrinkage. Rib Knit shall allow for stretch and shape retention.

1.8.4 THERMAL PROTECTIVE PERFORMANCE: 2 ply, as received; 2 ply, after 5 washes

1.8.5 OVERALL LENGTH: 23 Inches

1.8.6 FACE OPENING: Full Face Opening Circular Measurement 120 mm – 145 mm; Sewn with ½" elastic. Elastic is encapsulated in material and cover stitched elastic face opening stretches to accommodate a circumference of at least 31" (800 mm) for ease of donning, snug fit, and proper seal with SCBA

1.8.7 BINDING: Binding of same fabric material to enhance design with a finished look.

1.8.8 SEAMS: Thread used shall be 100% Nomex; Head design with traditional center head seam.

1.9 STRUCTURAL FIREFIGHTING BOOTS – CONSTRUCTION REQUIREMENTS:

The City's Fire Department has undergone a field wear test to identify and select multiple brands of firefighter boots to best accommodate Glendale Firefighters. As our department has grown, we now have firefighters that do not all fit into one specified manufacturer. The approval of multiple vendors for boots will allow us to accommodate the best fit and size boot, limiting fatigue and other health related problems for the individual feet variance of Glendale firefighters.

Specifications for the three (3) manufacturers have been tested and approved;

- Honeywell Pro Warrington 5007
- Globe Shadow™
- Black Diamond X2

1.9.1 COMPLIANCE OF STANDARDS AND REGULATIONS – *Refer to Section 1.2*

1.9.2 ADDITIONAL CERTIFICATION: In addition to the NFPA 1971 Standard, must also meet the Class 75 impact resistance/compression resistance requirements of ASTM F2413-05.

1.9.3 SIZING: Boot fit shall be true to size, not requiring up sizing due to inserts. If up sizing is required due to incorrect last modeling or addition of required inserts, there shall be no up charge. See each Manufacture/Model for size specifications.

1.9.4 <u>BOOT SPECIFICATIONS #1: MFG/MODEL: HONEYWELL BT5007:</u>

- Texon Board Shinguard
- Bootie Package with full-height Crosstech® Moisture Barrier and a 7.5oz Kevlar® Thermal Barrier
- Breathable Advanced™ Ripstop Fabric
- Supportive Goodyear Welt Construction
- PowerToe™ Protection
- Broad Oblique Steel Toe
- Reflective Welt
- Heavy-duty Round Handle Strap
- Reinforced Side and Back Stays
- APT Barcode
- Premium Quality Military AB Leather
- Heel Grip Wall
- Visible PowerHeel™
- Removable Molded Insert
- Corrosion resistant Triple-rung Shank
- Puncture-resistant Stainless Steel Bottom Plate
- Vibram® Lug Broad-base Sole

1.9.4.1 SIZING: Boot shall comply with 1.9.3. Boot fit shall be true to size, not requiring up sizing due to inserts. If up sizing is required due to incorrect last modeling or addition of required inserts, there shall be no up charge for 4E widths. Additional width of 5E shall be available as a special order boot with no longer than a six week date of delivery.

Full and half sizes in the following sizes and widths are to be available.

C widths	**6-12, 13, 14**
D widths	**4-13, 14, 15**
E widths	**4-13, 14, 15**
3E widths	**4-13, 14, 15**
4E widths	**6-16**
5E widths	**6-16**

1.9.5 <u>BOOT SPECIFICATIONS #2, MFG/MODEL: GLOBE SHADOW™</u>

- Flame-Resistant, Water-Resistant Heavy Duty Leather

- CROSSTECH Footwear Fabric
- Kevlar Blend Protective Shield
- Pull Straps
- 3D Molded and padded Shin Guard
- Heelport Internal Fit System
- Composite Heel Counter
- Composite Safety Toe Cap
- Vibram Toe Bumper
- 3D Molded Removable Footbeds
- 3D Composite Lasting Board
- Composite Shank
- Composite Puncture Protection
- Vibram Contoured Cup Outsole
- Athletic Footwear Construction
- Slip-Resistant Tread

1.9.5.1 SIZING: Boot shall comply with 1.9.3. Shall be available in:

- Men's: 5-16 (full and half sizes) and 17-18 (full sizes only) in Narrow, Medium, Wide, and X-wide widths. Wide calf model available in all sizes.
- Women's: 5-12 (full and half sizes) in Narrow, Medium, Wide, and X-Wide widths. Wide calf model available in all sizes

1.9.6 BOOT SPECIFICATIONS #3: MFG/MODEL: BLACK DIAMOND X2

- Boot Height: 14 inches
- Leather Upper: Fire-Tuff flame retardant waterproof heavy weight
- Fusion Upper: Fusion fabric – Nomex/Kevlar and Teflon F.P.P.E.
- Strobel Lining Construction: NO liner pull-out
- Lining: Crosstech membrane with Omaha lining
- Kevlar Lining for cut protection
- Tibia Protector: form-fitting shin-guard for maximum protection
- Calf-fit system: extended calf width, maximum flexibility
- Footbed: Ortholite 3-density, multi-fit, removable footbed with TPU heel cradle for comfort, anti-oder, anti-fungal breathable and shock absorption. 3 high density, multi-fit, removable footbed inserts that allow the boot to be fitted from medium, wide and extra wide feet.
- Outsole: Proprietary Rubber comfort cup sole with comfort flex, high abrasion and traction performance. Built-in heel boot jack for easy-off.
- Steel Toe: Oblique, comfort wide toe
- Toe Cap and Heel Protection: molded rubber toe cap and heel for high abrasion and ankle support guard protection
- Protective Plate: Lenzi Puncture Protection
- Steel Shank: Double ridged steel
- Pull-on System: Integrated & reinforced pull-on system. (sewn on leather or fabric tabs or extensions are not approved)
- 3-Point Heel Lock System
- 3M Scotchlite: flame resistant and reflective for added visibility

1.9.6.1 **SIZING:** Boot shall comply with 1.9.3. Multi width boot that can accommodate medium, wide and extra-wide. The sizing should be available in 5 - 15 full sizes and half sizes 8.5 - 11.5

1.10 **CITROSQUEEZE®** - Personal Protective Equipment and Turnout Gear Cleaner. Able to remove hydrocarbons and soils from fire and chemical spills.

1.10.1 **COMPLIANCE OF STANDARDS AND REGULATIONS** – *Refer to Section 1.2*

1.10.2 **CERTIFICATIONS AND ADDITIONAL MANUFACTURER REQUIREMENTS** – *Refer to Section 1.2.2*

1.10.3 **NEW PRODUCT AVAILABILITY** – *Refer to Section 1.2.5*

1.10.4 **DISCONTINUATION OF CONTRACTED ITEM** – *Refer to Section 1.2.6*

1.10.5 **LIABILITY CONSIDERATIONS** – *Refer to Section 1.2.7*

1.10.6 **DELIVERY** – *Refer to Section 1.2.9*

1.10.7 **LABELING:** Shall be permanently attached to each container, certifying the product meets or exceeds the requirements of the latest NFPA standards. Label shall be durable and include:

1.10.8 **COMPONENTS:** Shall be Biodegradable and environmentally safe

1.10.9 **QUANTITY:** Shall be available in five (5) gallon containers

If NOT Compliant, please be specific about what area is not in compliance and thoroughly explain the differences in a separate letter/memo as to why you chose to take an exception. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Any pictures/digitals photos would also be preferred to show any of the exceptions.

COMPLIANCE CHECK SHEET

		Check Response
1.2	**COMPLIANCE OF STANDARDS & REGULATIONS**	
1.2.1	NFPA CERTIFICATION/TRAINING	Yes ☐ No ☐
1.2.2	CERTIFICATIONS/ADDITIONAL MANUFACTURER REQUIREMENTS	Yes ☐ No ☐
1.2.3	SAMPLES	Yes ☐ No ☐
1.2.4	RESEARCH & DEVELOPMENT	Yes ☐ No ☐
1.2.5	NEW PRODUCT AVAILABILITY	Yes ☐ No ☐
1.2.6	DISCONTINUATION OF CONTRACTED ITEM	Yes ☐ No ☐
1.2.7	LIABILITY CONSIDERATIONS	Yes ☐ No ☐
1.2.8	WARRANTY	Yes ☐ No ☐
1.2.9	DELIVERY	Yes ☐ No ☐
1.2.10	USER INFORMATION GUIDE	Yes ☐ No ☐
1.2.11	CLEANING INSTRUCTIONS	Yes ☐ No ☐
1.2.12	TRACEABILITY	Yes ☐ No ☐
1.2.13	LABELING	Yes ☐ No ☐
1.2.14	QUALITY	Yes ☐ No ☐
1.2.15	WORKMANSHIP	Yes ☐ No ☐
1.2.16	REPAIR & REPLACEMENT PARTS	Yes ☐ No ☐
1.2.17	BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL & SAFETY	Yes ☐ No ☐
1.3	**STRUCTURAL FIREFIGHTING HELMET –CONSTRUCTION REQUIREMENTS**	
1.3.2	OUTERSHELL	Yes ☐ No ☐
1.3.3	SUSPENSION SYSTEM	Yes ☐ No ☐
1.3.4	BRIM EDGE TRIM	Yes ☐ No ☐
1.3.5	HELMET HARDWARE AND THREAD REQUIREMENTS	Yes ☐ No ☐
1.3.6	HELMET HANGER LOOP AND BRACKET	Yes ☐ No ☐
1.3.7	FACE SHIELD MOUNTING BRACKETS	Yes ☐ No ☐
1.3.8	INTERNAL PROTECTION SYSTEM	Yes ☐ No ☐
1.3.9	SUSPENSION HEADBAND AND RETENTIONS SYSTEMS	Yes ☐ No ☐
1.3.10	EYE PROTECTION MOUNTING SYSTEM	Yes ☐ No ☐
1.3.11	REFLECTIVE TRIM	Yes ☐ No ☐

	COMPLIANCE CHECK SHEET	Check Response
1.3.12	EAR COVERS/FLAPS	Yes ☐ No ☐
1.3.13	WINTER LINER	Yes ☐ No ☐
1.3.14	CHINSTRAP	Yes ☐ No ☐
1.3.15	WARRANTY	Yes ☐ No ☐
1.4	TURNOUT GARMENT/COAT & PANT - CONSTRUCTION REQUIREMENTS	
1.4.2	ADDITIONAL LABELING	Yes ☐ No ☐
1.4.3	THREAD	Yes ☐ No ☐
1.4.4	STITCH METHODS	Yes ☐ No ☐
1.4.5	MATERIALS FOR COAT & PANTS	Yes ☐ No ☐
1.4.6	OUTER SHELL MATERIAL	Yes ☐ No ☐
1.4.7	MOISTURE BARRIER MATERIAL	Yes ☐ No ☐
1.4.8	BREATHABILITY REQUIREMENTS	Yes ☐ No ☐
1.4.9	THERMAL LINER	Yes ☐ No ☐
1.4.10	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☐ No ☐
1.4.11	REINFORCEMENT MATERIALS	Yes ☐ No ☐
	1.4.11.1 CUFF REINFORCEMENT	Yes ☐ No ☐
	1.4.11.2 SEAM ABRAISION SHIELD	Yes ☐ No ☐
	1.4.11.3 POCKET REINFORCEMENT	Yes ☐ No ☐
	1.4.11.4 ELBOW REINFORCEMENT	Yes ☐ No ☐
1.4.12	REFLECTIVE TRIM	Yes ☐ No ☐
1.5	COAT - CONSTRUCTION REQUIREMENTS	
1.5.2	PATTERNING REQUIREMENTS COAT	Yes ☐ No ☐
1.5.3	THERMAL REINFORCED YOKE	Yes ☐ No ☐
1.5.4	SHELL YOKE REINFORCEMENT	Yes ☐ No ☐
1.5.5	INSPECTION PORT	Yes ☐ No ☐
1.5.6	COAT RISE	Yes ☐ No ☐
1.5.7	HANG UP LOOP	Yes ☐ No ☐
1.5.8	SIZING	Yes ☐ No ☐
1.5.9	COAT LENGTH	Yes ☐ No ☐
1.5.10	LABEL LINER POCKET	Yes ☐ No ☐
1.5.11	SLEEVES	Yes ☐ No ☐
1.5.12	BELLOWS UNDERARMS	Yes ☐ No ☐
1.5.13	WRISTLET EXTERNAL	Yes ☐ No ☐
1.5.14	WATERWELL & INTERNAL WRISTLET	Yes ☐ No ☐

	COMPLIANCE INFORMATION	Check Response
1.5.15	COLLAR	Yes ☐ No ☐
1.5.16	SHOULDER CAPS	Yes ☐ No ☐
1.5.17	LINER & DESIGN ATTACHMENT	Yes ☐ No ☐
1.5.18	DRAG RESCUE DEVICE	Yes ☐ No ☐
1.5.19	STORM SHIELD/CLOSURE SYSTEM	Yes ☐ No ☐
1.5.20	POCKETS	Yes ☐ No ☐
1.5.21	REFLECTIVE TRIM	Yes ☐ No ☐
1.5.22	AMERICAN FLAG	Yes ☐ No ☐
1.5.23	MICROPHONE TAB	Yes ☐ No ☐
1.5.24	FLASHLIGHT STRAP	Yes ☐ No ☐
1.5.25	GLOVE HOLDER	Yes ☐ No ☐
1.5.26	SNAP HOLDER	Yes ☐ No ☐
1.5.27	REMOVABLE ACCOUNTABILITY PANEL	Yes ☐ No ☐
1.6	PANT - CONSTRUCTION REQUIREMENTS	
1.6.2	PATTERNING & DESIGN	Yes ☐ No ☐
1.6.3	MOISTURE BARRIER/THERMAL LINER CONSTRUCTION	Yes ☐ No ☐
1.6.4	MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Yes ☐ No ☐
1.6.5	INSPECTION PORT	Yes ☐ No ☐
1.6.6	SIZING	Yes ☐ No ☐
1.6.7	KNEE PADDING/THERMAL LAYERING	Yes ☐ No ☐
1.6.8	FLY CONSTRUCTION	Yes ☐ No ☐
1.6.9	BOOT CUT	Yes ☐ No ☐
1.6.10	REFLECTIVE TRIM	Yes ☐ No ☐
1.6.11	SUSPENDERS	Yes ☐ No ☐
1.6.12	BELT AND HARNESS	Yes ☐ No ☐
1.6.13	POCKETS	Yes ☐ No ☐
1.6.14	TAKE UP STRAPS	Yes ☐ No ☐
1.7	STRUCTURAL FIREFIGHTING GLOVES – CONSTRUCTION REQUIREMENTS	
1.7.2	OUTERSHELL	Yes ☐ No ☐
1.7.3	THERMAL LINER	Yes ☐ No ☐
1.7.4	PROTECTIVE BARRIER	Yes ☐ No ☐
1.7.5	WRIST PULL	Yes ☐ No ☐
1.7.6	HANGER LOOP	Yes ☐ No ☐
1.7.7	THREAD	Yes ☐ No ☐
1.7.8	SIZING	Yes ☐ No ☐

	COMPLIANCE INFORMATION	Check Response
1.8	**STRUCTURAL FIREFIGHTING HOODS – CONSTRUCTION REQUIREMENTS**	
1.8.2	**MATERIAL SPECIFICATIONS**	**Yes ☐ No ☐**
1.8.3	**FABRIC PERFORMANCE VALUES**	**Yes ☐ No ☐**
1.8.4	**THERMAL PROTECTIVE PERFORMANCE**	**Yes ☐ No ☐**
1.8.5	**OVERALL LENGTH**	**Yes ☐ No ☐**
1.8.6	**FACE OPENING**	**Yes ☐ No ☐**
1.8.7	**BINDING**	**Yes ☐ No ☐**
1.8.8	**SEAMS**	**Yes ☐ No ☐**
1.9	**STRUCTURAL FIREFIGHTING BOOTS – CONSTRUCTION REQUIREMENTS**	
1.9.2	**ADDITIONAL CERTIFICATION**	**Yes ☐ No ☐**
1.9.3	**SIZING**	**Yes ☐ No ☐**
1.9.4	**BOOT SPEC #1 MFG/MODEL: HONEYWELL BT5007**	**Yes ☐ No ☐**
	1.9.4.1 SIZING	**Yes ☐ No ☐**
1.9.5	**BOOT SPEC #2 MFG/MODEL: GLOBE SHADOW™**	**Yes ☐ No ☐**
	1.9.5.1 SIZING	**Yes ☐ No ☐**
1.9.6	**BOOT SPEC #3 MFG/MODEL: BLACK DIAMOND X2**	**Yes ☐ No ☐**
	1.9.6.1 SIZING	**Yes ☐ No ☐**
1.10	**CITROSQUEEZE®**	
1.10.7	**LABELING**	**Yes ☐ No ☐**
1.10.8	**COMPONENTS**	**Yes ☐ No ☐**
1.10.9	**QUANTITY**	**Yes ☐ No ☐**

2.0 SPECIAL INSTRUCTIONS

2.1 **RETURN OF BID One (1) original hard copy.** The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 **PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 **BIDDER SHEET**, Section 4.0
2.2.2 **PRICE SHEET**, Section 5.0
2.2.3 **COMPLIANCE CHECK SHEET**, pgs. 22-25
2.2.4 **ADDENDUM**, Return all addenda (if applicable).
2.2.5 **CATALOG OR PRICE LIST** (if available)

2.3 **EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.4 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.5 **BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

2.6 **ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. **The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.**

2.7 **PROPRIETARY INFORMATION**

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.

2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

2.12 **EVALUATION CRITERIA** Invitation for Bids are awarded to the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.13 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.14 **EVALUATION LITERATURE**

Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.

2.15 **COMPLIANCE INFORMATION:** The compliance information requested in Section One, Specifications, is for evaluation of the materials or equipment to be supplied. Bidders must check the appropriate response. A "yes" reply shall indicate the item will be supplied as specified. A "no" reply shall indicate the item will not be supplied as specified. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Product brochures and literature suitable for evaluation must also be submitted. Any pictures/digitals photos would also be preferred to show any of the exceptions. For evaluation, the City will assume that any line left blank and not completed will not be furnished as specified.

2.16 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.17 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on

behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

2.18 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm for information and instructions on how to file a protest with the City of Glendale.

2.19 **CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 **PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law. If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF

3.4 **NON-EXCLUSIVE CONTRACT:** The resultant contract is non-exclusive and is for the sole convenience of the City. The City reserves the right to obtain similar goods and services from alternative sources if needed.

3.5 **AWARD BY LINE ITEM/GROUP:** The award will be made by line item with the exception of lines 5.1.2 and 5.1.3 Turnout Coats and Pants must be bid together and they will be awarded as one group otherwise an offeror does not have to bid on all of the line items to submit a bid.

3.6 **PRICE & PRICE ADJUSTMENTS** All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

3.7 **DELIVERY** All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.

3.8 **DELIVERY TIME** All deliveries shall be made within City of Glendale warehouse hours, 6:30 am – 2:30 pm, Monday through Friday, excluding City holidays. All deliveries shall be made within the specified timeframe according to Sections.

3.9 **TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.

3.10 **OPTION TO EXTEND** The City, may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.11 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.

3.12 **INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

Type of Insurance (Minimum)	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	$1,000,000

Personal and Advertising	$1,000,000
General Aggregate	$2,000,000
Products-Completed Operations	$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

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

3.13 INDEMNIFICATION CLAUSE:

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

3.14 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contactor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.15 WARRANTIES Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

3.16 NON-DISCRIMINATION By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic

characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to by bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.17 **COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

3.18 **EMERGENCY PURCHASES** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

3.19 **RESPONSIBILITY FOR CORRECTION** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.

3.20 **PERFORMANCE INTERFERENCE** Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.
Department Contact: Wayne Smith
Phone: 602.930.4411

3.21 **CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

4.0 CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-31

TITLE: FIREFIGHTER TURNOUT GEAR

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. **You are required to sign three (3) copies of this Acceptance form and return with this Bid**. Failure to furnish signed copies of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: _____ Contractor Signature: _____

Company Address: _____ Printed Name and Title: _____

_____ Telephone No. _____

Company Federal I.D:_____ Arizona Sales Tax No._____

Email Address: _____

ACCCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: **ATTEST:** _____

Printed Name and Title: **City Clerk** (SEAL)

_____ **APPROVED AS TO FORM:**

Kevin R. Phelps City Manager

_____

Date: _____ **City Attorney**

5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 FIREFIGHTER TURNOUT GEAR

Item No.	Estimated Quantities (A)	Unit	Description	Unit Price (B)	Extended Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: _____	$_____	$_____
5.1.2	150	Each	TURNOUT COATS Mfg/Model: _____	$_____	$_____
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: _____	$_____	$_____
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: _____	$_____	$_____
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: _____	$_____	$_____
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007	$_____	$_____
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™	$_____	$_____
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$_____	$_____
5.1.9	125	5 Gallons	TURNOUT SOAP/CITROSQUEEZE	$_____	$_____
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		$_____

5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax Rate: _____%

5.3 DELIVERY Bidder states that all orders shall be delivered per Section 1.2.9 after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

☐ YES, I will accept payment under this contract with the Procurement Card.

☐ NO, I will not accept payment under this contract with the Procurement Card.

Company Name:_____

BID TABULATION

5.1 FIREFIGHTER TURNOUT GEAR

				FDC RESCUE PRODUCTS	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: _____		NO BID
5.1.2	150	Each	TURNOUT COATS Mfg/Model: _____		NO BID
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: _____		NO BID
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: _____		NO BID
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: _Majestic PAC II 23"_	$ 36.68	$ 29,344.00
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007		NO BID
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™		NO BID
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$ 284.00	$ 28,400.00
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE		NO BID
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 57,744.00**

				L.N. CURTIS & SONS	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: Bullard FX	**Non-compliant product**	
5.1.2	150	Each	TURNOUT COATS Mfg/Model: _____		NO BID
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: _____		NO BID
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: Shelby 5280(G)	$ 69.50	$ 13,900.00
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: PGI 3049298	**Non-compliant product**	
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007	$ 384.50	$ 38,450.00
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™	$ 355.10	$ 35,510.00
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2		NO BID
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE	$ 110.00	$ 13,750.00
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 101,610.00**

BID TABULATION

5.1 FIREFIGHTER TURNOUT GEAR

				UNITED FIRE EQUIPMENT	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: Cairns 660C FD* - Color	Non-compliant product	
5.1.2	150	Each	TURNOUT COATS Mfg/Model: Lion/Super Deluxe CSTM	$ 1,381.34	$ 207,201.00
5.1.3	150	Each	TURNOUT PANTS Mfg/Model: Lion/V-Force PVFM/F	$ 940.16	$ 141,024.00
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: Lion Ace Commander LPG928BK	$ 72.50	$ 14,500.00
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: Majestic/C6 PAC III-23	$ 43.50	$ 34,800.00
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007		NO BID
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™		NO BID
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2		NO BID
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE	$ 128.00	$ 16,000.00
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 413,525.00**
			UNITED FIRE - TOTAL AWARD		**$ 348,225.00**

				WESTERN STATES FIRE	
Item No.	Est. Qnty (A)	Unit	Description	Unit Price (B)	Ext. Amount (A X B)
5.1.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model:		NO BID
5.1.2	150	Each	TURNOUT COATS Mfg/Model:		NO BID
5.1.3	150	Each	TURNOUT PANTS Mfg/Model:		NO BID
5.1.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model:		NO BID
5.1.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model:		NO BID
5.1.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – HONEYWELL BT5007		NO BID
5.1.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – GLOBE SHADOW™		NO BID
5.1.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS – BLACK DIAMOND X2	$ 288.00	$ 28,800.00
5.1.9	125	5 Gall.	TURNOUT SOAP/CITROSQUEEZE		NO BID
			GRAND TOTAL (Items 5.1.1 through 5.1.9)		**$ 28,800.00**

Legislation Description

File #: 16-173, **Version:** 1

AWARD OF BID 16-40 AND EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF PATROL RIFLES FROM SIONICS WEAPON SYSTEMS

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize award of bid 16-40 and approve the expenditure of funds in an amount not to exceed $178,000 for the purchase of patrol rifles from Sionics Weapons Systems for the Glendale Police Department (GPD).

Background

GPD has identified the need for a new standard in patrol rifles. Currently, officers are authorized to carry a personal rifle, provided the officer has qualified with that weapon. While this was a considered a best practice when implemented, it is now viewed as less ideal than department owned and issued rifles. The standardization of patrol rifles will include utilizing one manufacturer, and ensure all department issued rifles contain identical equipment. This will establish consistency with the training and servicing of the weapons, while also maintaining the safety in the advanced weapons officers carry.

This new standardized rifle was selected on the basis of ergonomics, accuracy, and reliability. The GPD is in need of 120 fully outfitted rifles ready for deployment, which will allow the department to cover over one-third of the police force, once the officer is certified through rifle school. This will provide enhanced public and officer safety coverage for police operations.

Analysis

On March 17, 2016, the Materials Management Division published an Invitation for Bid (IFB) for police patrol rifles, IFB 16-40. Four (4) responses to the IFB were received and evaluated. Sionics Weapon Systems submitted the lowest priced, responsive and responsible offer meeting specifications. Staff is requesting City Council authorize the award of bid and approve the expenditure of funds in an amount not to exceed $178,000 for the purchase of patrol rifles from Sionics Weapons Systems for the GPD. The not to exceed amount includes the amount for 120 rifles as indicated on Sionics Weapon Systems' offer, along with the applicable sales tax.

Previous Related Council Action

On April 23, 2013 City Council approved the purchase of 25 rifles from Patriot Ordnance Factory as part of a total purchase of equipment for the Special Weapons and Tactics Team.

Budget and Financial Impacts

The total cost for 120 rifles is estimated at $178,000 to include tax. The amount currently remaining in the Fiscal Management-Equipment Less than $5000 account will not support this expenditure of funds. A budget transfer from salary savings will be requested in the fourth quarter.

Cost	Fund-Department-Account
$178,000	**1000-12210-521000, GF-Fiscal Management-Equip less than $5000**

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Salary Savings, 1000-12170-500200

Vendor Name: **SIONICS WEAPON SYSTEMS** C-_____
(For City of Glendale Use Only)

CITY OF GLENDALE
MATERIALS MANAGEMENT
INVITATION FOR BIDS

SOLICITATION NUMBER: **IFB 16-40**

PUBLISHED DATE: **MARCH 17, 2016**

TITLE: **POLICE PATROL RIFLES**

BID DUE DATE AND TIME: **MARCH 31, 2016 BEFORE 2:00 P.M. LOCAL TIME**

SUBMITTAL LOCATION:

City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger, Contract Analyst
(623) 930-2865
CClevenger@Glendaleaz.com

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1.0 SPECIFICATIONS

1.1 BACKGROUND AND GENERAL REQUIREMENTS

The City of Glendale, Arizona, (City) is requesting bids from qualified vendors to supply patrol rifles. Vendors shall thoroughly complete the Price Sheet as requested. The City may order some, all, more or none of the individual items during the contract period. Quantities ordered by the City may vary depending on the actual needs and availability of appropriated funds.

The City reserves the right to add, revise or make changes to the specifications to best serve the needs of the City.

1.2 REQUIREMENTS

The patrol rifle will be configured as a semi-auto M4 style carbine built with the following specifications, equipment and accessories. Vendor shall deliver fully assembled rifles per the specifications below.

UPPER RECEIVER COMPONENTS:
Upper receiver: 7075 T6 with M4 feed cuts and t-markings
Barrel: 16" medium weight chrome-lined mid-length 5.56 NATO chambered with 1-8 twist
Muzzle brake: A2 flash hider
Gas system: Mid-length direct impingement
Front sight: F-marked front sight base
Rear sight: Samson A2 aluminum folding
Bolt carrier: M16 profile NP3 coated
Handguards: MOE SL hand guard mid-length [MAG551] [black]

LOWER RECEIVER COMPONENTS:
Lower receiver: Forged 7075 T6 aluminum
Lower receiver parts: Standard Mil-spec parts
Trigger: Enhanced Mil-spec
Receiver extension: 6 position Mil-spec
Buffer: Carbine H buffer
Stock: B5 Systems SOPMOD Bravo mil-spec stock [black]
Grip: ERGO [black]

ADDITIONAL ACCESSORIES:
Engraving: Glendale PD logo right side of lower for enhanced theft identification
Rail: Magpul M-LOK polymer 5-slot rail [MAG590] [black]
Sling attachment: M-LOK QD sling mount [MAG606] with Magpul QD sling swivel [MAG540]
Sling: Viking tactical 2 point padded sling
Magazine: 3ea per rifle Magpul PMAG 30 Gen M3 [MAG557] [black]
Weapon mounted light: Streamlight TLR-1 [300 lumens]
Reflective optic: Aimpoint PRO
Case: Soft sided padded rifle case with a minimum of 3 external magazine pouches [black]

2.0 SPECIAL INSTRUCTIONS

2.1 **RETURN OF BID One (1) original hard copy.** The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 **PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

- 2.2.1 CONDITIONAL ACCEPTANCE FORM, Section 4.0
  (bidder must return 3 copies with original signatures of the CONDITIONAL ACCEPTANCE form)
- 2.2.2 PRICE SHEET, Section 5.0
- 2.2.3 EXHIBIT A – Compliance Checklist
- 2.2.4 ADDENDUM, Return all addenda (if applicable)

2.3 **EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.4 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.5 ALTERNATE BIDS/EXCEPTIONS
Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.6 **BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

2.7 ESTIMATED QUANTITIES Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

2.8 **PROPRIETARY INFORMATION** Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

2.9 INQUIRIES Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

2.10 ADDITIONAL INFORMATION The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.

2.11 PRIOR EXPERIENCE Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

2.12 EVALUATION LITERATURE Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.

2.13 WITHDRAWAL OF BID At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.14 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process

through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

2.15 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm for information and instructions on how to file a protest with the City of Glendale.

2.16 **CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF

3.4 PRICE & PRICE ADJUSTMENTS All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

3.5 DELIVERY All deliveries shall be FOB Destination to the City of Glendale Range House located at 11550 West Glendale Avenue, Glendale, AZ 85307.

3.6 DELIVERY TIME **All deliveries shall be made by June 15, 2016 upon receipt of written notification from the City.** All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.

3.7 DROP SHIPMENT If materials are not delivered by the Contractor but are to be shipped to the City directly from the manufacturer, the Contractor shall identify the manufacturer and the carrier used for transportation.

3.8 TERM OF AGREEMENT The term of this agreement shall be for a one (1) year initial period.

3.9 OPTION TO EXTEND The City, may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.10 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.

3.11 INSURANCE, BOND AND INDEMNIFICATION The Contractor certifies that it has adequate insurance (with a minimum coverage amount of $1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Contract. Contractor must provide proof of such insurance, including copies of insurance certificates, prior to commencing the performance of Services under this Agreement.

Contractor also certifies that it has any license, performance bond or other bond required by State law or the City Code to ensure the work is performed in accordance with all applicable State and local rules and regulations. Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608, if applicable.

To the fullest extent permitted by law, the Contractor also agrees to indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work, product or services of the Contractor, its officers, employees, agents or any tier of subcontractor in the performance of this Contract.

3.12 APPLICABLE LAW; VENUE This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.

3.13 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.
For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contactor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an

after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.14 CONTRACT CANCELLATION The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

3.14.1 The Contractor fails to perform adequately the services required in the contract.

3.14.2 The Contractor fails to furnish the required product and/or service within the time stipulated in the contract.

3.14.3 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

a. Cancel the contract;
b. Reserve all rights or claims to damage for breach of any convenants of the contract;
c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by: (a) Deduction from an unpaid balance or (b) Any combination of the above or any other remedies as provided by law.

3.15 WARRANTIES Contractor warrants that all materials delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or material, which would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

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

3.17 CERTIFICATION Contractor certifies he 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation for bid, designed to limit independent bidding or competition or other anti-competitive practices.

4.0 CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-40
TITLE: POLICE PATROL RIFLES

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is Sargent Jerry McDaniel.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. **You are required to sign three (3) copies of this Acceptance form and return with this Bid.** Failure to furnish signed copies of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Joshua E. Kratz Contractor Signature: [signature]
Sionics Weapon Systems
Company Address: 5118 East Pima Printed Name and Title: Joshua E. Kratz, Member
Tucson, AZ 85712 Email Address: jkratz@sionicsweaponsystems.com
Company Federal I.D: 26-2995962 Telephone No.: 520-396-3460

ACCCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature:
Printed Name and Title:

Kevin R. Phelps, City Manager

Date: _____

ATTEST: _____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1

Item No.	Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
5.1.1	120	Each	POLICE PATROL RIFLES Fully assembled per specifications	$ 1,369.95	$ 164,394

GRAND TOTAL (Item Nos. 5.1.1 through 5.1.15)	$ 164,394

5.2 **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 8.1 %

5.3 **DELIVERY** Bidder states that all orders shall be delivered to the City of Glendale Range House located at 11550 West Glendale Avenue, Glendale, AZ 85307, by June 15, 2016, after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

_____YES, I will accept payment under this contract with the Procurement Card.

X NO, I will not accept payment under this contract with the Procurement Card.

Company Name: SIONICS Weapon Systems

* Procrement Card will be accepted in case of emergency as noted in Paragrah 3.13

EXHIBIT A
COMPLIANCE CHECKLIST

Bidders must complete and return this exhibit with their bid. Additional comments and product information may be included separately.

FEATURE	Comply Y/N	COMMENTS
Upper receiver: 7075 T6 with M4 feed cuts and t-markings	Y	
Barrel: 16" medium weight chrome-lined mid-length 5.56 NATO chambered with 1-8 twist	Y	
Muzzle brake: A2 flash hider	Y	
Gas system: Mid-length direct impingement	Y	
Front sight: F-marked front sight base	Y	
Rear sight: Samson A2 aluminum folding	Y	
Bolt carrier: M16 profile NP3 coated	Y	
Handguards: MOE SL hand guard mid-length [MAG551] [black]	Y	
Lower receiver: Forged 7075 T6 aluminum	Y	
Lower receiver parts: Standard Mil-spec parts	Y	
Trigger: Enhanced Mil-spec	Y	
Receiver extension: 6 position Mil-spec	Y	
Buffer: Carbine H buffer	Y	
Stock: B5 Systems SOPMOD Bravo mil-spec stock [black]	Y	
Grip: ERGO [black]	Y	

EXCEPTIONS

As SIONICS Weapon Systems is a Weapons Manufacturer and does not manufacture the additional accessories listed in Paragraph 1.2, we cannot guarantee the delivery date of the following items:

Reflective Optic: Aimpoint PRO
Weapon Mounted Light: Streamlight TLR-1

It should be noted that we have already reached out to each of these manufacturers and discussed delivery dates with them. We have been assured that each of the manufacturers would do everything possible to comply with the requested delivery date.

In the event that the Optic and Weapon Mounted Light could not be delivered before the requested delivery date, SIONICS Weapon Systems would request partial payment of 67% of the contract, $110,143.98 + 8.1% Sales Tax for all the remaining items that would be delivered before the requested date.

Again, we have already communicated with both manufacturers and have been told that the odds are on our side, but availability depends on how soon the order is placed.

BID TABULATION IFB 16-40 POLICE PATROL RIFLES

	Battle Rifle Company		Patriot Ordinance Factory		Proforce Law Enforcement		Sionics Weapon Systems	
QNTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
120	FULLY ASSEMBLED PATROL RIFLES	$1,749.00	$209,880.00	$1,846.12	$221,534.40	$1,796.02	$215,522.40	**$1,369.95**	**$164,394.00**
	SALES TAX RATE	0%		8.60%		6.35%		8.10%	

BID TABULATION IFB 16-40 POLICE PATROL RIFLES

	Battle Rifle Company		Patriot Ordinance Factory		Proforce Law Enforcement		Sionics Weapon Systems	
QNTY	**DESCRIPTION**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
120	FULLY ASSEMBLED PATROL RIFLES	$1,749.00	$209,880.00	$1,846.12	$221,534.40	$1,796.02	$215,522.40	**$1,369.95**	**$164,394.00**
	SALES TAX RATE	0%		8.60%		6.35%		8.10%	

File #: 16-174, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SAN DIEGO POLICE EQUIPMENT CO. INC. AND APPROVE THE PURCHASE OF AMMUNITION FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A STATE OF ARIZONA PURCHASING COOPERATIVE CONTRACT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with San Diego Police Equipment Co. Inc. and approve the purchase of ammunition for the Glendale Police Department (GPD) in an amount not to exceed $165,000. This cooperative purchase is available through an agreement between the State of Arizona and San Diego Police Equipment Co. Inc. (Contract Number ADSPO14-067867) and is effective through March 31, 2017.

Background

Ammunition is necessary for the training, qualification, and on-duty use of each police officer. Firearm training includes the annual qualification required by the Arizona Peace Officer Standards and Training Board. Additionally, the ammunition police officers carry in their on-duty weapon is replaced every year, as a best practice for officer safety.

This purchase includes the ammunition needed for the new patrol rifles and the transition to those rifles; as well as the standard ammunition needs for each police officer in Fiscal Year (FY) 2016-17. Firearm training is a core skill for law enforcement officers, and the purchase of additional ammunition allows for an increase in training for officers at the shooting range.

The GPD has been purchasing ammunition from San Diego Police Equipment Co. Inc. for several years. San Diego Police Equipment Co. Inc. is on Arizona State Contract. GPD will utilize the contract in order to receive a competitive rate. This contract was last bid in March 2014 in accordance with the State procurement process. Materials Management has reviewed and approved the use of the contract for the ammunition purchase and the GPD Legal Advisor has prepared a Linking Agreement for use with the contract.

Analysis

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

-149 of the Glendale City Code, per review by Materials Management.

Staff is recommending Council authorize the City Manager to enter into a Linking Agreement with San Diego Police Equipment Co. Inc. and approve the purchase of ammunition for the GPD in an amount to exceed $165,000. The total expenditure authority requested includes an allowance for taxes and contingencies.

Previous Related Council Action

On April 28, 2015, City Council authorized the City Manager to enter into a linking agreement with San Diego Police Equipment Co. Inc. and approved the purchase of ammunition for the GPD in an amount not to exceed $84,500.

Budget and Financial Impacts

The total cost for the ammunition for the new rifle program is estimated at approximately $70,000 to include taxes and contingencies. The amount currently remaining in the FY 2015-16 General Fund Training-Ammunition account will not support this expenditure of funds. A budget transfer from salary savings will be requested in the fourth quarter.

The total cost for the standard ammunition needs for each police officer in FY 2016-17 is estimated at approximately $95,000 to include taxes and contingencies. Requested funds for ammunition have been proposed in the FY 2016-17 budget that will be presented to Council for approval.

Cost	Fund-Department-Account
$70,000	**1000-12135-521400, General Fund, Training-Ammunition (FY 2015-16)**
$95,000	**1000-12135-521400, General Fund, Training-Ammunition (FY 2016-17)**

Capital Expense? No

Budgeted? FY 2015-16 No, FY 2016-17 Yes

Requesting Budget or Appropriation Transfer? Yes, for FY 2015-16 expenditure

If yes, where will the transfer be taken from? Salary Savings, 1000-12130-500200

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SAN DIEGO POLICE EQUIPMENT CO., INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ___ day of _____, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and San Diego Police Equipment Co., Inc., a California corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. On April 1, 2014, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Contract Number ADSPO14-067867, which is incorporated by this reference. Contract Number ADSPO14-067867 permits its cooperative use by other governmental agencies including the City. Contract Number ADSPO14-067867 is hereinafter referred at as the Cooperative Purchasing Agreement.

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 supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are incorporated by this reference, purchases can be made by governmental entities from the date of award, which was April 1, 2014, until the date the contract expires on March 31, 2017 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond March 31, 2019. The initial period of this Agreement therefore is the period from the Effective

Date of this Agreement until March 31, 2017 The City, however, may renew the term of this Agreement for four one-year periods until the Cooperative Purchasing Agreement expires on March 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 a one-year renewal.

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

   A. Contractor shall provide City the supplies and/or services identified in the quotes attached hereto as Exhibit "A."

   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 otherwise.

   B. The total purchase price for the supplies and/or services purchased under this Agreement is not to exceed One Hundred Sixty Five Thousand Dollars and No Cents ($165,000), which includes the expenditure detail in the proposed quotes attached as Exhibit "A," plus an allowance for taxes and contingencies.

   C. The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Cooperative Purchasing Agreement. City and Contractor agree that in such future purchases the City will have the rights and obligations enjoyed by the State of Arizona under the Cooperative Purchasing Agreement. The City will comply with all applicable laws regarding procurement and approval of such purchases.

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 race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

San Diego Police Equipment Co. Inc., a California corporation

By: _____

Name: RYAN KING

Title: SALES MANAGER

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

SAN DIEGO POLICE EQUIPMENT CO. INC.

EXHIBIT A

DATE: 03/31/16
EXPIRES: 05/05/16
TERMS: **NET 30**
QUOTED BY: RYAN

QUOTE

FEDERAL PREMIUM LAW ENFORCEMENT AMMUNITION | speerLE | FORCE ON FORCE | Point Blank BODY ARMOR | PARACLETE
SIMUNITION | BLACKHAWK! | NACA BODY ARMOR | Protective Products Enterprises

TO: SGT JERRY McDANIEL	SHIP TO:
AGENCY: GLENDALE POLICE DEPT	ATTN:
PHONE: 623-772-7117 / 623-692-4244	
FAX: 623-772-7967	PO / REF#:
EMAIL: JMCDANIEL@GLENDALEAZ.COM	AUTH BY:

TO PROCEED WITH ORDER AS QUOTED, PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

QTY	UNIT	PRODUCT CODE	DESCRIPTION	ETA	UNIT PRICE	EXT. PRICE
25	CS/500	FED-T223E	FEDERAL TRU .223 55GR SIERRA BTHP	60 DAYS	$276.81	$6,920.25
325	CS/500	FED-XM193	FEDERAL 5.56MM 55GR FMJ-BT	60 DAYS	$169.98	$55,243.50
			PRICING PER ARIZONA STATE CONTRACT # ADSPO14-067867			

NOTES: FOR DEPARTMENT PURCHASE ONLY

We do not collect sales tax for the State of Arizona, please pay any tax due directly to the State.

No freight charge for drop shipment from factory, unless lift gate service or inside delivery is required.

SUBTOTAL:	$62,163.75
TAX%:	SEE NOTE
FREIGHT:	$0.00
TOTAL:	**$62,163.75**

ALL ORDERS MUST BE SUBMITTED IN WRITING

San Diego Police Equipment Co. Inc., 8205-A Ronson Road, San Diego CA 92111
Phone: (858)974-8500 Toll Free: (800)367-8989 Fax: (858)974-8530
E-mail: Sales@Sandiegopoliceequipment.com

SAN DIEGO POLICE EQUIPMENT CO. INC.

EXHIBIT A

DATE: 04/05/16
EXPIRES: 05/05/16
TERMS: **NET 30**
QUOTED BY: RYAN

QUOTE

FEDERAL PREMIUM LAW ENFORCEMENT AMMUNITION · speerLE · FORCE ON FORCE · Point Blank BODY ARMOR · PARACLETE · SIMUNITION · BLACKHAWK! · PACA BODY ARMOR · PROTECTIVE PRODUCTS ENTERPRISES

TO: SGT JERRY McDANIEL	SHIP TO:
AGENCY: GLENDALE POLICE DEPT	ATTN:
PHONE: 623-772-7117 / 623-692-4244	
FAX: 623-772-7967	PO / REF#:
EMAIL: JMCDANIEL@GLENDALEAZ.COM	AUTH BY:

TO PROCEED WITH ORDER AS QUOTED, PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

QTY	UNIT	PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXT. PRICE
15	CS/1000	FED-P45HST1	FEDERAL HST 45ACP 230GR JHP +P	$367.92	$5,518.80
150	CS/1000	FED-AE45A	FEDERAL 45ACP 230GR FMJ	$312.54	$46,881.00
2	CS/1000	FED-P40HST1	FEDERAL HST 40S&W 180GR JHP	$334.76	$669.52
3	CS/1000	FED-P9HST2	FEDERAL HST 9MM 147GR JHP	$282.90	$848.70
15	CS/1000	FED-AE9FP	FEDERAL 9MM 147GR FMJ	$204.80	$3,072.00
15	CS/500	FED-T223E	FEDERAL TRU .223 55GR SIERRA BTHP	$276.81	$4,152.15
125	CS/500	FED-XM193	FEDERAL 5.56MM 55GR FMJ-BT	$169.98	$21,247.50
10	CS/5000	FED-LE127RS	FEDERAL TACTICAL 12GA 1oz HP SLUG, RED. RECOIL	$125.80	$1,258.00
1	CS/250	FED-LE13200	FEDERAL TACTICAL 12GA 00BUCK 9PLT, RED. RECOIL	$119.60	$119.60
			PRICING PER ARIZONA STATE CONTRACT # ADSPO14-067867		

NOTES: FOR DEPARTMENT PURCHASE ONLY

We do not collect sales tax for the State of Arizona, please pay any tax due directly to the State.

No freight charge for drop shipment from factory, unless lift gate service or inside delivery is required.

SUBTOTAL:	$83,767.27
TAX%:	SEE NOTE
FREIGHT:	
TOTAL:	**$83,767.27**

ALL ORDERS MUST BE SUBMITTED IN WRITING

San Diego Police Equipment Co. Inc., 8205-A Ronson Road, San Diego CA 92111
Phone: (858)974-8500 Toll Free: (800)367-8989 Fax: (858)974-8530
E-mail: Sales@Sandiegopoliceequipment.com

File #: 16-043, **Version:** 1

RESOLUTION 5088: ADOPT A RESOLUTION TO CALL 2016 ELECTIONS
Staff Contact: Pamela Hanna, City Clerk

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution to call the 2016 election.

Background

City Charter designates the term of office for Mayor and Councilmembers to be four years and that elections shall be held in the fall of even numbered years. The office of Mayor and Council seats for Sahuaro, Cactus and Yucca are up for election in 2016.

Previous Related Council Action

On March 22, 2016, City Council approved an Intergovernmental Agreement with Maricopa County to provider election services.

Community Benefit/Public Involvement

Municipal elections allow residents to participate in local government by choosing their representatives. The Call of Election will notify residents of important upcoming dates.

Budget and Financial Impacts

While the elections have costs for the city, the Call of Election has no associated costs.

RESOLUTION NO. 5088 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DESIGNATING THE ELECTION DATES AND PURPOSE OF ELECTIONS (PRIMARY ELECTION: AUGUST 30, 2016; GENERAL ELECTION: NOVEMBER 8, 2016); DESIGNATING THE DEADLINE FOR VOTER REGISTRATION; DESIGNATING THE PLACE AND THE LAST DATE FOR CANDIDATES TO FILE NOMINATING PAPERS; AND ORDERING THAT THE CITY CLERK PUBLISH THIS CALL OF ELECTION.

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

SECTION 1. DESIGNATION OF ELECTION DATES; PURPOSE.

That Tuesday, August 30, 2016 has been set as the time for holding the Primary Election in the City of Glendale for the purpose of nominating candidates for the office of MAYOR and three City Council seats from the districts of SAHUARO, CACTUS and YUCCA. Any candidates receiving a majority of all the votes cast for that office at the Primary Election will be declared elected without running at the General Election. The August 30, 2016 election date may include any propositions qualifying for the ballot.

And, that Tuesday, November 8, 2016 has been set as the time for holding the General Election in the City of Glendale. If no candidate is elected at the Primary Election, a runoff will be declared as necessary and the two candidates with the most votes in each race will be listed on the General Election ballot. The candidate with the majority of all the votes cast for Mayor or Council member in the individual district will be declared elected. The November 8, 2016 election date may include any propositions qualifying for the ballot.

SECTION 2. DESIGNATION OF DEADLINE FOR VOTER REGISTRATION.

That Maricopa County registration and voting lists will be used for the municipal elections. In order to be qualified to vote in the Primary Election, one must be registered by August 1, 2016. The last day to register for the General Election will be October 10, 2016.

SECTION 3. DESIGNATION OF DATE AND PLACE TO FILE CANDIDATE NOMINATION FORM.

That candidates seeking municipal office may obtain nomination papers and other materials at the City Clerk's Office, 4th floor of the Municipal Office Complex (City Hall), 5850 West Glendale Avenue, Glendale, Arizona. The first day to file nomination petitions is May 2, 2016; the last day to file nomination petitions is June 1, 2016. Candidates must file nomination papers and other nomination forms by 5:00 p.m. on June 1, 2016, at the City Clerk's Office, 5850

West Glendale Avenue, 4th floor, in order for their names to appear on the Primary Election ballot.

SECTION 4. PUBLICATION OF CALL OF ELECTION.

The City Clerk shall publish this resolution at least twice in the Glendale Star not less than one week apart during the six calendar weeks preceding ninety days before the election.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

e_call_2016.doc

File #: 16-148, **Version:** 1

RESOLUTION 5089: AUTHORIZATION TO ACCEPT REALLOCATED FEDERAL FISCAL YEAR 2014 HOMELAND SECURITY GRANT PROGRAM AWARD FUNDS AND ENTER INTO GRANT AGREEMENT 140803-03 WITH THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the Federal Fiscal Year (FFY) 2014 Homeland Security Grant Program Award Reallocation on behalf of the Glendale Police Department (GPD) in the approximate amount of $11,650 and enter into grant agreement number 140803-03 with the State of Arizona Department of Homeland Security (AZDOHS).

Background

Since 2001, the City of Glendale has been able to utilize grant funds to enhance emergency management and first responder preparedness. For over ten (10) years the City has been accepting funds from the State of Arizona Homeland Security Grant Program. The funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, equipment to enhance communication efforts, participation in preparedness training, and to enhance prevention and intervention programs.

In October 2014, GPD was awarded FFY 2014 Homeland Security Grant Program funding in the approximate amount of $115,326. At the end of the 2014 grant performance period, when agencies returned the unused portion of awarded funds, those funds became available for reallocation. The GPD submitted an application to the AZDOHS for consideration of unspent funds for a project titled “Phoenix UASI Rapid Response Team - Glendale Police Department.” GPD was notified the project would be funded under the Urban Area Security Initiative and would receive $11,650 in reallocated funds. GPD plans to use this grant award to purchase equipment that will assist with the Rapid Response Team (RRT) and sustain the current capability, allowing the RRT to continue to achieve readiness levels and provide up-to-date technology and equipment to complete necessary missions.

Analysis

The grant performance period for the reallocated funds is March 1, 2016 through July 31, 2016. If approved, the grant funds will be used to purchase specialty tools necessary for the operation and effectiveness of the law enforcement component of the RRT. The tools will be used by the explosive ordnance disposal technicians to conduct diagnosis and render safe procedures on the detonation and circuitry systems found in improvised explosive devices. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to accept the FFY 2014 Homeland Security Grant Program Award Reallocation on behalf of the GPD

and enter into agreement number 140803-03 with the AZDOHS.

Previous Related Council Action

On October 28, 2014 City Council adopted a resolution (No. 4884 New Series) authorizing the City Manager to accept the FFY 2014 Homeland Security Grant Program Award on behalf of the GPD in the approximate amount of $7,326 and enter into grant agreement number 140803-01 with AZDOHS.

On October 28, 2014 City Council adopted a resolution (No. 4885 New Series) authorizing the City Manager to accept the FFY 2014 Homeland Security Grant Program Award on behalf of the GPD in the approximate amount of $108,000 and enter into grant agreement number 140803-02 with AZDOHS.

Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

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RESOLUTION NO. 5089 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF FFY 2014 HOMELAND SECURITY PROGRAM AWARD-REALLOCATION FROM THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF $11,650 FUNDED UNDER THE URBAN AREA SECURITY INITIATIVE FOR THE PROJECT ENTITLED "PHOENIX USAI RAPID RESPONSE TEAM – GLENDALE POLICE DEPARTMENT" ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of Glendale Police Department previously submitted an application for grant funding to the Arizona Department of Homeland Security (AZDOHS) under the Urban Area Security Initiative in the amount of S108,000 and $7,326 for the Phoenix USAI Rapid Response Team – Glendale Police Department Project and the 2014 Glendale PD TLO Sustainment Project; and

WHEREAS, the original grants were accepted by the Glendale City Council on October 28, 2014, and the expenditure of the grant funds and additional non-reimbursable funds were authorized pursuant to Resolution Nos. 4884 and 4885 New Series; and

WHEREAS the City of Glendale Police Department submitted an application for reallocated grant funding in February of 2016; and

WHEREAS, in March of 2016, AZDOHS awarded the City of Glendale Police Department reallocated grant funding; and

WHEREAS, the City of Glendale Police Department is seeking for City Council to authorize the acceptance and expenditure of the reallocated grant funds.

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

SECTION 1. That the City Council of the City of Glendale accepts the FFY 2014 Homeland Security Grant Program Award-Reallocation (Grant No. 140803-03) for the project entitled, "Phoenix USAI Rapid Response Team – Glendale Police Department" funded under the Urban Area Security Initiative, in the approximate amount of $11,650, on behalf of Glendale Police Department.

SECTION 2. That the City Council of the City of Glendale authorizes expenditure of said grant funds for the Phoenix USAI Rapid Response Team – Glendale Police Department project, as more fully set forth in the application for reallocated FFY 2014 Homeland Security Grant Program funds.

SECTION 3. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_pd_azdohs.doc

Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

Director Gilbert M. Orrantia

March 15th, 2016

Chief Debora Black
Glendale Police Department
6835 North 57 Drive
Glendale, AZ 85301-3218

Subject: FFY 2014 Homeland Security Grant Program Award-REALLOCATION
Subgrantee Agreement Number: **140803-03**
Project Title: **Phoenix UASI Rapid Response Team - Glendale Police Department**

Dear Chief Debora Black:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Phoenix UASI Rapid Response Team - Glendale Police Department**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$11,650.** The grant performance period is **March 1, 2016 through July 31, 2016.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements (enclosed).
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification (enclosed).
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before April 30th, 2016 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State

Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.

- All projects that support exercises must be:
    - In compliance with grant guidance and the subgrantee agreement.
    - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
    - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
    - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
    - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
    - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.

- Subgrantees are subject to the AZDOHS Site Monitoring Program.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Lt. Brad Harkleroad

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

NIMS Compliance Certification

Subgrantee Information

Subgrantee Agreement Number: 140803-03

Agency: City of Glendale Police Department

Please complete this form, sign and return to AZDOHS with award packet materials.

1.a. Select your jurisdiction type:

☐ Tribal Nation ☐ County/Parish/Township/Borough ☑ City/Urban Area ☐ Other:

If you marked other, please explain:

1.b. If all components of your jurisdiction are not accounted for, please explain:

2. Has your jurisdiction formally adopted and/or maintained adoption of the National Incident Management System as your all-hazards incident management system for Fiscal Year (FY) 2015? ☑ Yes ☐ No

3. Has your jurisdiction reviewed and revised the following types of plans to incorporate NIMS components, principles, and policies?

Emergency Operations Plans	☑ Yes	☐ No	*Mitigation Plan*	☑ Yes	☐ No
Standard Operating Procedures	☑ Yes	☐ No	*Training Plan*	☑ Yes	☐ No
Standard Operation Guidelines	☑ Yes	☐ No	*Continuity Plan*	☑ Yes	☐ No
All Hazard Plan	☑ Yes	☐ No			

4. Has your jurisdiction established (and/or have in development) the following types of mutual aid agreements, compacts, and/or assistance agreements?

Intrastate Agreements			*Interagency and Interstate Agreements*		
Throughout the State/Territory?	☑ Yes	☐ No	*Throughout the jurisdiction?*	☑ Yes	☐ No
That include the Private Sector?	☑ Yes	☐ No	*That include the Private Sector?*	☑ Yes	☐ No
That include NGOs?	☑ Yes	☐ No	*That include NGOs?*	☑ Yes	☐ No
That include Tribal Nations?	☑ Yes	☐ No	*That include Tribal Nations?*	☑ Yes	☐ No

5.a. Have NIMS concepts and principles been incorporated into appropriate training within your jurisdiction?

☑ Yes, all appropriate training ☐ Yes, some appropriate training ☐ No

5.b. If yes, which of the following has been incorporated?

☑ Interoperable and Compatible Communications, Technology, and Information Management
☑ Resource Management, Typing, and Credentialing
☑ Mutual Aid or Assistance Agreements
☑ Incident Command System
☑ Multiagency Coordination System
☑ Public Information

6. Has your jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the NIMS Training Program, receive NIMS training in accordance with their incident management responsibilities?

☑ Yes ☐ No

7. Which, if any, of the following are priorities for your jurisdiction to incorporate into training in the coming year? Please choose up to three options from the list below.

☑ Interoperable and Compatible Communications, Technology, and Information Management
☐ Resource Management, Typing, and Credentialing
☐ Mutual Aid or Assistance Agreements
☐ Incident Command System
☑ Multiagency Coordination System
☑ Public Information

Other (please specify):

NIMS Compliance Certification

8.a. Have NIMS concepts and principles been incorporated into appropriate exercises within your jurisdiction?

☑ Yes, all appropriate exercises ☐ Yes, some appropriate exercises ☐ No

8.b. If yes, which of the following has been incorporated?

☑ Interoperable and Compatible Communications, Technology, and Information Management
☑ Resource Management, Typing, and Credentialing
☑ Mutual Aid or Assistance Agreements
☑ Incident Command System
☑ Multiagency Coordination System
☑ Public Information

9. Which, if any, of the following are priorities for your jurisdiction to incorporate into exercises in the coming year? Please choose up to three options from the list below.

☑ Interoperable and Compatible Communications, Technology, and Information Management
☐ Resource Management, Typing, and Credentialing
☐ Mutual Aid or Assistance Agreements
☑ Incident Command System
☐ Multiagency Coordination System
☑ Public Information

Other (please specify):

10. Does your jurisdiction maintain an inventory of its response resources and assets? ☑ Yes ☐ No

11. Does your jurisdiction use an interoperable tool, such as the Incident Resource Inventory System (IRIS), to inventory response resources and assets? ☑ Yes ☐ No

12. Has your jurisdiction typed and inventoried your response resources and assets consistently with available national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at http://www.fema.gov/resource-management? ☑ Yes ☐ No

13. Does your jurisdiction have a process to determine availability of response resources and assets in accordance with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at http://www.fema.gov/resource-management? ☑ Yes ☐ No

14. What priorities has your jurisdiction identified to enhance your implementation of NIMS in the coming year? Please check up to three.

☐ Incorporate NIMS concepts and principles into existing plans and/or planning efforts.
☑ Update training to ensure all applicable NIMS concepts and principles are incorporated.
☐ Incorporate additional NIMS concepts and principles into exercises.
☐ Make communication and information management practices consisten with NIMS.
☑ Increase efforts to inventory all response assets consistently with available NIMS national resource typing definitions.
☐ Increase adoption of the Incident Command System.
☐ Increase adoption of Multiagency Coordination Systems
☑ Make public information practices consistent with NIMS.

Other (please specify):

15. Does your jurisdiction have an access and re-entry plan in order to control the flow of resources and personnel into the area of an incident? ☐ Yes ☑ No

16. Please list any tools, training, guidance, or support that would be helpful in further enhancing your jurisdiction's implementation of NIMS:

Authorized Signature

Print Name and Title

Mark Hubler Emergency Manager

Date 3/31/2016

Project Administration Page

Grant #: **140803-03** Sub-Recipient: **Glendale Police Department**

Project Title: **Phoenix UASI Rapid Response Team - Glendale Police Department**
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Police Department**
   Point of Contact: **Lt. Brad Harkleroad**

   Sub-recipient Address:
   Street: **6835 North 57 Drive**

   City/State/Zip: **Glendale, AZ 85301-3218**

   Head of Agency: **Chief Debora Black**
   Authorized individual has delegated authority to make application on behalf of the agency.
   Phone#: **623-930-3059**

   E-mail Address: **dblack@glendaleaz.com**

2. Organization Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**

5. Total Dollar Amount Requested: **$11,650** Total Dollar Amount Awarded: **$11,650**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subgrantee Agreement. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

	Print Name	Signature	Date
Project Point of Contact	Lt. Brad Harkleroad		3.28.2016
Strategic Planner or Assistant Director Planning & Preparedness	Debora Black	Debora Black	4-5-16

This form is to be signed and returned.

STATE OF ARIZONA
Department of Homeland Security
2014 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL

Glendale Police Department **140803-03**

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

Brief Description and Utilization:	The IED wire attack surgical cutters, voltage probe kit, current probe, circuitry / sensor substitution tool and 90 mega ohm resistors are speciality tools used by EOD techs to conduct diagnosis and render safe procedures on the detonation and circuitry systems found in improvised explosive devices. All of this equipment enhances the current capabilities of the Glendale Police RRT.

AEL #	*Item Description*	*Quantity*	*Cost*	*Total Cost*	*AZDOHS Approved*	*Approved Quantity*	*Approved Cost*
03OE-04-CRNT	**IED 90 mega ohm resistor**	10	$100.00	$1,000.00	Jake Kelly	10	$1,000.00
03OE-04-CRNT	**IED wire attack surgical cutter**	5	$200.00	$1,000.00	Jake Kelly	5	$1,000.00
03OE-04-CRNT	**IED circuitry sensor substitution tool**	5	$500.00	$2,500.00	Jake Kelly	5	$2,500.00
03OE-04-CRNT	**IED wire attack voltage probe kit**	5	$1,100.00	$5,500.00	Jake Kelly	5	$5,500.00
03OE-04-CRNT	**IED wire attack current probe**	3	$550.00	$1,650.00	Jake Kelly	3	$1,650.00

Totals For Glendale Police Department Contract Number 140803-03 *Requested* $11,650.00 *Approved* $11,650.00

STATE OF ARIZONA

Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM

PROJECT DETAIL

Glendale Police Department 140803-03

Application Summary

Award Funded As Follows:

	Requested Amounts	*Recommended Amounts*	*Awarded Amounts*
Equipment	$11,650.00	$11,650.00	$11,650.00
Training	$0.00	$0.00	$0.00
Exercise	$0.00	$0.00	$0.00
Planning	$0.00	$0.00	$0.00
M & A	$0.00	$0.00	$0.00
Organization	$0.00	$0.00	$0.00
Award Totals	$11,650.00	$11,650.00	$11,650.00

SUBGRANTEE AGREEMENT-REALLOCATION

14-AZDOHS-HSGP-140803-03

Between

The Arizona Department of Homeland Security
And

Glendale Police Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Glendale Police Department

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **March 1, 2016** and shall terminate on **July 31, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled
"Phoenix UASI Rapid Response Team - Glendale Police Department"

and funded at **$11,650** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to **$11,650** to the subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at *www.azdohs.gov*. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at *www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html*

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at *www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html*.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at *www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.*

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin *www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf* . U.S.

Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.

d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html.

f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website http://www.dol.gov/compliance/laws/comp-dbra.htm.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)
The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement

policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *www.gao.az.gov*.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, *www.azdohs.gov/grants/*.

Training and Exercise
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control
Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property and Capital Assets:

   1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

   2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at *www.azdohs.gov/Grants/*. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov/Grants/*.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov/Grants/*. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

   a. In case of equipment disposition:
   The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at *www.azdohs.gov/Grants/*.

f) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

   The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags
All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001
All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procures a commercial sex act during the period of time that the award is in effect; or

3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement
All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions
All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies
All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits
State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations
All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension
All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information

that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf
and
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles
Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975
All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990
All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964
All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968
All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited* and additional resources on *http://www.lep.gov*.

Article Z - SAFECOM
Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)
All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973
All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED
Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL
This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE
If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST
The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS
The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

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

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed

matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

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

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

POLICE CHIEF DEBORA BLACK
Enter Title, First & Last Name above
CITY OF GLENDALE POLICE DEPT.
Enter Agency Name above
6835 N. 57th DRIVE
Enter Street Address
GLENDALE, AZ 85301
Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

CITY OF GLENDALE
Enter Agency Name above

Authorized Signature above

KEVIN R. PHELPS, CITY MANAGER
Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

FFY 2014 Reallocation

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

File #: 16-163, **Version:** 1

RESOLUTION 5090: AUTHORIZATION TO ACCEPT A GOOD NEIGHBOR CITIZENSHIP COMPANY GRANT FROM STATE FARM

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept a Good Neighbor Citizenship Company Grant on behalf of the Glendale Police Department (GPD) in the approximate amount of $13,500 for use with teen driver safety education in support of GPD's "It Can Wait" program.

Background

State Farm offers Good Neighbor Citizenship Company Grants to help to build safer, stronger, and better educated communities across the United States through social investments and countrywide relationships. State Farm Company Grants focus on three areas: safety, education, and community development. Government entities are eligible to apply for and receive charitable contributions from State Farm. The State Farm grant application cycle for 2016 opened in September 2015.

GPD submitted an application to State Farm for funding to focus on the area of safety, developing a program for teen driver education to correspond with the national "It Can Wait" campaign and pledge. The "It Can Wait" campaign was launched in 2010 and shares a simple message, "Keep your eyes on the road, not on your phone." Distracted driving is closely associated with cell phone usage, but there are other contributing factors. Through teen driver safety education, GPD's intended outcome is to create a population of safer, more attentive drivers. In March 2016, the City was notified by State Farm that the grant application request had been approved and GPD would receive $13,500.

Analysis

The grant performance period is January 1, 2016 through December 31, 2016. If approved, the grant funds will be used to purchase equipment to create teen driver safety education messages. The video messages will be 15-30 seconds in length and aimed at making an impact on teen drivers about the dangers of distracted driving. Though sharing the videos through social media sites will be a critical component, when possible, the videos will be introduced in person by a police officer. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to accept the Good Neighbor Citizenship Company Grant on behalf of the Glendale Police Department in the approximate amount of $13,500.

Community Benefit/Public Involvement

The video messages will be shared with high schools and throughout the community through social media channels. GPD will strive to promote awareness about the dangers of distracted driving and demonstrate public accountability. These efforts will be aimed at decreasing crashes and making roadways safer for all drivers.

Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 5090 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING THE 2016 GOOD NEIGHBOR CITIZENSHIP COMPANY GRANT, IN THE APPROXIMATE AMOUNT OF $13,500 FROM STATE FARM FOR THE PROJECT ENTITLED "IT CAN WAIT" ON BEHALF OF THE GLENDALE POLICE DEPARTMENT

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

SECTION 1. That the City of Glendale hereby accepts the 2016 Good Neighbor Citizenship Company Grant for the "It Can Wait" project in the approximate amount of $13,500 funded by State Farm.

SECTION 2. That the City Manager or his designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_pd_state farm.doc

From: Tamara Pachl <tamara.pachl.br1m@statefarm.com>
Sent: Thursday, March 10, 2016 1:32 PM
To: Vidaure, David
Cc: Tamara Pachl
Subject: State Farm grant request: Congratulations Glendale PD

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Congratulations!

State Farm has approved the 2016 Glendale Police Department's request for $13,500 in support of your Department's It Can Wait program. According to your grant proposal, the donation will be used to purchase equipment to create teen-driver safety education messages that will be shared through social media channels in high schools and throughout the community.

Let's get a meeting scheduled to discuss next steps including:

- News release/Social media announcement about the grant
- Glendale State Farm agent engagement opportunities
- Quarterly reporting process

Let me know when you're available and I'll send a meeting invitation your way.

Congratulations again!

Best regards,

Tamara

Tamara Pachl

State Farm® Community Specialist

O: 970.395.5252 C: 970.301.1641

tamara.pachl.br1m@statefarm

Follow me on Twitter! @SF_TamaraPachl

Review Your Application

Please review your proposal information. If you are not ready to submit your proposal at this time, click the "Save Only" button. The proposal will then be available to edit from the Welcome page. Clicking the Submit button will immediately send the application to State Farm and you will then be unable to perform further editing.

Contact Information

Title	Sergeant
* Prefix	Mr.
* First Name	David
* Last Name	Vidaure
* Street Address	6835 N 57TH DRIVE
Address 2	
* City	GLENDALE
* State or Province	Arizona
* Postal Code	85301-0001
* Telephone	602-930-3076
Extension	
* E-mail Address	DVIDAURE@GLENDALEAZ.COM

Organization Information

* Legal Name	GLENDALE POLICE DEPARTMENT
* Street Address	6835 N 57TH DRIVE
Address 2	
* City	GLENDALE
* State	Arizona
* Postal Code	85301-0001
Tax ID	866000247
* Phone Number	602-930-3076
Fax Number	
* E-mail Address	DVIDAURE@GLENDALEAZ.COM
Website Address	www.glendaleaz.com/police
Social Media Website Address(es)	https://twitter.com/GlendaleAZPD

Proposal Objectives

* Program Title	It Can Wait
* Program Start Date	01/01/2016
* Program End Date	06/30/2016
* Summary	The Glendale Police Department would like to create a series of short videos to show teen drivers the dangers of distracted driving. The videos would be played across our own social media platforms as well as shared with local high-schools and driving schools. This would piggy-back off of the national "It Can Wait" campaign and pledge. The videos would be 15-30 seconds in length and simple enough to make an impact on the teen drivers. Distracted driving is closely associated with cell phone usage, but we will also point out other factors.
* Intended Outcomes	The intended outcomes are simple. The first intended outcome is to create a population of safer, more attentive drivers. Secondly would be to decrease the number of crashes in our City as well as the number of citations issued for violations related to distracted driving. While we do not have a distracted driving law, many violations such as speeding and red-light running are associated with inattentive drivers.
* Purpose and Objectives	The purpose of the program is to make the roadways safer for all drivers by education teen drivers about the danger of distracted driving. The objects are: to create relatable material to aid in educating teen drivers, provide those materials through multiple forms of media to make the greatest impact and the lessen the occurrences of vehicle crashes related to distracted driving.
* Program Established	2015

*** Demonstrated Success** Not Applicable

*** Program Activities** The creation of the short videos will be a large component of all activity related to the program. Sharing those videos through our own social media sites will be a critical component. The materials will also be shared with the schools and likely in-person to make the contacts most effective. When possible, the videos can be introduced in-person by a police officer during a drivers' education class. We will also reinforce our own program by utilizing national safety campaigns.

*** State Farm Connection** We will brand our videos with the fact that they were created with the assistance of State Farm. We also have a former city council member who is a State Farm agent that we may seek assistance and partnership from.

*** Elected Officials and/or Community Leaders** Our City leadership is current with trends in social media. We would include them by casting them in speaking roles in some or all of the videos. It is important that this is a push from the community as a whole and not just the Police department.

*** Communicate Results** Statistical results could be provided as to the number of crashes over comparable time frames. We would also like short testimonial videos or written statements from teens who have viewed the videos.

*** Semi-annual and Final Results** Yes

Budget

*** Requested Amount** $5,000.00

*** Charitable Amount** $5,000.00

*** Non-Charitable Amount** N/A

*** Overall Funding** The total dollar amount would be used towards equipment used in the production of videos and distribution of educational materials. There would be no costs incurred for labor or employee time. The hard equipment purchased would be used to outfit our two PIO's. Digital SLR camera ($1,000), iOgrapher video kits ($500/ea x 2), Wireless lapel microphone systems ($200/ea x 2), Apple iPad Air 2 Wifi & LTE 128GB ($829/ea x 2) and the remainder towards an Apple Mac/MacBook for editing ($1,000+).

*** Program Budget** The program would operate as part of the current duties of our Public Information Officers. The only cost would the purchase of equipment needed to move forward. The grant amount of $5,000 may not cover all of the purchases. The hard equipment purchased would be used to outfit our two PIO's. Digital SLR camera ($1,000), iOgrapher video kits ($500/ea x 2), Wireless lapel microphone systems ($200/ea x 2), Apple iPad Air 2 Wifi & LTE 128GB ($829/ea x 2) and the remainder towards an Apple Mac/MacBook for editing ($1,000+).

*** Other Program Funding** N/A

*** Previous Funding** No

Geographical Data

*** Geographical Area Served** Arizona

Counties - Arizona Maricopa

*** Specific Area** Glendale

*** Schools or School Districts Impacted** Peoria Unified School District

Deer Valley Unified School District

Glendale Union High School District

Tolleson Union High School District

Demographics

Demographics

*** Participants Impacted** 1500+

*** Ethnicity Served** 100% No Response

*** Age Group Served** 100% No Response

*** Gender Served** 100% All

*** Population Served** 100% No Response

Communication Strategy

*** Communication Plan** The first course of publically communicating the plan is through our social media outlets. The Glendale Police Department currently communications on Twitter, Instagram and Nextdoor. Those

three social media sites account for nearly 13,000 direct followers. The ability to produce these high quality safety videos would be a substantial movement towards the creation of a Facebook account. We also have a YouTube channel through our City's site. Secondly would be the use of our dedication squad of school resource officers. They are assigned to the majority of the high schools in the city and also take part in the curriculum. For those schools with resource officers, the PIO's would then be the points of contact. We would teach directly to students who partake in a driver's course at the school and/or any other opportunity such as a health class.

*** Program Communication** The grantee, the Glendale Police Department, will be responsible for communicating the information related to the "It Can Wait" campaign. The agency's Public Information Office will manage the program.

*** Use of Media** The first course of publically communicating the plan is through our social media outlets. The Glendale Police Department currently communications on Twitter, Instagram and Nextdoor. Those three social media sites account for nearly 13,000 direct followers. The ability to produce these high quality safety videos would be a substantial movement towards the creation of a Facebook account. We also have a YouTube channel through our City's site. It is also typical upon being rewarded a sizeable grant that we issue a press release to all local media (TV, print and radio). Our city leaders will also be notified and assist in sharing the message with the community.

*** State Farm Recognition** First and foremost will be the issuance of a press release upon the receipt of any grant amount. The release will indicate the purpose and use of the grant and will recognize State Farm as the grantor. Video productions related to the grant program will include text and logos, provided by State Farm and used per your guidelines, in order to provide credit to the grant and the company.

Attachments

Attachments

Submit Save Only

Need Support?

State Farm Grant – long questions

Program Title: It Can Wait

Program Start Date: Jan 1, 2016

Program End Date: June 30, 2016

Summary: The Glendale Police Department would like to create a series of short videos to show teen drivers the dangers of distracted driving. The videos would be played across our own social media platforms as well as shared with local high-schools and driving schools. This would piggy-back off of the national "It Can Wait" campaign and pledge. The videos would be 15-30 seconds in length and simple enough to make an impact on the teen drivers. Distracted driving is closely associated with cell phone usage, but we will also point out other factors.

Intended outcomes: The intended outcomes are simple. The first intended outcome is to create a population of safer, more attentive drivers. Secondly would be to decrease the number of crashes in our City as well as the number of citations issued for violations related to distracted driving. While we do not have a distracted driving law, many violations such as speeding and red-light running are associated with inattentive drivers.

Purpose & Objectives: The purpose of the program is to make the roadways safer for all drivers by education teen drivers about the danger of distracted driving. The objects are: to create relatable material to aid in educating teen drivers, provide those materials through multiple forms of media to make the greatest impact and the lessen the occurrences of vehicle crashes related to distracted driving.

Program activities: The creation of the short videos will be a large component of all activity related to the program. Sharing those videos through our own social media sites will be a critical component. The materials will also be shared with the schools and likely in-person to make the contacts most effective. When possible, the videos can be introduced in-person by a police officer during a drivers' education class. We will also reinforce our own program by utilizing national safety campaigns.

State Farm connection: We will brand our videos with the fact that they were created with the assistance of State Farm. We also have a former city council member who is a State Farm agent that we may seek assistance and partnership from.

Elected officials/Community leaders: Our City leadership is current with trends in social media. We would include them by casting them in speaking roles in some or all of the videos. It is important that this is a push from the community as a whole and not just the Police department.

Communicate results: Statistical results could be provided as to the number of crashes over comparable time frames. We would also like short testimonial videos or written statements from teens who have viewed the videos.

Requested Amount: $5,000

Charitable Amount: $5,000

Overall Funding: The total dollar amount would be used towards equipment used in the production of videos and distribution of educational materials. There would be no costs incurred for labor or employee time. The hard equipment purchased would be used to outfit our two PIO's. Digital SLR camera ($1,000), iOgrapher video kits ($500/ea x 2), Wireless lapel microphone systems ($200/ea x 2), Apple iPad Air 2 Wifi & LTE 128GB ($829/ea x 2) and the remainder towards an Apple Mac/MacBook for editing ($1,000+).

Program Budget: The program would operate as part of the current duties of our Public Information Officers. The only cost would the purchase of equipment needed to move forward. The grant amount of $5,000 may not cover all of the purchases. The hard equipment purchased would be used to outfit our two PIO's. Digital SLR camera ($1,000), iOgrapher video kits ($500/ea x 2), Wireless lapel microphone systems ($200/ea x 2), Apple iPad Air 2 Wifi & LTE 128GB ($829/ea x 2) and the remainder towards an Apple Mac/MacBook for editing ($1,000+).

Other Program Funding: N/A

Additional Funding Justification: N/A

Communication Plan: The first course of publically communicating the plan is through our social media outlets. The Glendale Police Department currently communications on Twitter, Instagram and Nextdoor. Those three social media sites account for nearly 13,000 direct followers. The ability to produce these high quality safety videos would be a substantial movement towards the creation of a Facebook account. We also have a YouTube channel through our City's site. Secondly would be the use of our dedication squad of school resource officers. They are assigned to the majority of the high schools in the city and also take part in the curriculum. For those schools with resource officers, the PIO's would then be the points of contact. We would teach directly to students who partake in a driver's course at the school and/or any other opportunity such as a health class.

Program Communications: The grantee, the Glendale Police Department, will be responsible for communicating the information related to the "It Can Wait" campaign. The agency's Public Information Office will manage the program.

Use of Media: The first course of publically communicating the plan is through our social media outlets. The Glendale Police Department currently communications on Twitter, Instagram and Nextdoor. Those three social media sites account for nearly 13,000 direct followers. The ability to produce these high quality safety videos would be a substantial movement towards the creation of a Facebook account. We also have a YouTube channel through our City's site. It is also typical upon being rewarded a sizeable grant that we issue a press release to all local media (TV, print and radio). Our city leaders will also be notified and assist in sharing the message with the community.

State Farm Recognition: First and foremost will be the issuance of a press release upon the receipt of any grant amount. The release will indicate the purpose and use of the grant and will recognize State Farm as the grantor. Video productions related to the grant program will include text and logos, provided by State Farm and used per your guidelines, in order to provide credit to the grant and the company.

File #: 16-168, **Version:** 1

RESOLUTION 5091: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION MOTOR VEHICLE DIVISION FOR A CUSTOMER SERVICE KIOSK AT THE CITY COURT

Staff Contact: Elizabeth R. Finn, Presiding Judge

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a one-year Memorandum of Understanding with the Arizona Department of Transportation Motor Vehicle Division (ADOT MVD) providing the City Court with a customer service kiosk offering public access to ADOT MVD online services.

If approved, the initial term of this MOU shall be effective upon execution by both parties and shall thereafter continue in effect for one year. Upon expiration of the one-year period, the parties may mutually agree to extend the term of the MOU for another one year or greater by entering into a joint letter of renewal. This is also a request for City Council to authorize the Presiding Judge to renew the MOU, at her discretion, for this additional term based on satisfactory performance.

Background

Among the many different types of cases that are filed and resolved at Glendale City Court are criminal misdemeanors and traffic violations committed in the City of Glendale. The adjudication of traffic violations and certain criminal misdemeanors frequently requires court customers to conduct business with the Arizona Department of Transportation Motor Vehicle Division. The Arizona Department of Transportation Motor Vehicle Division has agreed to provide a customer service kiosk to be installed at Glendale City Court at no cost to the City.

Community Benefit/Public Involvement

The customer service kiosk will provide users access to a variety of MVD online services including vehicle registration renewals, MVD records, duplicate driver licenses, registration tab replacements, duplicate vehicle registrations, driver license reinstatements, change of address, insurance verification, license plate refunds, voter registration, sold notices, license plate credits and vehicle fee recaps.

Local access to these services benefits the citizens of Glendale and beyond, as users will be able to perform certain driver license and motor vehicle transactions immediately at Glendale City Court without having to visit an offsite ADOT MVD service location. Greater convenience and cost savings will be realized for kiosk users who no longer will need to travel to another location to complete their ADOT MVD business. Many of these customers will already be at Glendale City Court conducting other related business.

If approved, City Court staff will work with Glendale's Marketing/Communications Department to publicize this new service and maximize the available benefits to its citizens.

Budget and Financial Impacts

ADOT MVD will install the kiosk and furnish signage directing customers to the kiosk service area at no cost to the City. Glendale City Court will be responsible for one-time costs to purchase a router, modem and associated wiring, totaling approximately $972.

Additionally, the Court will be required to pay for ongoing broadband high-speed internet access at a cost of approximately $60 per month and annual router maintenance fees of approximately $76 per year

ADOT MVD shall be responsible for all maintenance costs, repairs and service of the kiosk. ADOT MVD shall also be responsible for supplying the specialized paper, which the Court shall use for restocking. ADOT MVD shall be responsible for supplying the printer toner cartridges when needed.

Cost	Fund-Department-Account
$708	**1000-10410-521000 - Equipment Less Than $5,000**
$264.21	**1000-10410-521000 - Equipment Less Than $5,000**
$76.33	**1000-10410-518200 - Professional and Contractual**
$60.49	**1000-10410-518200 - Professional and Contractual**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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RESOLUTION NO. 5091 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION MOTOR VEHICLE DIVISION FOR A CUSTOMER SERVICE KIOSK AT GLENDALE CITY COURT.

WHEREAS, Glendale City Court adjudicates criminal misdemeanors, City Code violations, traffic violations and certain juvenile offenses committed in the City of Glendale; and

WHEREAS, the adjudication of traffic violations and certain criminal misdemeanors frequently requires court customers to conduct business with the Arizona Department of Transportation Motor Vehicle Division; and

WHEREAS, the Arizona Department of Transportation Motor Vehicle Division has agreed to provide a customer service kiosk to be installed at Glendale City Court, located at 5711 West Glendale Avenue, at no cost to the City; and

WHEREAS, the customer service kiosk will provide users access to Motor Vehicle Division online services including vehicle registration renewals, MVD records, duplicate driver licenses, registration tab replacements, duplicate vehicle registrations, driver license reinstatements, changes of address, insurance verification, license plate refunds, voter registration, sold notices, license plate credits and vehicle fee recaps; and

WHEREAS, the City of Glendale and the Arizona Department of Transportation Motor Vehicle Division wish to enter into a Memorandum of Understanding for a customer service kiosk at the Glendale City Court.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Memorandum of Understanding with the Arizona Department of Transportation Motor Vehicle Division for a customer service kiosk at Glendale City Court be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

r_court_mou.doc

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ARIZONA DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE DIVISION AND
CITY OF GLENDALE

This Memorandum of Understanding ("MOU") is made and entered into by and between the Arizona Department of Transportation Motor Vehicle Division ("ADOT MVD"), a government agency of the State of Arizona, and the City of Glendale ("City"). ADOT MVD and the City will collectively be referred to in this MOU as the "Parties."

RECITALS

1. ADOT MVD is ready, willing and able to provide services of the kind and character that the City wishes to provide for its citizens at the City Court Building (the "Facility"), as specified below, and the City wishes ADOT MVD to provide such services.

2. The City owns real property within its City limits, including the "Facility" located at 5711 W. Glendale Ave., Glendale, AZ 85301.

NOW, THEREFORE, in consideration of the covenants and promises contained in this MOU and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. Recitals. The recitals which appear above are incorporated into this MOU by this reference.

2. Applicability. The terms and conditions of this MOU shall apply to ADOT MVD's use of the Facility listed below:

The City Court Building
5711 W. Glendale Ave.
Glendale, AZ 85301

3. Service Area.

3.1 The City agrees to provide ADOT MVD with suitable space in the Facility listed in section 2.0, above, subject to the terms and conditions contained in this MOU, to enable ADOT MVD to render those services and conduct the programs and activities, as applicable, which it customarily provides, as more specifically provided in Subsection 4.1. The space designated for the use of ADOT MVD to provide services in the facility to which this MOU relates shall be referred to in this MOU as the "Service Area."

3.2 Both Parties understand and acknowledge that the services provided at any particular facility are subject to continuous review to determine the needs of the persons using the facility and how to best respond to them. The nature of the service to be provided or activity to be conducted, the frequency of need, scheduling and need to coordinate other services and providers are all considered in determining a suitable and appropriate Service Area. The Parties mutually agree to confer on these matters. In the event of change in Service Area, the Parties agree to prepare a diagram showing the new Service Area, which will be signed by the Parties and substituted as the new Exhibit "A".

3.3 The City, after conferring with ADOT MVD, shall have the final authority and sole discretion to determine the size and location of the Service Area, and the times at which it will be made available to ADOT MVD. ADOT MVD acknowledges by the execution of this MOU that it has examined the Service Area, which shall consist of a portion of the Facility's lobby sufficient in size to contain the ServiceArizona Kiosk discussed in Subsection 4.1 of this MOU and which is shown on the diagram in Exhibit "A", and ADOT MVD agrees that it is appropriate and suitable for providing services. Unless otherwise provided in this MOU, ADOT MVD accepts the Service Area in "as is" condition.

3.4 ADOT MVD shall furnish signage at the Facility to direct members of the public to the Service Area. ADOT MVD will confer with the City concerning signage, but ADOT MVD shall have discretion to determine the signage content and amount, based upon the need for existing signage at the Facility, the need for consistency and uniformity in signage, and other considerations. The City, its officers, employees and agents shall clearly identify that it is ADOT MVD, rather than the City, that is providing services in the Service Area. The City shall not represent that it is a part of ADOT MVD, or that it is acting on behalf of ADOT MVD. The City shall not use the name of ADOT MVD, its seal, signs or logos in any advertising, promotional materials, or for any other purpose without the express, written prior approval of the ServiceArizona Program Administrator.

3.5 The City assumes all responsibility for a safe, secured and monitored Service Area for its customers and the ServiceArizona Kiosk, at no cost to ADOT MVD. Accordingly, all City Court visitors and their property are subject to security screenings upon entering the Facility by City Court security personnel. The area designed for the ServiceArizona Kiosk is located in the front lobby near the security station. In additional to court security personnel, the ServiceArizona Kiosk is monitored by the court security camera system during all business hours. ADOT MVD agrees and acknowledges that the City's security measures described in the paragraph meet the City's obligation as expressed in the first sentence of this paragraph.

3.6 The City assumes all risks of loss or damage to the ServiceArizona Kiosk from any cause, and agrees to return it to ADOT MVD in the condition received, with the exception of normal wear and tear. ADOT MVD will determine normal wear and tear. The following standards apply for determining unreasonable wear and tear: a modified appearance; added, removed or modified accessories, equipment, or parts without ADOT MVD's prior written permission; component damage, including monitor and printer; water or electrical damage. All determinations made by ADOT MVD are final. ADOT MVD and the City shall jointly inspect the ServiceArizona Kiosk upon delivery. The City shall immediately notify ADOT MVD of any discrepancies. If the City fails to provide such notice within two (2) days after the delivery of the ServiceArizona Kiosk, the City will be conclusively presumed to have accepted the ServiceArizona Kiosk as is. Any subsequent claim that the ServiceArizona Kiosk was not provided in fully functional order will not be considered.

3.7 The City shall notify ADOT MVD of any office break-in, theft or loss of the ServiceArizona Kiosk or documents related to this MOU as soon as the break-in, theft or loss is discovered. If necessary, the City shall employ, and pay for, any additional security measures as prescribed by ADOT MVD.

4. Use of Facility.

4.1 ADOT MVD's use of the Facility shall be limited to providing those services that ADOT MVD customarily provides, which are more specifically described as follows:

> ADOT MVD will install one (1) ServiceArizona Kiosk in the Service Area at no cost ($0.00) to the City. The ServiceArizona Kiosk will provide users access to MVD online services, which shall include but are not limited to the following: Registration Renewal; Motor Vehicle Record; Duplicate Driver License; Registration Tab Replacement; Duplicate Vehicle Registration; Driver License Reinstatement; Change of Address; Insurance Verification; 3 Day Permit; Plate Refund; 30 Day General Use; Voter Registration; Sold Notice; Plate Credit; and Vehicle Fee Recap.

The services benefit the Parties as users can perform certain driver license and motor vehicle transactions immediately at the ServiceArizona Kiosk.

4.2 The Service Area that is the subject of this MOU shall be used solely for the purposes of rendering the services described in Subsection 4.1. ADOT MVD shall not use the Service Area for any other purpose, without the written consent of the Contract Administrator.

4.3 ADOT MVD shall be responsible for ensuring that any persons providing services, including but not limited to ADOT MVD's employees, agents and volunteers ("Service Providers"), are of suitable background to do so. ADOT MVD shall provide to the City, prior to its occupation and use of any Service Area, its written policies and procedures regarding the background investigation of its Service Providers.

4.4 ADOT MVD shall be responsible for ensuring that its work environment is free from unlawful discrimination, as provided by Title VI and Title VII of the Civil Rights Act of 1964 and other applicable state and federal laws. ADOT MVD shall further ensure a commitment to respecting individual differences and valuing diversity.

4.5 ADOT MVD shall ensure that the Service Providers have all required and applicable licenses, permits and permissions required by federal, state, City and City statutes, ordinances, laws, rules and regulations, prior to providing services at the Facility. All such licenses, permits and permissions must be current and in good standing.

4.6 City reserves the right to adopt, amend and enforce reasonable rules and regulations governing the operation of the Facility and the use of the Service Area. Rules and regulations shall be consistent with the safety, security, public use and utility of the Facility. These rules and regulations shall apply to ADOT MVD, its officers, employees and agents, including all Service Providers, and ADOT MVD agrees to comply with them.

4.7 ADOT MVD shall obtain the prior written approval of the City before making any representation, in any application for a grant or other funding, that it has or will secure the continuing use of the Service Area, or any other City property, whether real, personal or financial, in connection with the application.

5. Contract Administrator. The ServiceArizona Program Administrator shall be responsible for administering the terms of this MOU for ADOT MVD, and shall be the contact between

ADOT MVD and the City. Prior to the commencement of the MOU, the City shall designate a Contract Administrator who will be responsible for administering the terms of this MOU for the City, and will be the contact between the City and ADOT MVD. Each party shall furnish to the other full contact information, including mailing and physical addresses, phone numbers and current email addresses, for its designated Contract Administrator, including emergency contact information. Each party shall furnish the other in writing within two (2) business days of any change in its Contract Administrator. The City's Contract Administrator is Christopher Phelps, Court Administrator, whose physical and mailing address is 5711 West Glendale Avenue, Glendale, Arizona 85301, phone number is (623) 930-2452, e-mail address is cphelps@glendaleaz.com, and whose emergency contact information will be provided separately. ADOT MVD's ServiceArizona Contract Administrator is Robert J. Smith, Program Administrator, whose physical and mailing address is 1801 W. Jefferson St., MD 532M, Phoenix, AZ 85007, whose phone number is (602) 712-8217, option 4, and whose e-mail address is rsmith@azdot.gov, and whose emergency contact information will be provided separately.

6. Notice. Any notice required or permitted to be given pursuant to this MOU, unless otherwise expressly provided herein, shall be given in writing, either personally to the Contract Administrator of the other party; by an email sent to the designated email address, as shown below, of the other party the receipt of which is thereafter acknowledged by electronic or other reply; or by United States Postal Service, as shown below or to such other street address(es) as may be designed by the respective parties in writing from time to time. The notice shall be deemed complete when received by the person receiving it.

City	**ADOT MVD**
City of Glendale	ServiceArizona
Glendale City Court	Motor Vehicle Division
5711 W. Glendale Ave.	Arizona Department of Transportation
Glendale, AZ 85007	1801 W. Jefferson St., Phoenix, AZ. 85007
	and/or email: serviceazgroup@azdot.gov
ATTN: Contract Administrator	ATTN: ServiceArizona Program Administrator

7. Consideration. As and for consideration for rights and privileges which are the subject of this MOU, ADOT MVD agrees to provide the services described in Section 4.0, above, which the City regards as serving a valuable public purpose, constituting fair consideration. There shall be no fees charged to ADOT MVD.

8. Utilities. The City will arrange and pay for the electricity furnished to the ServiceArizona Kiosk in the Service Area for the term of this MOU. The City shall maintain the structural elements, heating, cooling and other systems of the Facility, including the Service Area, at its own expense and shall keep them in good repair. There shall be no additional charges to ADOT MVD for these utilities or services.

8.1 The City shall be responsible for arranging, providing, and paying for access to the public internet via *Ethernet Connection* to the ServiceArizona Kiosk in the Service Area. Both Parties mutually agree access to the public internet is by dedicated data line, in a manner to be prescribed by ADOT MVD.

9. Maintenance. ADOT MVD shall be responsible for all maintenance, repairs and service of the ServiceArizona Kiosk, including but not limited to repairing damage, correcting outages,

replacing parts and conducting routine maintenance and service calls. ADOT MVD shall have the right to inspect and perform maintenance on the ServiceArizona Kiosk during normal business hours. ADOT MVD shall have the right to perform emergency maintenance of the ServiceArizona Kiosk during after-hours.

The City has the right to enter the Service Area at any reasonable times to inspect and perform such maintenance and repairs. The City shall also provide janitorial services and trash disposal services to the Service Area at its sole cost and expense.

9.1 ADOT MVD will not have keys to the Service Area. The City hereby authorizes its Contract Administrator, as defined in Section 5.0, to provide ADOT MVD with after-hours access to the Service Area, including ADOT MVD supplied inventory.

10. Compliance. The City shall comply with all of the terms set forth in this MOU, together with all applicable federal and state statutes and regulations. The City shall also comply with all ADOT MVD policies, procedures and directives that ADOT MVD provides to the City throughout the course of this MOU. All City employees or contractors are held to the same compliance standards, and any failure to comply on the part of an employee or contractor will be deemed a failure on the part of the City.

The City shall establish and maintain an adequate system of supervision and internal management controls which will ensure, to the greatest degree possible, an early identification of any issues and problems related to the performance of its staff.

The City shall immediately notify ADOT MVD if it has reason to believe that an officer, agent, employee, contractor or other representative of the City has acted in violation of the law and/or the terms of this MOU, including but not limited to a suspected misuse of records or information on the part of such persons.

The relationship between ADOT MVD and the City is that of two independently contracting parties, wholly separate from one another. No agent or employee of the City shall be deemed to be an agent or employee of ADOT MVD, or the State of Arizona, for any reason. The City will be solely and entirely responsible for its acts and omissions, and the acts and omissions of its agents or employees throughout the duration of this MOU.

11. Inventory. The City shall be responsible for timely restocking all ServiceArizona Kiosk inventory, including but not limited to plain paper stock, Tab on Demand paper stock, and printer toner cartridge.

ADOT MVD shall be responsible for supplying the Tab on Demand paper stock, which the City shall use for the restocking.

The City shall be responsible for supplying the plain paper stock for the ServiceArizona Kiosk(s).

The City shall be responsible for maintaining and properly securing the Tab on Demand inventory, in a locked safe or vault, and for allowing ADOT MVD to inspect the storage of such inventory upon request.

ADOT MVD shall be responsible for supplying the printer toner cartridges, which the City shall use for timely changing the toner cartridges when needed.

12. Costs. Other than the costs associated with the provision of the Service Area described above in Paragraph 3, including but not limited to any costs associated with the risk of loss and damage to the ServiceArizona Kiosk described above in Paragraph 3.6, the costs of utilities described above in Paragraph 8, the costs associated with inventory replenishment described above in Paragraph 11, and any costs associated with the indemnity described below in Paragraph 14, the Parties acknowledge and agree that the City will not incur any costs associated with this Agreement.

13. Destruction of Facility. Partial destruction, which shall mean destruction or damage to an extent not exceeding twenty-five percent (25%) of the full insurable value of the Facility, shall render this MOU voidable by either party. Complete destruction, which shall mean destruction or damage to an extent exceeding twenty-five percent (25%) of the full insurable value of the Facility, shall render it void.

14. Indemnification. To the extent permitted by law, 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.

15. Non-assignability. The rights, privileges and responsibilities of ADOT MVD and of the City under this MOU are non-assignable.

16. ADOT MVD's remedies on Termination. Upon any termination of this MOU, according to its terms, for cause or convenience, ADOT MVD, at its election, may re-enter the Service Area occupied by the ServiceArizona Kiosk pursuant to this MOU and may immediately demand in writing that all property, including ADOT MVD supplied inventory be immediate returned to ServiceArizona Program Administrator. Subject only to the limitations of state law.

17. Entire MOU. This MOU constitutes the entire MOU between the Parties with respect to the subject matter hereof and supersedes any prior MOU, understanding, negotiation or representation regarding the Facility, the Service Area or the services to be provided pursuant to this MOU.

18. Law governing. This MOU shall be governed by the laws of the State of Arizona.

19. Conflict of interest. ADOT MVD or the City may cancel this MOU, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the MOU on behalf of either party is, at any time while the MOU is in effect, an employee of the other party in any capacity, or a consultant to the other party with respect to the subject matter of the MOU. The cancellation shall be effective when written notice is received by the other party to the MOU, unless the notice specifies a later time (A.R.S. § 38-511).

20. Attorney fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this MOU, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorney fees and reasonable costs and expenses, determined by order of the court, sitting without jury, which shall be deemed to have accrued on the date of such court order and shall be enforceable whether or not such action is prosecuted to final judgment on the merits.

21. Exhibits. All Exhibits referred to in this MOU are hereby incorporated by this reference.

22. Non-Appropriation of Funds. If either party's performance under this MOU depends upon the appropriation of funds by the perspective legislative body, and if the either legislative body does not appropriate funds to continue this MOU, either party may terminate this MOU at the end of the current fiscal period. Both parties agree to give written notice of termination at least 30 days prior to the end of its current fiscal period. Termination in accordance with this provision shall not constitute a breach of this MOU by either party. No person will be entitled to any compensation, damages or other remedy from the City if this MOU is terminated pursuant to the terms of this subsection.

23. Term and Termination. The term of the MOU is for (1) one year, commencing upon approval by the Motor Vehicle Division Director and executed by both parties. It shall thereafter continue in effect for a term of (1) one year, unless previously terminated or canceled as provided herein.

Upon expiration of the one (1) year period, the Parties may mutually agree to extend the term of the MOU for another one (1) (or greater) year by entering into a "Joint Letter of Renewal."

23.1 Either Party may terminate this MOU for cause or for convenience by giving the other party thirty (30) days written notice. The City shall have the right to cancel the MOU with ten (10) days prior written notice to ADOT MVD, if there is any threat to public health in the performance of the MOU by ADOT MVD. This MOU is also subject to cancellation by the Governor of Arizona pursuant to Arizona Revised Statutes § 38-511.

IN WITNESS WHEREOF, the Parties have executed this document by affixing their signatures, as of the day and date first written above.

ARIZONA DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE DIVISION

Eric R. Jorgensen, Assistant Director / Date
Arizona Department of Transportation
Motor Vehicle Division

CITY OF GLENDALE

Kevin R. Phelps, City Manager
City of Glendale

TABLE OF EXHIBITS

Exhibit	Page	Paragraph	Title
A	2	3.3; 3.4	Service Area
B			Additional Terms and Conditions
			[None]

Exhibit “A”

IMAGE OF FACILITY/FACILITIES WITH LOCATION(S) OF SERVICE AREA(S)

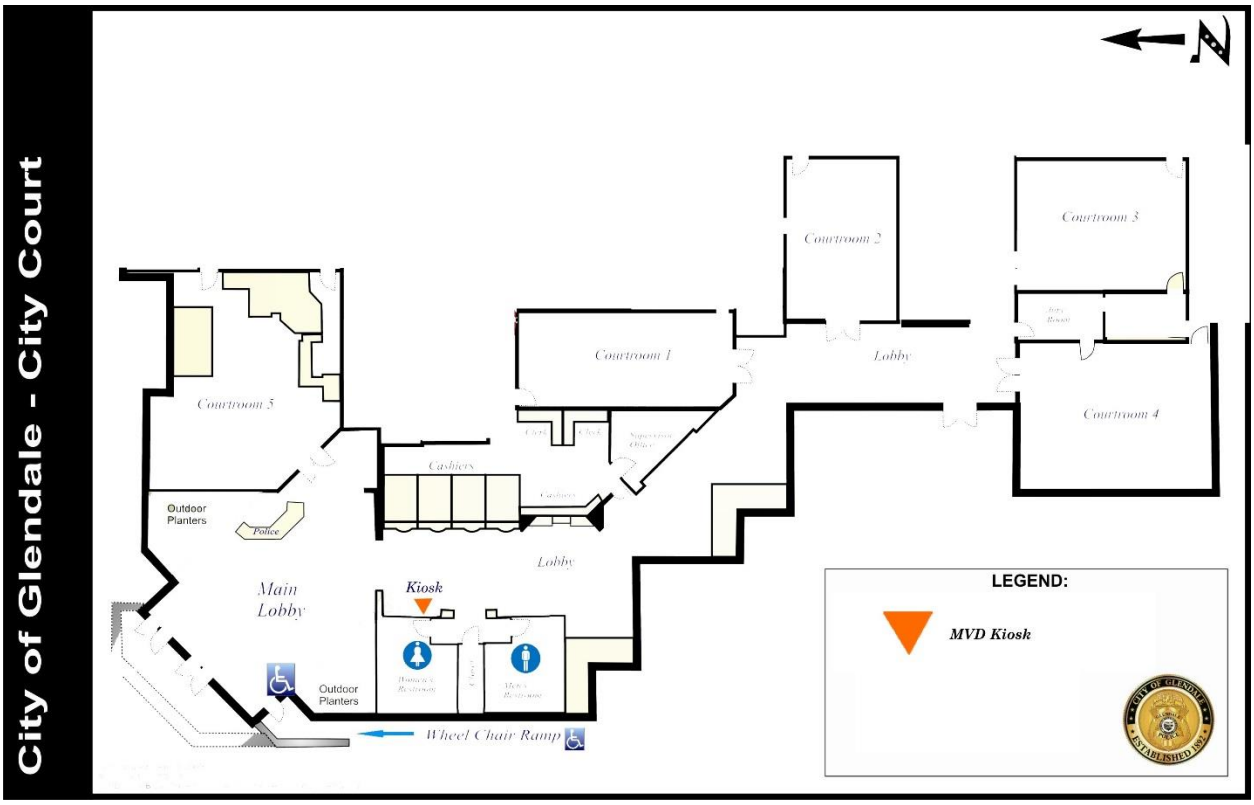

Exhibit “B”

ADDITIONAL TERMS AND CONDITIONS

(NONE FOR THIS MOU)

File #: 16-172, **Version:** 1

RESOLUTION 5092: AUTHORIZATION TO ENTER INTO AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION TO REVISE THE CONSTRUCTION FUNDING FOR THE 67TH AVENUE FROM GLENDALE AVENUE TO CHOLLA STREET INTELLIGENT TRANSPORTATION SYSTEMS ENHANCEMENTS PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for the 67th Avenue from Glendale Avenue to Cholla Street Intelligent Transportation Systems (ITS) Enhancements Project. This Amendment will increase the amount of federal funding from $904,164 to $971,144, and will reduce the city's funding amount from $187,500 to $88,702. This will change the total estimated construction cost of the project from $1,091,664 to $1,059,846. All other provisions of the original agreement shall remain in place.

Background

The city has made a significant investment in deployment of ITS infrastructure along arterial and collector streets to enhance the management of traffic. These improvements enable Transportation staff to remotely monitor traffic and adjust signal timing based on current traffic patterns, or in response to resident requests. Additionally, drivers can receive real-time information on event traffic conditions and travel times via dynamic message signs (DMS).

The city's ITS infrastructure is currently comprised of over 100 miles of fiber optic cable that provides communication to 160 of the city's 198 traffic signals, 115 closed-circuit television (CCTV) cameras, and 14 DMS. Future infrastructure expansions include 51st Avenue, Olive Avenue, Northern Avenue, and Maryland Avenue.

Analysis

This project to install ITS infrastructure along 67th Avenue, from Glendale Avenue to Cholla Street, was identified in the city's ITS Strategic Plan and will close a gap in the traffic management system. Once completed, all signals on 59th and 67th Avenues, north of Glendale Avenue, will be connected to the central signal system. This project is identified in the Maricopa Association of Governments' Transportation Improvement Program, and federal funds for construction have been secured for federal FY 2016. The city applied for and was granted additional 2016 federal funding that reduced the city's local match.

Previous Related Council Action

On October 8, 2013, Council approved an IGA with ADOT for project administration, design review, construction bidding and construction administration of ITS infrastructure along 67th Avenue, between Glendale Avenue and Cholla Street.

On December 11, 2012, Council approved a Professional Services Agreement with Stanley Consultants, Inc., for the design of ITS infrastructure on 67th Avenue, between Glendale Avenue and Cholla Street.

Community Benefit/Public Involvement

Technology enhancements will continue to provide efficient traffic management for the traveling public, and this design project will address improvements to the ITS infrastructure along one of Glendale's most critical north-south corridors.

Budget and Financial Impacts

The total estimated construction cost of the project is $1,059,846, including a $30,000 ADOT fee to administer the project on behalf of the city. Of the total anticipated cost, $971,144 is available through the federal Congestion Mitigation and Air Quality program. The required city match of $58,702 and the $30,000 ADOT fee are available in the GO Transportation Program Smart Traffic Signals account. On October 8, 2013, Council approved a local match of $187,500; this Amendment will reduce that amount to $88,702. Additional operating and maintenance costs will be absorbed by the GO Program ITS operating budget.

While staff does not anticipate additional project costs, should this project exceed the estimate outlined in the IGA, the City will be responsible for the additional costs. Since the funds listed in the IGA are estimates, staff requests flexibility in spending up to 10 percent of the total project cost in additional funds for construction cost overruns.

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

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RESOLUTION NO. 5092 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR ADDITIONAL FUNDING FOR SYSTEM ENHANCEMENTS ALONG 67TH AVENUE FROM GLENDALE AVENUE TO CHOLLA STREET.

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. 1 to the Intergovernmental Agreement with the State of Arizona, Department of Transportation, for additional funding for system enhancements along 67th Avenue from Glendale Avenue to Cholla Street be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_transit_amend 1.doc

ADOT File No.: IGA/ JPA 13-0001743-I
Amendment No. One: 16-0005792-I
AG Contract No.: P0012013002173
Project Name: System Enhancements ITS
Project Location: 67th Avenue From Glendale to
Cholla Street 3.5 miles
Federal-aid No.: GLN-0(241)T
ADOT Project No.: SZ076 01D 01C
TIP/STIP No.: GLN14-101
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), entered into this date _____, 2016, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The City and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 13-0001743-I, A.G. Contract No. P0012013002173, was executed on October 16, 2013, (the "Original Agreement");

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, **in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. One is to revise the funding. The Parties desire to amend the Original Agreement, as follows:**

I. RECITALS

Section I, Paragraph 7. Is revised, as follows:

7. The federal funds will be used for construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SZ076 01D ADOT Project Management & Design Review (PMDR) Cost, non-federal-aid):

PMDR costs*	$ 30,000.00

SZ076 01C (construction):

Federal-aid funds @ 94.3% (capped)	$ 971,144.00
City's match @ 5.7%	$ 58,702.00
Total Estimated City Funds	**$ 88,702.00**
Total Federal Funds	**$ 971,144.00**
Total Project Construction Costs **	**$ 1,059,846.00**

* (Included in the Total Project Cost) Received
** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

The Parties acknowledge that the final Project amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

II. SCOPE OF WORK

Section II, Paragraph 1.e. is revised, as follows:

1. The State will:

   e. After completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, estimated at **$58,702.00.** Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs; de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project

Section II, Paragraph 2.e. is revised, as follows:

2. The City will:

   e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the City's Project construction costs, estimated at **$58,702.00.** Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GLENDALE

By _____
KEVIN R. PHELPS
City Manager

ATTEST:

By _____
PAMELA HANNA
Clerk

STATE OF ARIZONA
Department of Transportation

By _____
STEVE BOSCHEN, P.E.
ITD Director

ADOT File No.: IGA/ JPA13-0004713-I
Amendment No. One: 16-0005792-I

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2016.

_____
City Attorney

File #: 16-177, **Version:** 1

RESOLUTION 5093 AND ORDINANCE 2985: GENERAL PLAN AMENDMENT GPA15-02 (RESOLUTION) AND REZONING APPLICATION ZON15-07 (ORDINANCE): ZANJERO APARTMENTS PAD - 9300 WEST GLENDALE AVENUE (PUBLIC HEARING REQUIRED)

Staff Contact: Tabitha Perry, Assistant Planning Director

Purpose and Recommended Action

These requests are for City Council to conduct a public hearing, waive reading beyond the title, and adopt a resolution to approve a General Plan Amendment and adopt an ordinance to approve a Rezoning Application on approximately 18 acres for a development entitled Zanjero Apartments.

Background

Earl, Curley & Lagarde P.C. and Burch & Cracchiolo, P.A. representing Fore Property Company, wishes to develop a new apartment complex at Zanjero.

If the General Plan Amendment and Rezone is granted, the applicant proposes to develop a project entitled "Zanjero Apartments". The development would consist of 175 one bedroom units, 147 two bedroom units and 18 three bedroom units for a 340 unit multi-family residential community. The multifamily complex will offer 198 uncovered parking spaces, 320 covered parking spaces and 101 garages for a total of 619 parking space options for residents and guests.

Zanjero Apartments will be a gated community with a main and secondary access along Zanjero Boulevard. The site plan depicts a safe traffic circulation flow internal and external to the site. Building heights are proposed at a maximum height of 48 feet (3-story) and details have been given to ensure some level of security between buildings as it relates to safety and lighting.

The property is located northwest of the northwest corner of Glendale and 91st avenues. Currently, the property is part of the Zanjero PAD. The original PAD includes a mixed use development for 158 acres for such land uses as hotels, retail, multi-family residential and restaurants.

Analysis

Staff recommends that GPA15-02 and ZON15-07 be approved for the following reasons:

General Plan Amendment:

The proposed request to amend the land use designation from CCC to HDR 12-20 du/ac is appropriate for the site and is compatible with the surrounding land use designations identified on the General Plan Map.

The proposed General Plan Amendment is consistent with the Land Use Element, Goal 1, of relating residential areas with work places through recognizing the value in establishing desirable, varied residential options for local workforce and community.

The proposed General Plan Amendment is consistent with the Housing Element, Goal 3 (Promote quality, affordable housing for every citizen of the City of Glendale) by providing a choice and value in residential opportunity intended for all household income levels and living preference.

Rezoning:

The applicant's proposed land use, site plan, development standards and design concept are compatible with the surrounding area. The site is surrounded by commercial development and multifamily development.

Rezoning the property to PAD would support a high density residential development that will provide additional pedestrian support to the surrounding businesses.

The intent of a PAD district is to accommodate mixed use development which combines residential and nonresidential land uses. The existing Zanjero PAD allows for a specific percentage of residential and nonresidential development creating a mixed use development. Although the proposed PAD does not meet the intent of such zoning district, the existing Zanjero PAD which surrounds the proposed PAD would maintain the principal intent of an all-inclusive Zanjero Planned Area Development.

Previous Related Council Action

This property is currently part of the Zanjero PAD which received City Council approval on May 13, 2003.

Community Benefit/Public Involvement

The proposed development will provide additional housing options for Glendale residents; in addition to, supporting businesses in the surrounding area.

Cases were presented and recommended for approval by the Planning Commission on February 4, 2016.

The applicant completed the required Citizen Participation Process by mailing notification letters to adjacent property owners and interested parties advising of a scheduled neighborhood meeting on November 30, 2015. In summary, the applicant's development team, city staff and one individual attended the neighborhood meeting. The one individual, representing TNW LLC, was presented with relevant information regarding the project which included visuals of the site plan, specifics to the number of units and an anticipated project schedule for development. The information was well received and concluded with support for the proposed development.

Likewise, the applicant/owner and school district have entered into an agreement to provide, or help to provide, adequate school facilities within the school district's attendance area in a timely manner.

A Notice of Public Hearing was published in *The Glendale Star* on April 7, 2016. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on April 8, 2016. The property was posted by the applicant on March 26, 2016.

RESOLUTION NO. 5093 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA15-02 FOR PROPERTY LOCATED AT 9300 WEST GLENDALE AVENUE.

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

SECTION 1. That the General Plan Map of the City of Glendale, Arizona, is hereby amended by approving General Plan Amendment GPA15-02 amending the General Plan Land Use Map from Corporate Commerce Center (CCC) to HDR 12-20 (High Density Residential) for property located at 9300 West Glendale Avenue.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager
r_plan_gpa15-02.doc

ORDINANCE NO. 2985 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY FROM PAD (PLANNED AREA DEVELOPMENT) TO PAD (PLANNED AREA DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "ZANJERO APARTMENTS" LOCATED AT 9300 WEST GLENDALE AVENUE, AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on February 4, 2016, in zoning case ZON15-07 in the manner prescribed by law for the purpose of rezoning property located at 9300 West Glendale Avenue from PAD (Planned Area Development) to PAD (Planned Area Development); and

WHEREAS, due and proper notice of such public hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on January 14, 2016; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as detailed above and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as a PAD (Planned Area Development) in accordance with the Development Plan currently on file with the Planning Department as of the date of this ordinance.

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

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 9300 West Glendale Avenue is hereby conditionally rezoned from PAD (Planned Area Development) to PAD (Planned Area Development) in accordance with the Development Plan currently on file with the Planning Division as of the date of this ordinance.

SECTION 2. That the rezoning described in this ordinance is conditioned and subject to the development being in substantial conformance with the development plan and permitted uses contained in the Zanjero Apartments PAD prepared January 20, 2016.

SECTION 3. That the rezoning herein provided be further conditioned and subject to the following:

1. Development shall be in substantial conformance with the development plan outlined in the PAD document, dated January 20, 2016.

SECTION 4. Amendment of Zoning Map. The City of Glendale Zoning Map is amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 5. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager
o_plan_zon15-07.doc

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lot 1C, as shown on the Minor Land Division of Lot 1, FINAL PLAT OF "Zanjero", recorded in Book 765 of Maps, page 17, records of Maricopa County, Arizona

Except that portion more particularly described as follows:

A parcel of land located in Lot 1, Final plat of Zanjero, as recorded in Book 764, Page 42, and on the Minor Land Division of Lot 1, FINAL PLAT OF "Zanjero", recorded in Book 765 of Maps, page 17, Maricopa County Records, being in the Southeast quarter of Section 4, Township 2 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of Section 4;
Thence North 00 degrees 18 minutes 57 seconds East, along the East line of the Southeast quarter of said Section 4, a distance of 448.05 feet, to a point;
Thence North 89 degrees 41 minutes 03 seconds West, a distance of 128.00 feet, to the point of beginning;
Thence South 00 degrees 18 minutes 57 seconds West, parallel with said East line, a distance of 146.50 feet, to a point on the North boundary line of Tract "D" of said Final Plat;
Thence North 89 degrees 41 minutes 03 seconds West, along said North boundary line, a distance of 17.97 feet, to a point;
Thence South 00 degrees 39 minutes 31 seconds East, along the Westerly boundary line of said Tract "D", a distance of 64.49 feet, to a point;
Thence continuing along said Westerly boundary line, South 43 degrees 33 minutes 15 seconds West, a distance of 23.08 feet, to a point;
Thence leaving said Westerly boundary line, South 88 degrees 12 minutes 50 seconds West, a distance of 134.74 feet, to a point;
Thence North 01 degrees 47 minutes 10 seconds West, a distance of 217.94 feet, to a point;
Thence North 76 degrees 13 minutes 28 seconds East, a distance of 61.37 feet, to a point;
Thence South 89 degrees 41 minutes 03 seconds East, a distance of 115.80 feet to the point of beginning.

APN: 142-56-020F

Zanjero Apartments

Fore Property Company

A Minor GENERAL PLAN AMENDMENT and PLANNED AREA DEVELOPMENT

Case GPA15-02, ZON15-07 & DR15-14

Land Use and Development Standards

Submitted: March 20, 2015
Resubmitted: December 18, 2015
Planning Commission Public Hearing: February 4, 2016
City Council Hearing: April 26, 2016

Prepared by:
EC&L
EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

A Planned Area Development (PAD) is intended to be a stand-alone document of zoning regulations for a particular project. Provisions not specifically regulated by the PAD are governed by the zoning ordinance. A PAD may include substantial background information to help illustrate the intent of the development. The purpose and intent statements are not requirements that will be enforced by the City. The PAD only modifies zoning ordinance regulations and does not modify other City Codes or requirements.

Principals & Development Team

DEVELOPER/OWNER:

Fore Property Company
1741 Village Center Circle
Las Vegas, NV 89134
Contact: Jonathan Fore
E-Mail: jfore@foreproperty.com
P: (702) 562-6050
F: (702) 562-6054

APPLICANT/LAND USE ATTORNEY:

Earl, Curley & Lagarde, P.C.
3101 N. Central Avenue, Suite 1000
Phoenix, AZ 85012
Attorney: Stephen C. Earl
Project Manager: Ricardo Toris
E-mail: searl@ecllaw.com
P: (602) 265-0094
F: (602) 265-2195

ARCHITECT & DESIGN TEAM:

Biltform Architecture
11460 N. Cave Creek Road, Suite 6
Phoenix, AZ 85020
Contact: Vince Scarano
E-mail: Vince@biltform.com
P: (602) 285-9200
F: (602) 285-9229

CIVIL ENGINEER:

Kland Civil Engineers
7227 N. 16th Street, Suite 217
Phoenix, AZ 85020
Contact: Leslie Kland
P: (480) 344-0480

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A. EXECUTIVE SUMMARY

This request is submitted by Fore Property Company ("FORE"), one of nation's leading developer, builder and manager of residential multifamily housing. The company is a full service, national real estate company. Over the last thirty years, FORE has developed over 77 communities comprising more than 18,000 units. FORE currently manages 37 properties in 12 states. Having been in business for more than 30 years, FORE has proven its long-term stability and financial strength.

The purpose of the proposed Minor General Plan Amendment and companion PAD ("PAD") zoning request is to amend the current approvals on the property and to create specific standards to guide the development of the approximately 18 gross acre (16.5 net acre) subject property located northeast corner of Zanjero Boulevard and Cabela Drive. The subject property is located within the approved 158-acre Zanjero PAD development which was approved by the City Council in 2003. The subject property is depicted below.

The subject site is strategically located near Westgate Entertainment and Sport area, Cabela's, Tanger Outlets, University of Phoenix Stadium, and near the Loop 101 Freeway. Principal access to this property will be from Zanjero Boulevard via Glendale Avenue, Cabela Drive and/or 91st Avenue.

The General Plan Amendment and Rezoning request will involve approximately 18 acres and will rezone the property from PAD to PAD to allow for the development of a Multi-Family Residential community which implements the vision of the City of Glendale for the development near the Sport and Entertainment district.

There has been tremendous growth in the West Valley Communities of West Phoenix, Avondale, Buckeye, Glendale, Goodyear, Litchfield Park, Peoria, Surprise, and Tolleson and, much has changed since 2000. The area has evolved from mostly suburban neighborhoods with corresponding suburban style retail centers and employers to a dynamic area featuring major

retail/entertainment venues in Westgate City Center, Tanger Outlets, University of Phoenix Stadium, Jobing.com Arena, and the Camelback Ranch spring training ballpark for the Los Angeles Dodgers and Chicago White Sox teams, near 107th Avenue and Camelback Road.

Two requests are being filed concurrently. The first request is for a Minor General Plan Amendment ("GPA"). The Minor General Plan amendment seeks to change "Corporate Commerce Center" ("CCC") land use designations to "High Density Residential" ("HDR-12-20 du/ac"). The companion rezoning request seeks to rezone the property from PAD (Planned Area Development) to PAD-Multiple Family Residential to allow the property the opportunity to develop with multi-family residential uses within the context of common circulation, landscape and design themes.

Zanjero Apartments is designed as a multi-family residential community. This proposal provides future Glendale residents who are looking for freeway accessibility; residential opportunities to capitalize on the nearby shopping and entertainment area of Jobbing.com arena, Westgate, and the University of Phoenix Stadium; and proximity to the proposed office, businesses in the surrounding area. This multi-family residential development request will support the area's restaurants, retail shops, and support services.

The "High Density Residential (12-20 du/ac)" land use designation allows this parcel to be developed with a land use that acts as a transition from the 91st Avenue and is one that will be compatible with the other planned retail and employment uses in the surrounding area.

This amendment will also enhance the opportunities for high-quality employment for professionals, technical experts and highly skilled labor surrounding the Glendale Municipal Airport by introducing additional housing diversity for employers. The larger employment area has lacked diversity of housing opportunities that is important to attracting major employers.

B. PROJECT BACKGROUND and ZONING HISTORY

The subject property is located with the approved Zanjero Planned Area Development which received City Council approval on May 13, 2003. The overall Zanjero PAD consists of 158 acres that includes a mixture of employment, retail and residential uses and is generally bounded by 91st Avenue on the east, Glendale Avenue on the south, 95th Avenue on the West and Orangewood Avenue alignment on the north. The subject site is a portion of 1 property currently under the same PAD and ownership located at northeast corner of Zanjero Boulevard and Cabela Drive. Current developments within Zanjero include Cabela's, a few restaurants, two apartment projects, two hotels, and a vacant office development. Zanjero PAD was approved to allow a number of development scenarios from all employment to a true mixed-use concept integrating employment, retail and residential uses. The subject property is currently designated in

the City of Glendale General Plan ("Plan") as "Corporate Commerce Center" land use and zoned "Planned Area Development".

C. SITE LOCATION and CONTEXT

1. Site, Location and Acreage

   The proposed property is an irregular shaped undeveloped site. The site consists of approximately 18 gross acres. The site enjoys excellent regional access due to its strategic location approximately .6 of a mile east of the Loop 101 Freeway. As previously noted, the subject property also has immediate access to major arterials in Glendale Avenue and 91st Avenue. Access to the property is from Zanjero Boulevard via 91st Avenue and Glendale Avenue. The existing property topography is relatively flat with a slight slope from the northeast to southwest and with no natural features.

2. Surrounding Context

   Glendale Avenue serves as a gateway to the City of Glendale Municipal Airport which is located approximately 2 miles to the west of the property. The property is directly east of Cabela's and enjoys the close proximity of Westgate City Center, Jobing.com arena, and University of Phoenix football stadium. Westgate City Center is a mixed-use development which includes entertainment, shopping, restaurants, offices, residential uses, Jobing.com arena and Tanger Outlet mall. A freeway interchanges exists at Glendale Avenue.

   Glendale Avenue consists of 3 lanes east bound and 3 lanes west bound. Dual left turn (north and south bound) lanes exist onto Zanjero Boulevard. 91st Avenue consists of 3 lanes north bound and 3 lanes south bound. Zanjero Boulevard. Zanjero Boulevard consists of 2 lanes in each direction with a center turn lane and stretches from Glendale Avenue to 91st Avenue. Zanjero Boulevard in fully improved with curb, gutter, street lights and landscaping.

The General Plan Land Use designations, Land Uses, and existing Zoning for the properties surrounding the subject site are as follows:

General Plan Land Use Designation:

North:	CCC
South:	CCC
East:	CCC
West:	CCC

Existing Land Use:

North:	Zanjero Falls Office buildings and Vacant undeveloped
South:	Vacant undeveloped

East: Vacant undeveloped
West: Commercial (2 Hotels)

Existing Zoning:

North: PAD (Parcel J-Residential/Employment, Parcel K- Employment and Parcel L-Employment)
South: PAD (Parcel P-Retail/Employment & Parcel Q-Retail/Employment)
East: PAD (Parcel M-Employment & Parcel N-Employment)
West: PAD (Parcel H-Residential/Employment & Parcel I-Residential/Employment)

D. GENERAL PLAN AMENDMENT REQUEST

The Minor General Plan Amendment request is for this 18-acre site located at the northeast corner of Zanjero Boulevard and Cabela Drive. The subject property is currently designated in the City of Glendale General Plan ("Plan") as "Corporate Commerce Center" land use and zoned "Planned Area Development".

The Minor General Plan amendment seeks to change "Corporate Commerce Center" ("CCC") land use designations to "High Density Residential" ("HDR 12-20 du/ac").

Given the amount of approved "Employment" and "Retail" mixed-use project along the Loop 101 Freeway corridor and adjacent Westgate we believe this request is appropriate. Furthermore, given this property's interior location, relatively close distance from Westgate and related employment area, the Loop 101 freeway access and the newly developed Tanger Outlet, we believe the proposed high end multi-family development provides a superior land use solution for this property.

The proposed amendments will better meet the Goals and Objectives set forth in the General Plan. The General Plan Goals being met are as follows:

- **Land Use Goal 1 – Relate residential areas with work places.**

This request provides the opportunity for high quality rental housing options to this area. The site's location will not have any adverse impacts on lower density developments since there is no single family housing adjacent to the site. The site is near to the Loop 101 freeway, which provides connections to the I-10 and I-17 Freeways, and the City's Sports and Entertainment district which include Westgate City Center, Jobing.com arena, and University of Phoenix football stadium. The proposed request provides a residential uses with close proximity to the Loop 101 and future employment places along the Loop101 corridor.

- **Land Use Goal 2 – Promote sound growth management methods.**

This minor amendment and the companion rezoning request will allow for a multi-family residential development which can provide expendable spending income to the area. At the time of the Zanjero rezoning case the entire area had an

employment/residential/commercial designation. However, several years ago, the City has changed the land use character for most of this property and properties along the Loop 101 Freeway. Those projects along the Freeway Corridor have been approved to accommodate employment and retail uses and as a result this site has become less desirable for employment land uses. By allowing a multi-family land use designation on this property we believe that a better balance in housing opportunities would result.

- **Land Use Goal 3 – Create transition and buffer areas.**

This amendment and the companion rezoning request will establish a land use that is compatible with the existing surrounding entertainment mixed-use land uses and near-by freeway and one that creates a transition to the future employment and retail land uses and arterial streets. The proposed applications will allow the ability for a development which is consistent with the surrounding area and can provide new housing opportunities.

- **Land Use Goal 4 – Ensure compatibility between land uses and transportation.**

The proposed Minor General Plan Amendment and companion PAD zoning request at this location is compatible with the existing and emerging development in the immediate area that includes an existing Westgate City Center (a mixed use entertainment, retail, office and residential development), Cabela's, the existing hotels, the Loop 101 to the west, and the near-by Glendale Municipal Airport across the New River wash. In this setting, the minor amendment to the General Plan to allow a multi-family community is a logical land transitional use internal to this master plan project.

- **Circulation Goal 7 – Integrate land use and transportation.**

The proposed multi-family land use is a good land use solution for this property. Many successful multi-family sites are those located at or near the intersection of major transportation routes and/or near shopping. This site possess those characteristics.

- **Redevelopment Goal 2 – Consider infill development a top priority.**

The change in land use designations at this location is an overall improvement to the existing land use designations for this area because it provides for a high quality multi-family opportunity that will help support the adjacent retail, hotel, and/or Westgate entertainment district. Given the amount of approved "Employment" and "Retail" mixed-use project along the Loop 101 Freeway corridor and adjacent Westgate, we believe that this interior site does not have the same advantages that many of the employment sites on the Loop 101 Freeway have. Given this property's interior location, relatively close distance from Westgate and related employment area, near-by freeway access and the newly developed Tanger Outlet in the surrounding area, the proposed high end apartments provide the best land use solution allow for the development of the site with a residential use that is more appropriate and compatible with the surrounding area.

E. REZONING REQUEST

The proposed Glendale-Zanjero Apartments will be a gated multi-family residential development consisting of 18 gross acre site located at the northeast corner of Zanjero Boulevard and Cabela Drive in Glendale, Arizona. This multi-family development proposal is being requested on behalf of the Fore Property Company, in order to build an environmentally responsive, fully amenitized multi-family rental community. The subject request seeks to rezone the site from PAD (Planned Area Development) to PAD zoning to allow a 340 unit multi-family residential community.

With its conveniently situated location in proximity to a variety of employment and commercial uses, as well as direct access to the 101 Freeway, the site is ideal for this type of residential land use which will bring in new residents to support local employers and increased retail and restaurant demand.

The project offers multiple types of highly-stylized apartment residences which will create a walkable, inviting residential community that integrates enhanced architectural elements and building design and a blend of attractive open space areas throughout the development.

Directly across the street from this development to the west are three and four story tall buildings. While it's appropriate to place taller buildings along Zanjero Boulevard this project placed its two-story residential buildings along the Zanjero Boulevard frontage and placed its three-story buildings internal to the property. This design concept allows for a better transition in heights from Zanjero Boulevard and minimizes the canyon effect along the street frontage. It also provide for a better and more attractive streetscape. The project proposes (7) seven distinct 1, 2 and 3-story building types and will consist of units which range from 1-level garden flats to loft-style apartments. A clubhouse with a social area and model dwelling units, adjacent to the common open space areas is proposed. The development also accommodates (175) one bedroom units, (147) two bedroom units, and (18) three bedroom units.

Building elements ranging from linear to a cluster courtyard provide a distinct living environment and vary the massing and movement of the building elements within these various modules. The use of inter-changing colors will also articulate the weaving of architectural components and common use facilities. All of these elements will tie together with the architectural imagery to provide a strong identity for the site that complements the area. All units have direct access to the sidewalk system that runs through the project and connects to all of the amenity spaces as well as to Zanjero Boulevard and to the future retail development to the south. Solar shading by use of shade trees and the proximity of adjacent buildings is provided along these pedestrian pathways. The size of the units will range between approximately 600 to 1,350 square feet.

The private open space requirement for individual unit is a minimum of 125 square feet. However, this guideline assumes a development is only meeting and maintaining the minimum open space requirements and does not take into consideration project that provide larger common open space with enhanced amenities. This development merely seeks to shift a portion of the required individual private open space to a more useable common open space area. This shift of open space square footage area is not lost but rather being shifted to more useable common open space/landscape area within the proposed project. It is important to note that this request does not reduce the amount of open space required by the Code but merely shifts a portion of the private open space area to common open space/landscaping area to a more centralized open space/landscape area. Each of the proposed dwelling units will have private patio space ranging from 65 to 88 square feet. This amount of private patio space is adequate space for outdoor furniture, without becoming large enough to accommodate unsightly resident storage. In lieu of the larger private outdoor space that typically become outside storage, the developer is merely shifting the private open space requirement to common open space to allow for larger and more useable landscaped outdoor play areas for children of different ages and also different interests, including one tot lot with a water splash pad, and an urban garden. The clubhouse will have TV viewing spaces with comfortable furniture and a billiards table for entertainment during inclement and very hot weather days. Furthermore, this development is proposing approximately 40% open space which far exceeds the common open space requirement by the Ordinance. This additional open space is beneficial to the community as a whole, and supports more resident interaction in the amenity areas.

The project open spaces will accommodate pedestrian amenities such as benches, shade trees, aesthetic paving treatments to encourage pedestrian use and connectivity to various facilities on the site. Ramadas will act as outdoor rooms and complement the community's architecture and will be places for socializing and relaxation.

Major employers consider the presence of nearby high-quality apartments as a critical component for business relocation. We believe this amendment is much more compatible with the area and its planned land uses and provides another valuable residential life-style with good regional access and one that is located in relatively close proximity to one of the City's employment cores. This amendment creates long-term stability and vitality to the area.

F. LIST OF USES

The following list of uses is intended to define the authorized Permitted Uses, Uses Subject to Conditions, Uses Subject to Conditional Use Permit, and Accessory Uses within the ***Zanjero Apartments*** PAD. The Master Developer or any property owner within the ***Zanjero Apartments*** PAD may request an interpretation of analogous use to the defined list below or the referenced Sections of the Zoning Ordinance from the City of Glendale Planning Director. The Planning Director or his designee may

administratively approve a use analogous to those listed below or the referenced Sections.

Permitted Uses.

A. Multiple-residence dwellings.

Uses Subject to Conditions.

A. Public utility facilities required for local service, provided that there are no offices, maintenance facilities, outdoor storage, or full-time employees related to the site.

Accessory Uses.

Uses which are customary and incidental to the principal use of the property. All accessory uses are subject to Section 7.300 of the City of Glendale's Zoning Ordinance.

A. Fences and walls, shall be in general conformance with the Site Plan, Landscape Plan, and Walls and Fence exhibits attached herein.
B. Garage or enclosed structure.
C. Swimming pool and other amenities commonly associated with multi-family projects – subject to Staff approval.
D. Satellite earth station.
E. Amateur radio tower.
F. Home Occupations (Class I): See Section 7.304 of the City of Glendale's Zoning Ordinance.

Development Standards	
Minimum Lot Width/Depth:	None
Minimum Perimeter Setback	15-feet
Maximum Density Gross Acre	21 dwelling units per acre
Minimum Open Space %	30%
Minimum Private Individual Open Space Per Unit	65 square feet
Maximum Structure Height	48 feet/3-story
Maximum % Lot Coverage	55%
Minimum % Of Required Parking Spaces To Be Garage Parking	16%

** Open Space is defined as: An area that is intended to provide light and air and is designed for either environmental, scenic, or recreational purposes. Open space includes, but is not limited to lawns, decorative planting, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, wooded areas, water courses, perimeter landscaping, plazas and rooftop amenities.*

G. DESIGN GUIDELINES

Zanjero Apartments shall be designed with 4-sided architecture so that it will offer pleasing views and vistas not only for tenants within the project but for potential owners and customers on the adjacent streets. The architectural style is Southwest contemporary, blending more traditional elements such as the round-top arches and cornice lines, with more up-to-date materials such as standing seam metal and dynamic colors. The applicant's design team worked diligently with City Staff on elevation design revisions to create building elevations that fit seamlessly within the context of the existing Zanjero development.

The Design functions have been created to develop this relationship between the project's urban environment and the internal pedestrian environment. It's critical that the design and layout of the project provides a comfortable and user friendly environment. Shade elements will be incorporated into the project.

Buildings will feature diverse and creative applications of materials, colors and textures. The design of the overall development will be complementary so as to create a harmonious style. This will be accomplished through the use of compatible materials and colors while creating a strong individual design identity consistent with each individual use and purpose.

The project design will create a dynamic streetscape through enhanced landscaping and alternating solid and wrought iron walls along Zanjero Boulevard. Buildings will feature creative applications of materials, colors and textures. Amenities will feature the following resort level elements:

- A richly appointed resident clubhouse and grounds for casual lounging and special events;
- Two resort-style pools with cabana and ramadas, outdoor kitchen, fireplaces, and large sundecks with Wi-Fi;
- A state of the art fitness center with yoga and spin rooms;
- A Tot lot with play structure for recreation;
- A dedicated community lobby and leasing office;

- A whirlpool spa;
- Big clubroom with demonstration kitchen/warming ovens;
- TV/media viewing areas in clubhouse (HD movie area and gaming center);
- Pool table and shuffle board in clubroom;
- Bar/lounge areas;
- Poker room;
- 24 hour Cyber café (soft seating computer lounge);
- 24 hour Conference room;
- Two large courtyards with yoga lawns, an urban garden, covered ramadas/cabanas with common seating areas, and picnic areas with grills;
- Bike kitchen/repair station;
- Dog Park/Run; and
- Pet Wash Station/Area.

LANDSCAPE CONCEPT

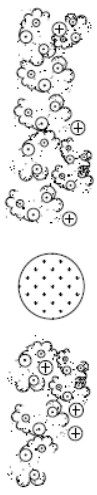
The landscape concept for Zanjero Apartments would be characterized as “Mediterranean Sonoran”, with the perimeter of the project being more of a Xeriscape Concept and the interior of the project providing more of a lush Mediterranean concept. Zanjero Boulevard will be lined with Southern Live oak trees to provide a unifying street tree and a sense of place. As one enters the project, majestic Date Palm together with Desert Museum Palo Verde trees will provide the entry experience. Turf will be used within the pool and amenity areas where it can be used by the resident and provide a cooling factor. These areas the planting will be more lush/ flowering species to provide a variety of color, form and textures. A variety of amenities will be provided for the residents for social gathering and active play areas, such as pools with water features and BBQ areas, splash pad zones and covered play structures for children, Urban garden and Dog Run areas.

Plant Legend

TREES		
Prunus cerasifera"purpurea"	Purple Leaf Plum	15 Gallon Standard
Quercus virginiana	Southern Live Oak	24" Box Double Stake
Prosopis chilensis"Hybrid"	Thornless Chilean Mesquite	24" Box Double Stake
Dalbergia Sissoo	Sisso Tree	24" Box Double Stake
Ulmus parvifolia	Chinese Elm	36" Box Double Stake
Pistacia chinensis	Chinese Pistache	36" Box Standard
Cercidium hybrid	"Desert Museum" Hybrid	36" Box Multi Trunk
Syagrus romanzoffianum	Queen Palm	15 Gallon U.O.N. 24" Box
Phoenix dactylifera	Date Palm	18' Trunk Height Diamond Cut Trunk
Acacia anuera	Mulga	24" Box Double Stake
Pinus eldarica	Mondel Pine	24" Box Double Stake
Olea europaea	"Swan Hill" Olive	36" Box Multi- Trunk

SHRUBS		SIZE
Dasylirion wheeleri	Desert Spoon	5 Gallon
Tecoma hybrid	Orange Jubilee	15 Gallon
Phoenix roebelenii	Pigmy Date Palm	15 Gallon
Leucophyllum candida	"Thundercloud " Sage	5 Gallon
Dodonea viscosa	Hopseed Bush	5 Gallon
Ruellia brittoniana	"Katie" Ruellia	1 Gallon
Tecomaria capensis	Cape Honeysuckle	5 Gallon
Feijoa sellowiana	Pineapple Guava	5 Gallon
Hibiscus rosa- sinensis	Chinese Hibiscus	5 Gallon
Liriope japonica	Giant Lilyturf	1 Gallon
Dietes bicolor	Fortnight Lily	1 Gallon
Aloe barbadensis	Aloe Vera	1 Gallon

SHRUBS		SIZE
Caesalpinia pulcherrima	Red Bird of Paradise	5 Gallon
Senna phyllodenia	Silver- Leaf Senna	5 Gallon
Nerium oleander	Petite Pink Dwarf Oleander	5 Gallon
Dasylirion wheeleri	Desert Spoon	5 Gallon
Encelia farinosa	Brittlebush	5 Gallon
Salvia clevelandii	Chaparral Sage	5 Gallon
Agave geminiflora	Twin Flowered Agave	5 Gallon
Sophora secundiflora	Texas Mountain Laurel	5 Gallon
Thevetia peruviana	Yellow Oleander	5 Gallon
Muhlenbergia rigens	"Regal Mist" Deer Grass	5 Gallon



GROUNDCOVERS		SIZE
Lantana montevidensis	Gold Mound Lantana	1 Gallon
Convolvulus cneorum	Bush Morning Glory	1 Gallon
Rosemarinus officinalis	Prostrate Rosemary	1 Gallon
Wedelia trilobata	Yellow Dots	1 Gallon
Seasonal annuals		4" Pots @ 6" O.C.
Cynodon dactylon	Midiron Hybrid	Sod

VINES		SIZE
Bougainvillea	San Diego Red	5 Gallon W/ 4'x 4' Trellis
Ficus pumila	Creeping Fig Vine	1 Gallon

LANDSCAPE MATERIALS

(Contractor to submit sample for approval)

Decomposed granite	"Gold"	3/4" Sized 2" Depth
Concrete header	Extruded	4"x 6"

H. PHASING PLAN

The Multi-family residential will be developed in one phase. All needed off-site and on-site improvements will be constructed as approved by the Design Review approval.

I. CONCLUSION

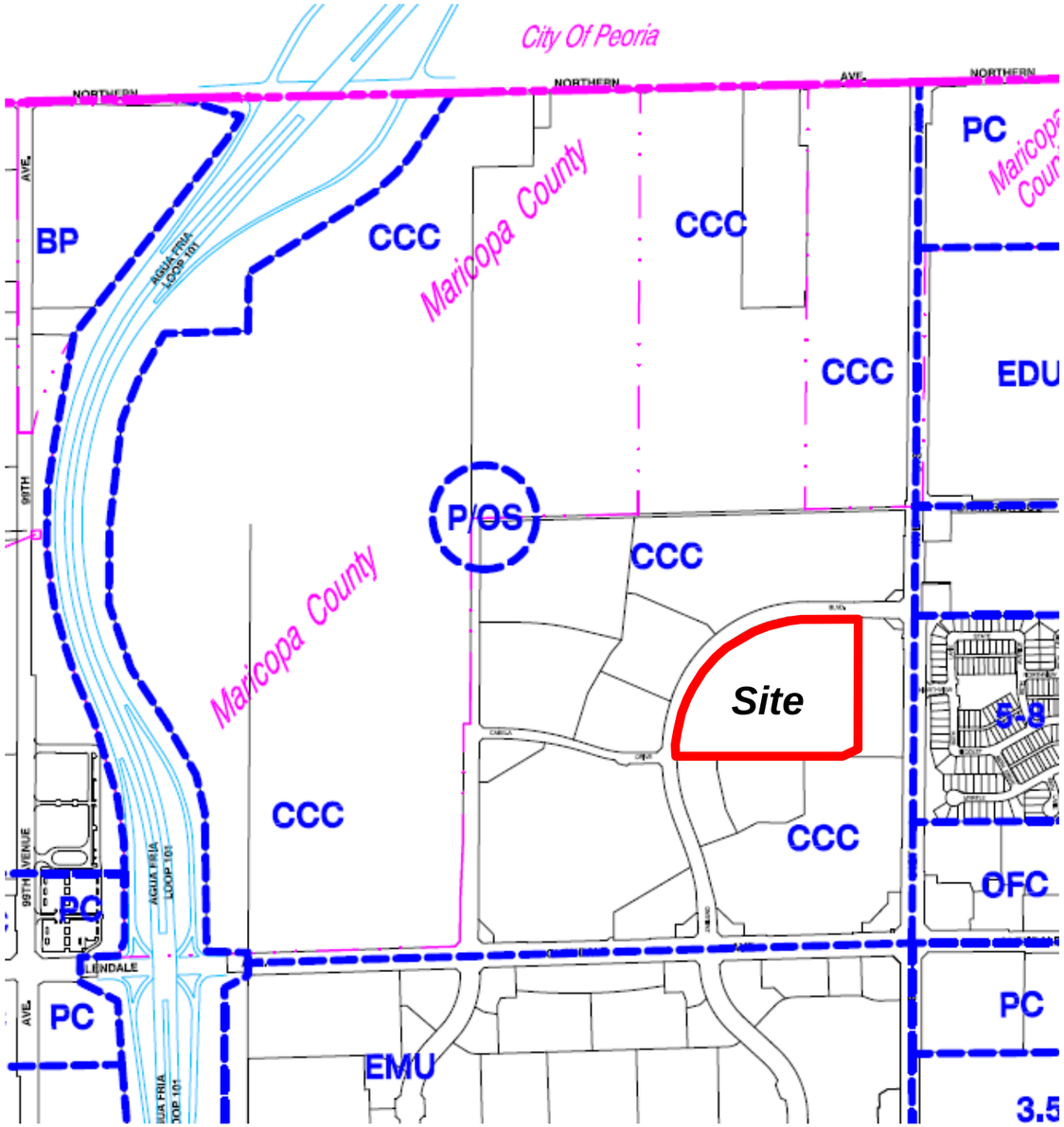
Based upon the analysis provided above, we believe this proposed amendment is consistent with the overall intent and goals of the City of Glendale General Plan which sets forth vision and expectations for this area. The proposed amendment will enhance the other planned uses in the area. The project will attract residents looking for an affordable alternative to single family housing and who prefer to live/work/recreate close to home. This property has excellent local and regional access that will be convenient for young professionals, business representatives/employees, and other individuals who prefer community shared amenities without the maintenance burdens of typical single-family residential uses. The multi-family residential land use will infuse a strong "mixed-use" presence which is appropriate given the existing land use patterns and character of the area. It also provides an appropriate High Density Residential land use designation that knits well into this part of the City.

O:\INDEX\FORE\91st Avenue & Glendale\Docs\PAD Narrative_HEARING Submittal-(FINAL)_REVISED 1.15.2016.doc

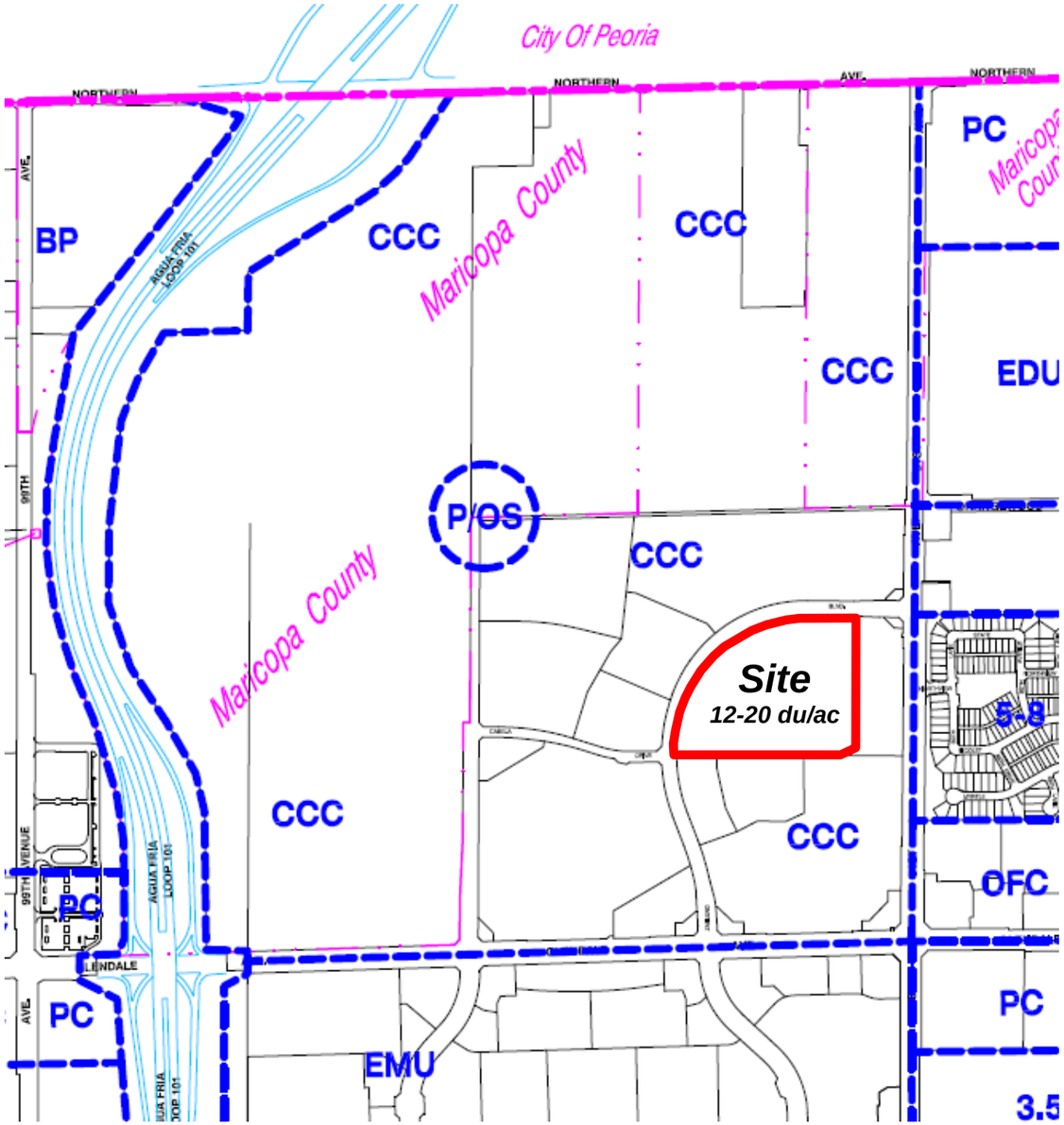
Blvd
Site
91st Avenue
Cabela's
Zanjero
Glendale Avenue
Tanger Outlet Mall
Loop 101 Freeway
Westgate
95th Avenue
Maryland Avenue
University of Phoenix Stadium
Bethany Home Road
VICNITY MAP
North

Blvd
Site
Cabela's
Zanjero
91st Avenue
Glendale Avenue
Tanger Outlet Mall
Westgate
95th Avenue
North

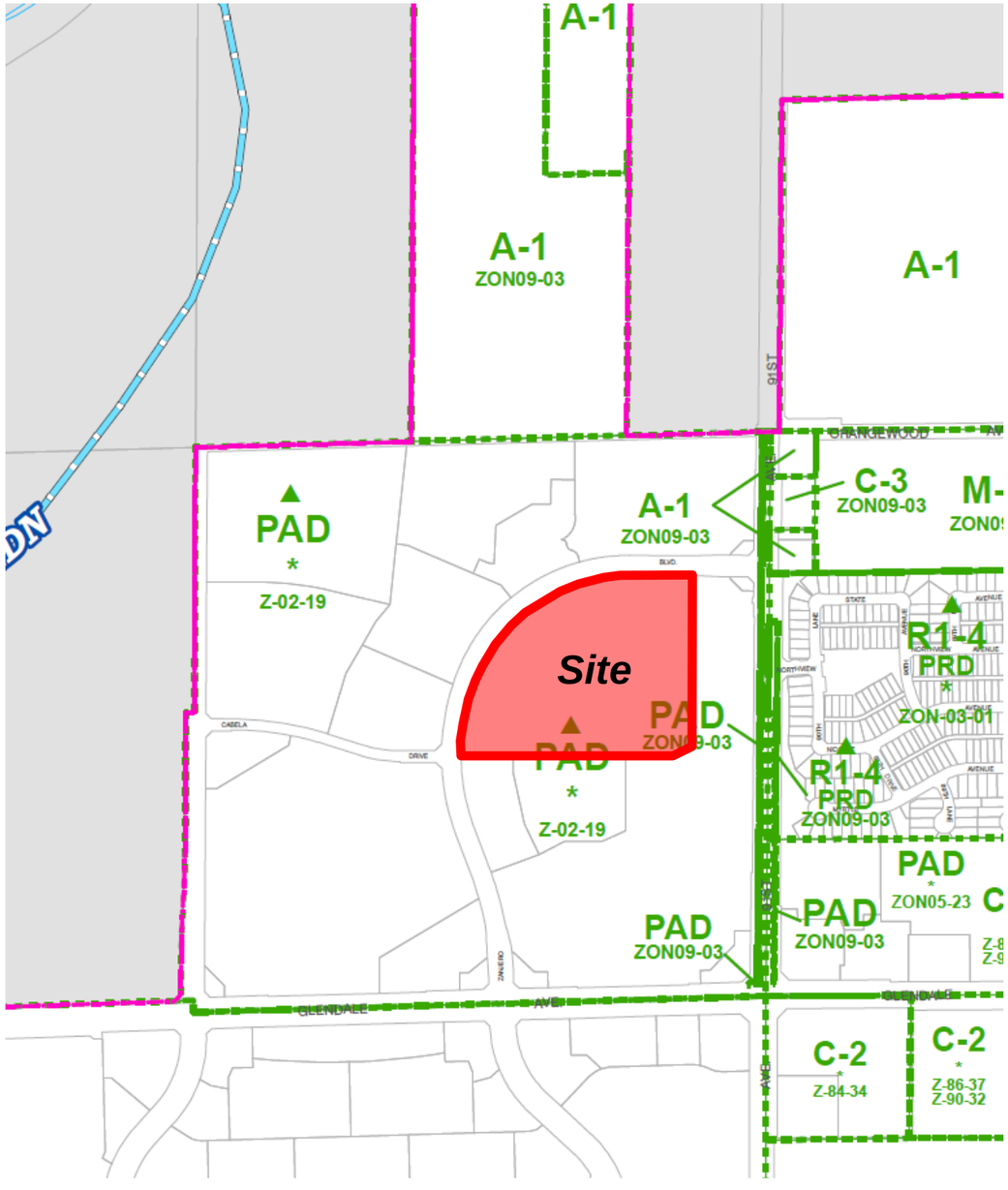
Aerial



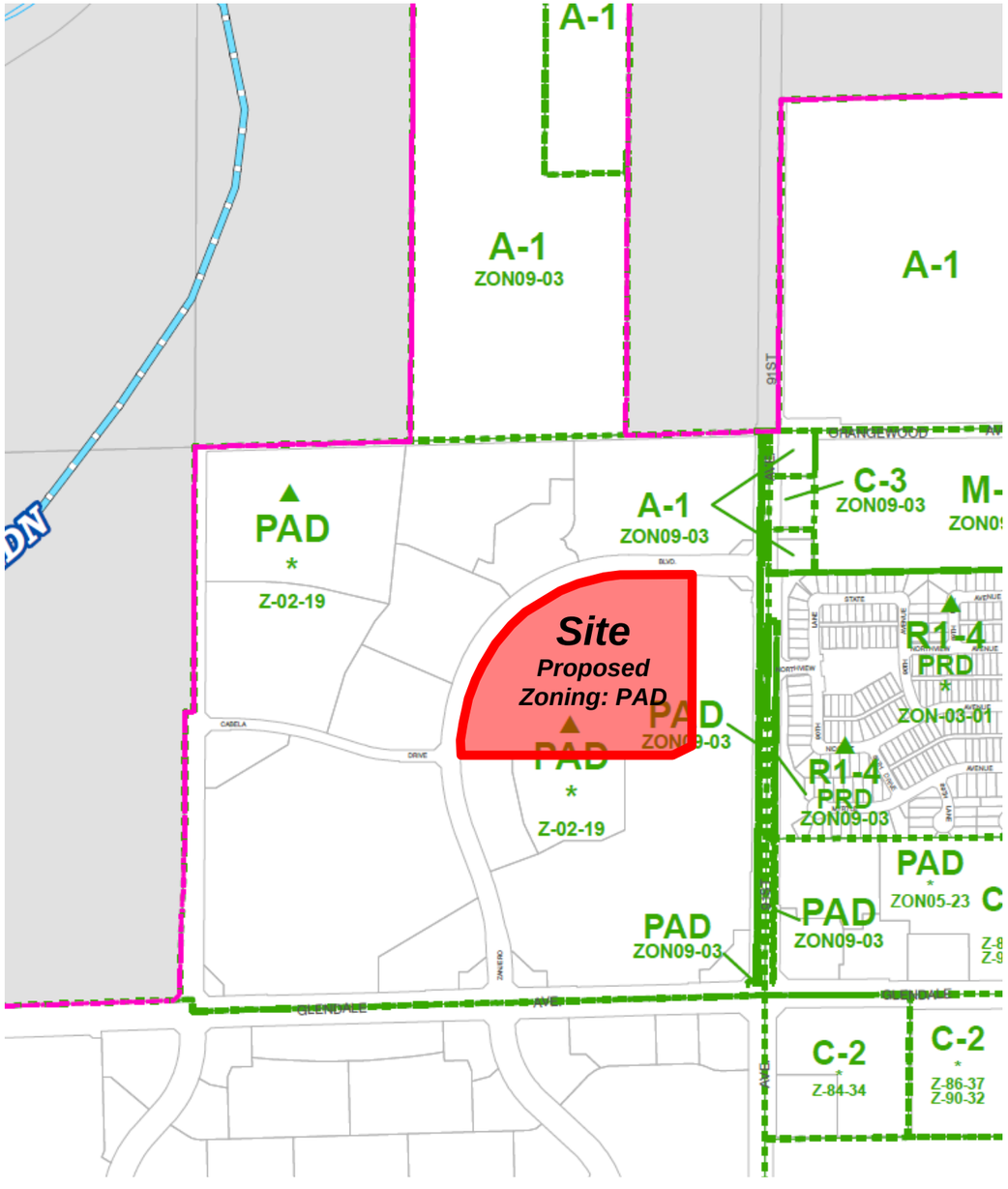
Existing General Plan
Existing Land Use: CCC



Proposed General Plan
Proposed Land Use: 12-20 (High Density Residential 12-20 du/ac



Existing Zoning- PAD



Proposed Zoning – PAD (Multi-Family)

GENERAL NOTES

A. FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE.

B. PURSUANT TO CHAPTER 32.5 OF THE GLENDALE CITY CODE, ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THIS SITE SHALL BE PLACED UNDERGROUND.

C. ALL UTILITY BOXES, VAULTS AND BACKFLOW PREVENTION DEVICES SHALL BE PAINTED TO MATCH THE BUILDING AND SCREENED FROM PUBLIC VIEW BY A MASONRY WALL OR A ROUND-TOPPED WIRE MESH ENCLOSURE, PAINTED TO MATCH THE ADJACENT WALL.

D. SIGHT DISTANCE REQUIREMENTS OF COG DETAIL G-447 (LOCAL STREETS) OR G-448)ARTERIAL AND COLLECTOR STREETS) ARE MET FOR ALL DRIVEWAYS AND STREETS.

E. STREETLIGHTS INSTALLED BY THE DEVELOPER MAY BE REQUIRED FOR CONSTRUCTION PLAN APPROVAL.

F. ON-SITE LIGHTING WILL BE PLACED SO AS TO DIRECT LIGHT AWAY FROM ADJACENT RESIDENTIAL USES AND MUST NOT EXCEED ONE-FOOT CANDLE AT THE PROPERTY LINE. THE HEIGHT OF THE PARKING LOT LIGHTS WITHIN 150' OF RESIDENTIAL USE TO BE 15', HIGH PRESSURE SODIUM (HPS) LIGHTING REQUIRED ADJACENT TO RESIDENCE.

G. ON-SITE LIGHTING SHALL MEET OUTDOOR LIGHT CONTROL ORDINANCE.

H. MAXIMUM NOISE LEVEL 55 DECIBELS (NORMAL SPEAKING VOICE) AT PROPERTY LINE.

I. CONVENIENCE USES SHALL BE SUBJECT TO A SEPARATE CITIZEN PARTICIPATION AND CONDITIONAL USE PERMIT PROCESS.

J. THE PROPERTY OWNER IS REPSONSIBLE FOR MAINTAINING LANDSCAPING IN ALL PUBLIC RIGHTS-OF-WAY ADJACENT TO THE PROJECT.

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1C, OF THE MINOR LAND DIVISION IN BOOK 765, PAGE 17, COMMON WITH THE NORTHWEST CORNER OF TRACT 'E' OF THE FINAL PLAT RECORDED IN BOOK 764, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 41 MINUTES 03 SECONDS WEST, ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 1C, A DISTANCE OF 35.73 FEET;

THENCE NORTH 87 DEGREES 46 MINUTES 30 SECONDS WEST, A DISTANCE OF 150.08 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 03 SECONDS WEST, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 00 DEGREES 19 MINUTES 00 SECONDS WEST, DEPARTING SAID NORTHERLY PROPERTY LINE, A DISTANCE OF 776.89 FEET;

THENCE SOUTH 46 DEGREES 36 MINUTES 19 SECONDS WEST, A DISTANCE OF 98.79 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 954.09 FEET TO THE WESTERLY PROPERTY LINE OF SAID LOT 1C, BEING A POINT OF A NON TANGENT CURVE CONCAVE EASTERLY, OF WHICH THE RADIUS POINT LIES SOUTH 89 DEGREES 04 MINUTES 00 SECONDS EAST, A RADIAL DISTANCE OF 957.50 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19 DEGREES 41 MINUTES 32 SECONDS, A DISTANCE OF 329.09 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 757.50 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69 DEGREES 41 MINUTES 25 SECONDS, A DISTANCE OF 921.37 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 03 SECONDS EAST, A DISTANCE OF 274.68 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

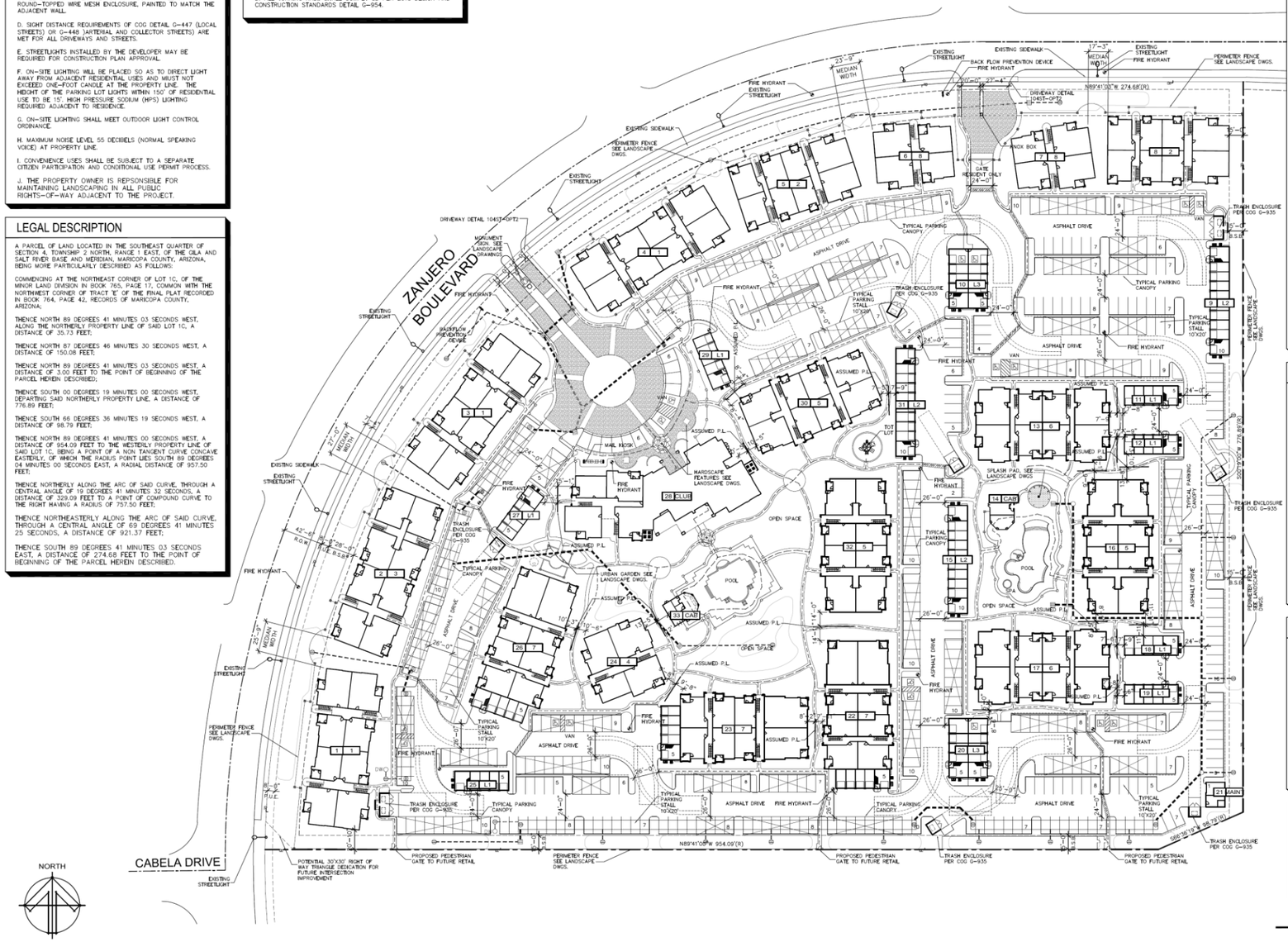
GENERAL FIRE PROTECTION NOTES

A. PROVIDE FIRE ACCESS AS PER I.F.C. 2009 SECTIONS D103.1, D103.5, D105.2, D105.3 W/ ADMENDMENTS SECTIONS 503.1.4, 503.1.5, AND 503.1.6.

B. PROVIDE FIRE HYDRANTS AS PER 2015 DESIGN AND CONSTRUCTION STANDARDS.

C. SECURITY GATES SHALL COMPLY AS PER 503.6 OF THE I.F.C. 2009 CODES.

D. ALL TURNING RADII SHALL COMPLY SD PER 2015 DESIGN AND CONSTRUCTION STANDARDS DETAIL G-954.



PROJECT DATA

ADDRESS: NORTHEAST OF CABELA DRIVE AND ZANJERO BOULEVARD GLENDALE, ARIZONA 85305

EXISTING ZONING: PAD

PROPOSED USE: MULTI-FAMILY RESIDENTIAL

TOTAL SITE AREA: (NET): ±16.518 ACRES (719,510 S.F.)
(GROSS): ±18.03 ACRES (785,579 S.F.)

BUILDING HEIGHT: 44'-0" MAXIMUM / 3 STORIES

DENSITY 20.58 DU/NET ACRE

TOTAL BUILDING AREA: 446,679 S.F.

OCCUPANCY: RESIDENTIAL: NFPA 13R R-2
COMMUNITY BUILDING: NFPA 13 A-3

CONSTRUCTION TYPE: V-A & V-B W/ FIRE SPRINKLERS

TOTAL NO. OF BUILDINGS: 33

TOTAL LANDSCAPE AREA: 289,951 S.F. / 40%

UNIT MIX:

UNIT TYPE		NET AREA	# UNITS
UNIT A-1	1 BED/1 BA FLAT	600 S.F.	18
UNIT A-2	1 BED/1 BA FLAT	675 S.F.	74
UNIT A-3	1 BED/1 BA FLAT	740 S.F.	51
UNIT A-4	1 BED/1 BA FLAT	780 S.F.	32
UNIT B-1	2 BED/2 BA FLAT	1,000 S.F.	56
UNIT B-2	2 BED/2 BA FLAT	1,075 S.F.	44
UNIT B-3	2 BED/2 BA FLAT	1,175 S.F.	27
UNIT B-4/CARRIAGE UNIT	2 BED/2 BA LOFT	1,058 S.F.	20
UNIT C-1	3 BED/2 BA LOFT	1,350 S.F.	18
TOTAL:			340 UNITS

PROJECT ALSO INCLUDES 4 ADDITIONAL UNITS – A-2, A-3, B-1, & B-2 AS MODEL UNITS ONLY, NOT TO BE OCCUPIED AS RESIDENCES.

PARKING:

REQUIRED:

1 STALL PER 1 BDRM =	175 UNITS X 1 STALLS =	175 P.S.
2 STALLS PER 2 & 3 BDRM =	165 UNITS X 2 STALLS =	330 P.S.
1 GUEST STALL PER 3 UNITS =	340 TOTAL UNITS / 3	114 P.S.
TOTAL REQUIRED PARKING		619 P.S.

PROVIDED:

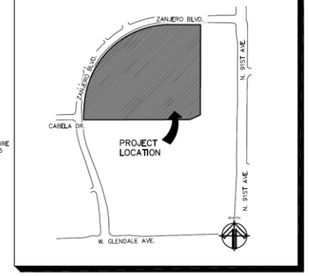
UNCOVERED PARKING STALLS =	198 P.S.
CARPORT STALLS =	320 P.S.
GARAGE STALLS =	101 P.S.
TOTAL PROVIDED	619 P.S.

TOTAL REQUIRED/PROVIDED DISABLED SPACES:

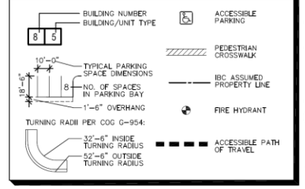
UNCOVERED PARKING STALLS =	5 P.S. INCLUDING 1 VAN P.S.
CARPORT STALLS =	8 P.S. INCLUDING 3 VAN P.S.
GARAGE STALLS =	3 P.S
TOTAL PROVIDED	16 P.S.

VICINITY MAP

SCALE: N.T.S.



SYMBOL SCHEDULE



PROJECT NARRATIVE:

GLENDALE-ZANJERO APARTMENTS IS A GATED MULTI-FAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF A +/- 17.5 NET ACRE SITE LOCATED NORTH OF THE NORTHEAST CORNER OF GLENDALE AVENUE AND ZANJERO BOULEVARD IN GLENDALE, ARIZONA. THIS MULTI-FAMILY DEVELOPMENT PROPOSAL IS BEING REQUESTED ON BEHALF OF THE FORE PROPERTY COMPANY, IN ORDER TO BUILD AN ENVIRONMENTALLY RESPONSIVE, FULLY AMENITIZED MULTI-FAMILY RENTAL COMMUNITY. THE SUBJECT REQUEST SEEKS TO REZONE THE SITE FROM PAD (PLANNED AREA DEVELOPMENT) TO PAD ZONING TO ALLOW A 340 UNIT MULTI-FAMILY RESIDENTIAL COMMUNITY.

PRELIMINARY SITE PLAN

GPA15-02 / ZON15-07 / DR15-14

biltform architecture
biltform architecture group of companies, llc.
11460 north cave creek road - suite 11
phoenix - arizona 85020
Phone: 602.285.9200 Fax: 602.285.9229

EXPIRES 09/30/2016

DESIGN REVIEW
CONDITIONAL APPROVAL
REVISIONS
DECEMBER 11, 2015

Glendale-Zanjero Apartments

East of Cabela Drive and Zanjero Boulevard
Glendale, Arizona

Fore Property Company
17470 N. Pacesetter Way, Scottsdale, AZ 85255

REVISIONS:
1 -
2 -
3 -
4 -

JOB NO: 13-051
DATE: JUNE 25, 2015
SCALE: 1" = 50'
SHEET NO: A1.0

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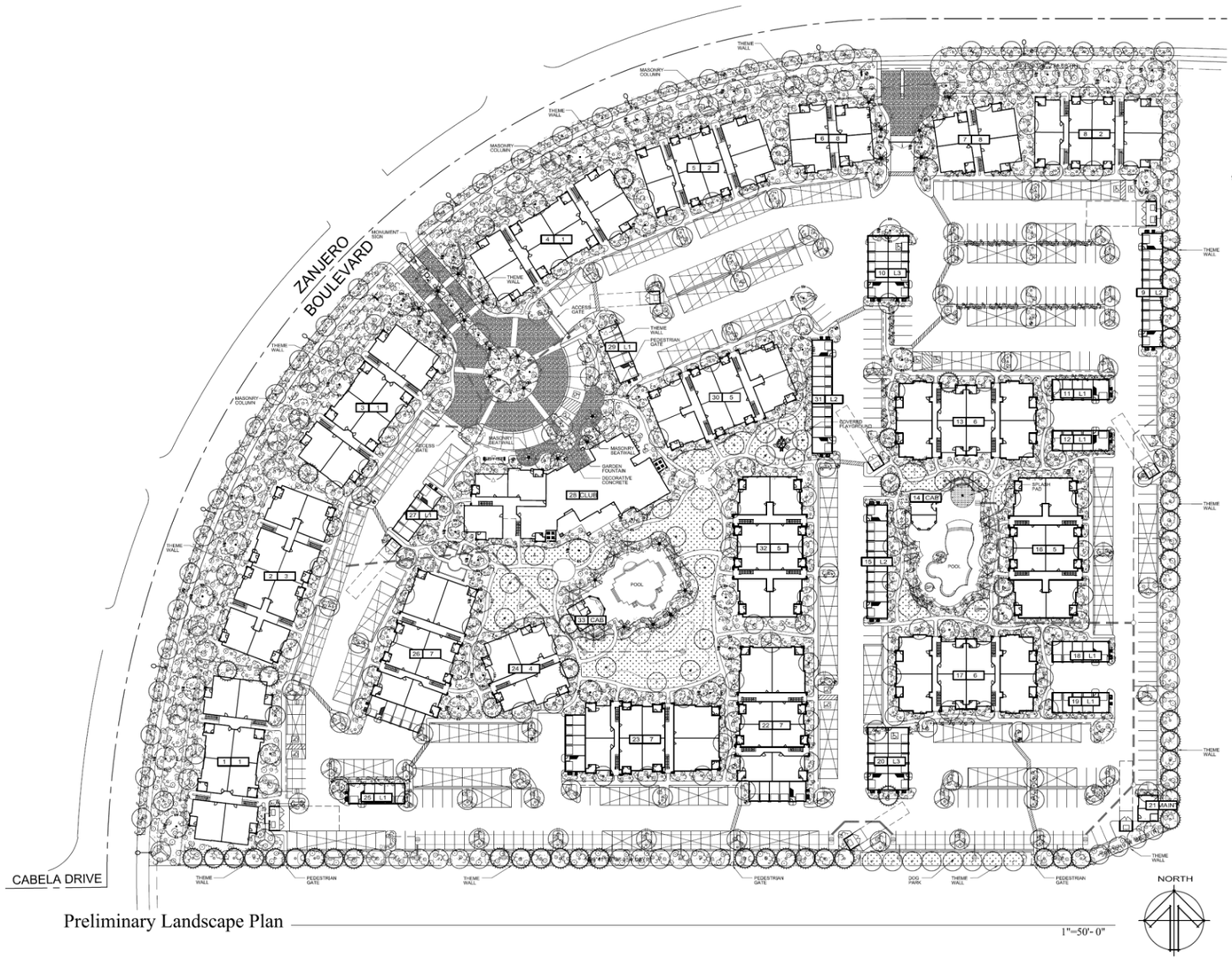


Preliminary Landscape Plan — 1"=50'- 0"

PLANT LEGEND

TREES

Prunus cerasifera"purpurea"	Purple Leaf Plum	15 Gallon Standard
Quercus virginiana	Southern Live Oak	24" Box Double Stake
Prosopis chilensis"Hybrid"	Thornless Chilean Mesquite	24" Box Double Stake
Dalbergia Sissoo	Sisso Tree	24" Box Double Stake
Ulmus parvifolia	Chinese Elm	36" Box Double Stake
Pistacia chinensis	Chinese Pistache	36" Box Standard
Cercidium hybrid	"Desert Museum" Hybrid	36" Box Multi Trunk
Syagrus romanzoffianum	Queen Palm	15 Gallon U.O.N. 24" Box
Phoenix dactylifera	Date Palm	18' Trunk Height Diamond Cut Trunk
Acacia anuera	Mulga	24" Box Double Stake
Pinus eldarica	Mondel Pine	24" Box Double Stake
Olea europaea	"Swan Hill" Olive	36" Box Multi- Trunk

SHRUBS

		SIZE
Dasylirion wheeleri	Desert Spoon	5 Gallon
Tecoma hybrid	Orange Jubilee	15 Gallon
Phoenix roebelenii	Pigmy Date Palm	15 Gallon
Leucophyllum candida	"Thundercloud " Sage	5 Gallon
Dodonea viscosa	Hopseed Bush	5 Gallon
Ruellia brittoniana	"Katie" Ruellia	1 Gallon
Tecomaria capensis	Cape Honeysuckie	5 Gallon
Feijoa sellowiana	Pineapple Guava	5 Gallon
Hibiscus rosa- sinensis	Chinese Hibiscus	5 Gallon
Liriope japonica	Giant Lilyturf	1 Gallon
Dietes bicolor	Fortnight Lily	1 Gallon
Aloe barbadensis	Aloe Vera	1 Gallon
Caesalpinia pulcherrima	Red Bird of Paradise	5 Gallon
Senna phyllodenia	Silver- Leaf Senna	5 Gallon
Nerium oleander	Petite Pink Dwarf Oleander	5 Gallon
Dasylirion wheeleri	Desert Spoon	5 Gallon
Encelia farinosa	Brittlebush	5 Gallon
Salvia clevelandii	Chaparral Sage	5 Gallon
Agave geminiflora	Twin Flowered Agave	5 Gallon
Sophora secundiflora	Texas Mountain Laurel	5 Gallon
Thevetia peruviana	Yellow Oleander	5 Gallon
Muhlenbergia rigens	"Regal Mist" Deer Grass	5 Gallon

GROUNDCOVERS

		SIZE
Lantana montevidensis	Gold Mound Lantana	1 Gallon
Convolvulus cneorum	Bush Morning Glory	1 Gallon
Rosemarinus officinalis	Prostrate Rosemary	1 Gallon
Wedelia trilobata	Yellow Dots	1 Gallon
Seasonal annuals		4" Pots @ 6" O.C.
Cynodon dactylon	Midiron Hybrid	Sod

VINES

		SIZE
Bougainvillea	San Diego Red	5 Gallon W/ 4'x 4' Trellis
Ficus pumila	Creeping Fig Vine	1 Gallon

LANDSCAPE MATERIALS

(Contractor to submit sample for approval)

Decomposed granite	"Gold"	3/4" Sized 2" Depth
Concrete header	Extruded	4"x 6"

biltform landscape architecture

biltform landscape architecture group, inc.
11460 North Cave Creek Rd. suite 11
phoenix arizona 85020
Phone 602.285.9200 Fax 602.285.9229
email: dave@biltform.com

33379 DAVID G. FLYNN 3/31/15
Expires: 3/31/2016

Zanjero Apartments

Fore Property Company

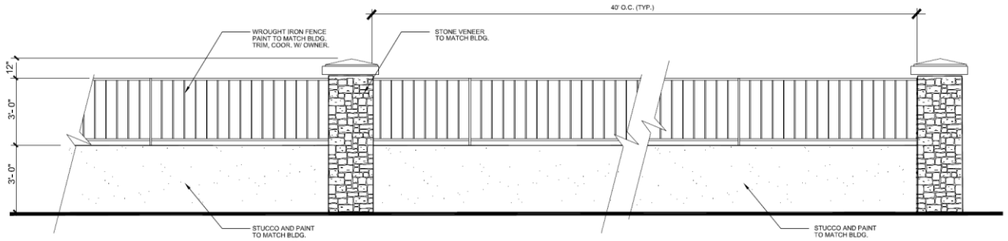
June 25, 2015
Design Review Conditional Approval Revisions Dec. 11, 2015

LANDSCAPE SUMMARY

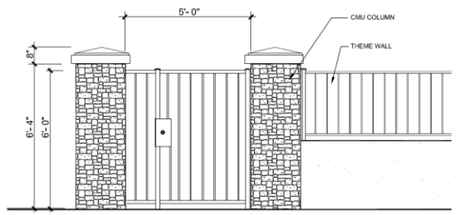
Total Site: 719,510 S.F.
Total Landscape : 289,951 S.F.
Total Turf : 24,750 S.F.
Total Percentage : 8.5%

GPA15-02 / ZON15-07 / DR15-14 PL 1.2

Conceptual Landscape Plan



THEME WALL ALONG ZANJERO BLVD. N.T.S.



PEDESTRIAN GATE N.T.S.

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phoenix . arizona 85020
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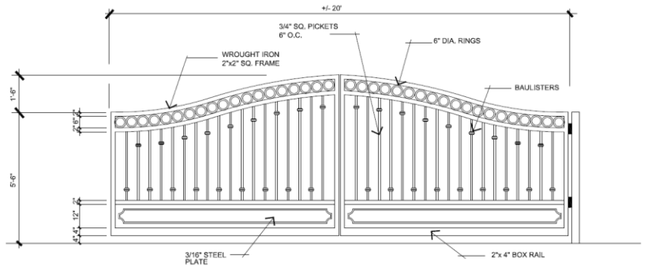
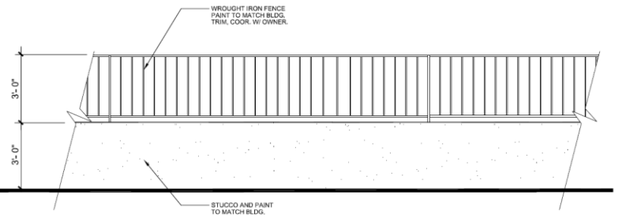
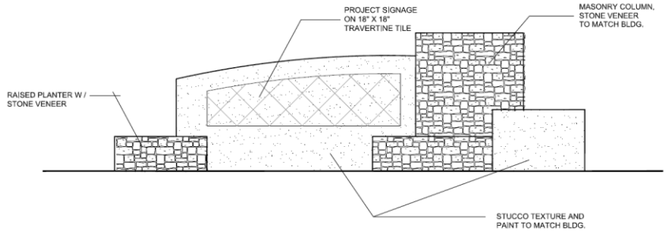


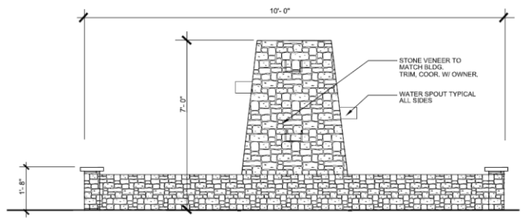
ACCESS GATES N.T.S.



THEME WALL ALONG EAST AND SOUTH PROPERTY LINES N.T.S.



MONUMENT SIGN N.T.S.



GARDEN FOUNTAIN N.T.S.

Zanjero Apartments

Fore Property Company

June 25, 2015
Design Review Conditional Approval Revisions Dec. 11, 2015

GPA15-02 / ZON15-07 / DR15-14 PL 2.2

ELEVATION KEY NOTES: (#)

1. EXTERIOR STUCCO SYSTEM.
2. CORNICE WITH STUCCO FINISH.
3. STEPPED PARAPET CAP WITH STUCCO FINISH.
4. POP-OUT WITH STUCCO FINISH.
5. STONE VENEER (STREET SIDE ONLY EXCEPT CLUBHOUSE).
6. METAL RAILING.
7. METAL AWNING.
8. VINYL FRAME WINDOW UNIT.
9. FIBERGLASS FRAME SINGLE LITE DOOR.
10. MASONRY WALL ENCLOSURE WITH STUCCO FINISH FOR CONDENSING UNITS.
11. RECESSED STUCCO WALL DETAIL.
12. METAL GARAGE DOOR.
13. ALUMINUM STOREFRONT WINDOW SYSTEM.
14. FINISH GRADE.
15. ALUMINUM TELESCOPING DOOR SYSTEM.
16. BREEZEWAY BEYOND.
17. METAL STAIR SYSTEM WITH CONCRETE TREADS.
18. METAL TRELLIS
19. LINE OF ROOF BEYOND. ALL PARAPETS HIGHER THAN ROOF MOUNTED EQUIPMENT.
20. 2X FRAME WALL WITH STUCCO FINISH
21. MECHANICAL UNITS BEYOND

EXTERIOR COLOR SCHEME:

	STUCCO 1:	SHERWIN WILLIAMS SW 6657 AMBER WAVE
	STUCCO 2:	SHERWIN WILLIAMS SW 6179 ARTICHOKE
	STUCCO 3:	SHERWIN WILLIAMS SW 7074 SOFTWARE
	STUCCO CORNICE AND DOORS	SHERWIN WILLIAMS SW 6006 BLACK BEAN
	AWNINGS AND RAILINGS	BM2132-60 METALLIC SILVER
	STONE VENEER	ENVIRONMENTAL STONEWORKS TUSCAN LEDGE MIST
	WINDOW FRAMES	WHITE
	STUCCO TRIM & GARAGE DOOR	SHERWIN WILLIAMS SW 7532 URBAN PUTTY
	STOREFRONT SYSTEM	CLEAR ANODIZED ALUMINUM

BUILDING TYPE 2 ELEVATIONS

BUILDING TYPE 1 ELEVATIONS

GPA15-02 / ZON15-07 / DR15-14

biltform architecture group of companies, llc.
11480 north cave creek road - suite 11
phoenix, arizona 85020
Phone 602.285.9200 Fax 602.285.9229

REGISTERED LANDSCAPE ARCHITECT ... MICHAEL J. BILTFORM ... 12/11/15 ... EXPIRES 09/30/2016

DESIGN REVIEW RESUBMITTAL JUNE 25, 2015

Glendale-Zanjero Apartments
East of Cabela Drive and Zanjero Boulevard
Glendale, Arizona

Fore Property Company
17470 N. Pacesetter Way, Scottsdale, AZ 85255

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	WINDOW FRAMES	WHITE
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	STOREFRONT SYSTEM	CLEAR ANODIZED ALUMINUM

BUILDING TYPE 8 ELEVATIONS

BUILDING TYPE 3 ELEVATIONS
GPA15-02 / ZON15-07 / DR15-14

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phoenix . arizona 85020
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LEFT

RIGHT

REAR

FRONT

BUILDING TYPE 4 ELEVATIONS

SIDE

FRONT/REAR

BUILDING TYPE 5 ELEVATIONS

GPA15-02 / ZON15-07 / DR15-14

ELEVATION KEY NOTES: (#)

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biltform architecture group of companies, llc.
11480 north cave creek road - suite 11
phoenix, arizona 85020
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DESIGN REVIEW
CONDITIONAL APPROVAL
REVISIONS
DECEMBER 11, 2015

Glendale-Zanjero Apartments
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LEFT

RIGHT

FRONT/REAR

SIDE

FRONT/REAR

BUILDING TYPE 7 ELEVATIONS

BUILDING TYPE 6 ELEVATIONS

GPA15-02 / ZON15-07 / DR15-14

ELEVATION KEY NOTES: (#)

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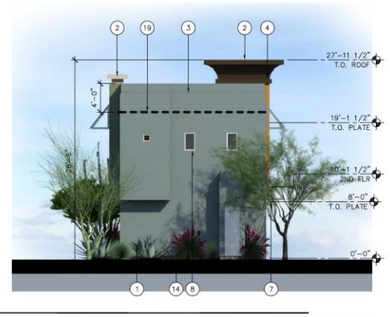
SIDE

FRONT/REAR

BUILDING TYPE L2 ELEVATIONS



SIDE

SIDE

REAR

FRONT

BUILDING TYPE L1 ELEVATIONS

GPA15-02 / ZON15-07 / DR15-14

ELEVATION KEY NOTES: (#)

1. EXTERIOR STUCCO SYSTEM.
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	STOREFRONT SYSTEM	CLEAR ANODIZED ALUMINUM

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11460 north cave creek road :: suite 11
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EXPIRES 09/30/2016

DESIGN REVIEW
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DECEMBER 11, 2015

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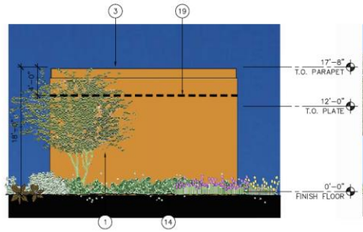
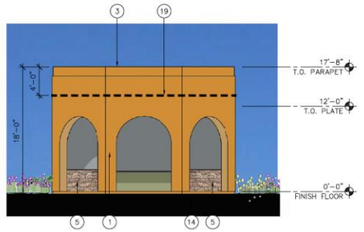


REAR

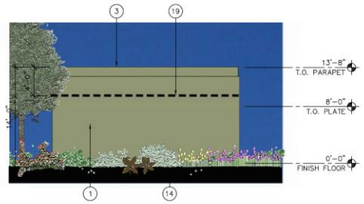
LEFT

RIGHT



FRONT

MAINTENANCE BLDG ELEVATIONS



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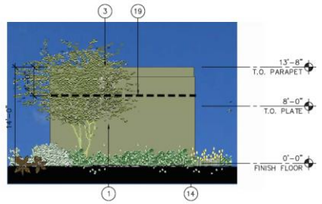
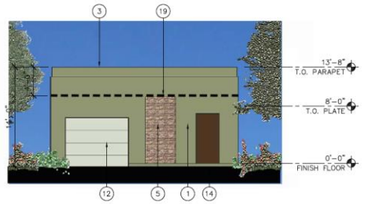
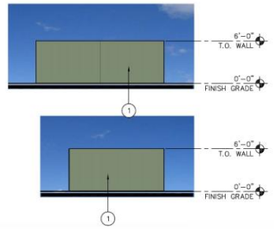


SIDE

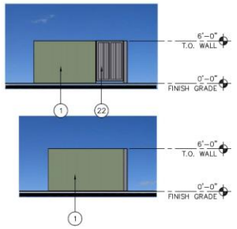
POOL CABANA ELEVATIONS



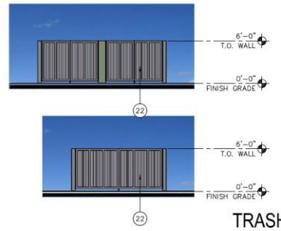
FRONT



REAR



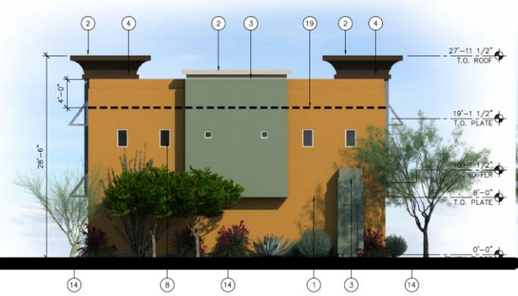
SIDE



FRONT

TRASH ENCLOSURE ELEVATIONS

LEFT



RIGHT

FRONT/REAR

LOFT TYPE 3 ELEVATIONS
GPA15-02 / ZON15-07 / DR15-14

ELEVATION KEY NOTES: (#)

1. EXTERIOR STUCCO SYSTEM.
2. CORNICE WITH STUCCO FINISH.
3. STEPPED PARAPET CAP WITH STUCCO FINISH.
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17. METAL STAIR SYSTEM WITH CONCRETE TREADS.
18. METAL TRELLIS
19. LINE OF ROOF BEYOND. ALL PARAPETS HIGHER THAN ROOF MOUNTED EQUIPMENT.
20. 2X FRAME WALL WITH STUCCO FINISH
21. MECHANICAL UNITS BEYOND
22. METAL GATE WITH TUBULAR STEEL FRAME AND SOLID INFILL PANELS.

EXTERIOR COLOR SCHEME:

	STUCCO 1:	SHERWIN WILLIAMS SW 6657 AMBER WAVE
	STUCCO 2:	SHERWIN WILLIAMS SW 6179 ARTICHOKE
	STUCCO 3:	SHERWIN WILLIAMS SW 7074 SOFTWARE
	STUCCO CORNICE AND DOORS	SHERWIN WILLIAMS SW 6006 BLACK BEAN
	AWNINGS AND RAILINGS	BM2132-60 METALLIC SILVER
	STONE VENEER	ENVIRONMENTAL STONEWORKS TUSCAN LEDGE MIST
	WINDOW FRAMES	WHITE
	STUCCO TRIM & GARAGE DOOR	SHERWIN WILLIAMS SW 7532 URBAN PUTTY
	STOREFRONT SYSTEM	CLEAR ANODIZED ALUMINUM

biltform architecture

biltform architecture group of companies, llc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

EXPIRES 09/30/2016

DESIGN REVIEW
CONDITIONAL APPROVAL
REVISIONS
DECEMBER 11, 2015

Glendale-Zanjero Apartments
East of Cabela Drive and Zanjero Boulevard
Glendale, Arizona

Fore Property Company
17470 N. Pacesetter Way, Scottsdale, AZ 85255

REVISIONS:
1 -
2 -
3 -
4 -

JOB NO: 12-051
DATE: JUNE 25, 2015
SCALE: 1/8" = 1'-0"
SHEET NO:
A3.6C

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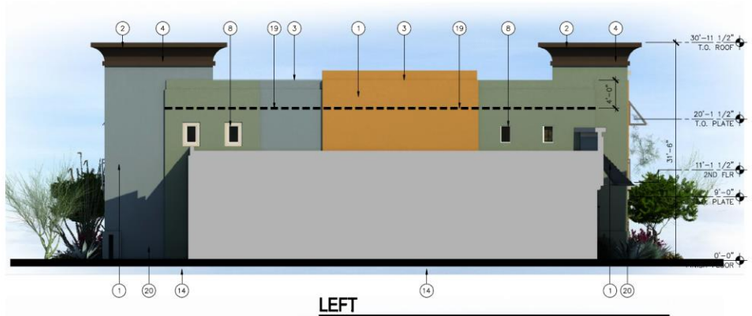

LEFT

REAR

RIGHT

FRONT

ELEVATION KEY NOTES: (#)

1. EXTERIOR STUCCO SYSTEM.
2. CORNICE WITH STUCCO FINISH.
3. STEPPED PARAPET CAP WITH STUCCO FINISH.
4. POP-OUT WITH STUCCO FINISH.
5. STONE VENEER (STREET SIDE ONLY EXCEPT CLUBHOUSE).
6. METAL RAILING.
7. METAL AWNING.
8. VINYL FRAME WINDOW UNIT.
9. FIBERGLASS FRAME SINGLE LITE DOOR.
10. MASONRY WALL ENCLOSURE WITH STUCCO FINISH FOR CONDENSING UNITS.
11. RECESSED STUCCO WALL DETAIL.
12. METAL GARAGE DOOR.
13. ALUMINUM STOREFRONT WINDOW SYSTEM.
14. FINISH GRADE.
15. ALUMINUM TELESCOPING DOOR SYSTEM.
16. BREEZEWAY BEYOND.
17. METAL STAIR SYSTEM WITH CONCRETE TREADS.
18. METAL TRELLIS
19. LINE OF ROOF BEYOND. ALL PARAPETS HIGHER THAN ROOF MOUNTED EQUIPMENT.
20. 2X FRAME WALL WITH STUCCO FINISH
21. MECHANICAL UNITS BEYOND

EXTERIOR COLOR SCHEME:

	STUCCO 1:	SHERWIN WILLIAMS SW 6657 AMBER WAVE
	STUCCO 2:	SHERWIN WILLIAMS SW 6179 ARTICHOKE
	STUCCO 3:	SHERWIN WILLIAMS SW 7074 SOFTWARE
	STUCCO CORNICE AND DOORS	SHERWIN WILLIAMS SW 6006 BLACK BEAN
	AWNINGS AND RAILINGS	RM2132-60 METALLIC SILVER
	STONE VENEER	ENVIRONMENTAL STONEWORKS TUSCAN LEDGE MIST
	WINDOW FRAMES	WHITE
	STUCCO TRIM & GARAGE DOOR	SHERWIN WILLIAMS SW 7532 URBAN PUTTY
	STOREFRONT SYSTEM	CLEAR ANODIZED ALUMINUM

CLUBHOUSE - ATTACHED UNIT ELEVATIONS

REAR

LEFT

FRONT

CLUBHOUSE MAIN ELEVATIONS

GPA15-02 / ZON15-07 / DR15-14

biltform architecture

biltform architecture group of companies, llc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

EXPIRES 09/30/2016

DESIGN REVIEW RESUBMITTAL JUNE 25, 2015

Glendale-Zanjero Apartments
East of Cabela Drive and Zanjero Boulevard
Glendale, Arizona

Fore Property Company
17470 N. Pacesetter Way, Scottsdale, AZ 85255

REVISIONS:
1 -
2 -
3 -
4 -

JOB NO: 12-091
DATE: JUNE 25, 2015
SCALE: 1/8" = 1'-0"
SHEET NO: A3.7C

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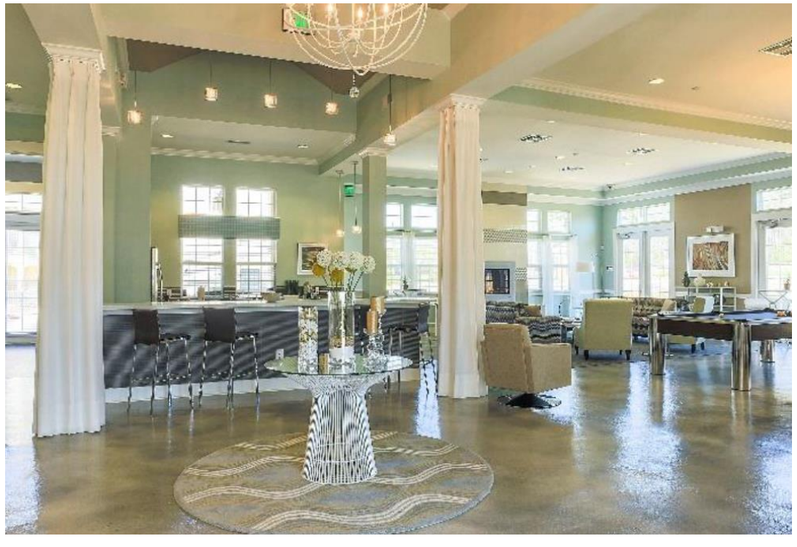


Representative Examples of Amenities

Citizen Participation Final Report
for

Zanjero Apartments

Located at the northeast corner of Zanjero Boulevard and Cabela Drive

A Minor General Plan Amendment & Rezoning Requests
Application Numbers: GPA15-02 & ZON15-07

Owner
Zanjero Glendale LLC
Contact: Ron Winchell
8978 Spanish Ridge Avenue
Suite 100
Las Vegas, NV 89148

Attorney
Earl, Curley & Lagarde P.C.
Contact: Stephen C. Earl
3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

Attorney
Burch & Cracchiolo, P.A.
Contact: Ed Bull
702 E. Osborn Road
Suite 200
Phoenix, AZ 85014

Prepared by:
EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Prepared:
December 17, 2015

RECEIVED
JAN 20 2016
Glendale Planning Dept.

CITIZEN PARTICIPATION FINAL REPORT

Zanjero Apartments

Minor General Plan Amendment and Rezoning requests

PROJECT DESCRIPTION

This request is submitted by Fore Property Company ("FORE"), one of the nation's leading developers, builders, and managers of residential multifamily housing. The company is a full service, national real estate company. Over the last thirty years, FORE has developed over 77 communities comprising more than 18,000 units. FORE currently manages 37 properties in 12 states. Having been in business for more than 30 years, FORE has proven its long-term stability and financial strength.

The purpose of the proposed Minor General Plan Amendment and companion PAD ("PAD") zoning request is to amend the current approvals on the property and to create specific standards to guide the development of the approximately 18 gross acre (16.5 net acre) subject property located northeast corner of Zanjero Boulevard and Cabela Drive. The subject property is located within the approved 158-acre Zanjero PAD development, which was approved by the City Council in 2003.

The General Plan Amendment and Rezoning request will involve approximately 18 acres and will rezone the property from PAD to PAD to allow for the development of a Multi-Family Residential community which implements the vision of the City of Glendale for the development near the Sport and Entertainment district.

Two requests are being processed concurrently. The first request is for a Minor General Plan Amendment ("GPA"). The Minor General Plan amendment seeks to change "Corporate Commerce Center" ("CCC") land use designations to "High Density Residential" ("HDR-12-20 du/ac"). The companion rezoning request seeks to rezone the property from PAD (Planned Area Development) to PAD-Multiple Family Residential to allow the property the opportunity to develop with multi-family residential uses within the context of common circulation, landscape and design themes.

Zanjero Apartments is designed as a high quality multi-family residential community. This proposal provides Glendale residents who are looking for high end rental housing with resort style amenities that are maintained professionally; easy accessibility to nearby shopping and entertainment area of Jobbing.com arena, Westgate, and the University of Phoenix Stadium and office, businesses in the surrounding area and nearby freeway access. This multi-family residential development request will support the area's restaurants, retail shops, and support services.

The "High Density Residential (12-20 du/ac)" land use designation allows this parcel to be developed with a land use that acts as a transition from 91st Avenue and is one that

will be compatible with the other planned retail and employment uses in the surrounding area.

This amendment will also enhance the opportunities for high-quality employment for professionals, technical experts and highly skilled labor surrounding the Glendale Municipal Airport, the St. Joseph at Westgate Medical Hospital and future employers by introducing additional housing diversity for employers. The larger employment area has lacked diversity of housing opportunities that is important to attracting major employers.

OVERVIEW OF ELEMENTS OF CITIZEN NOTIFICATION

The Citizen Participation Final Report was prepared in accordance with the City of Glendale Citizen Participation Ordinance (CPO). As prepared, the Final Report meets the City's CPO requirements and the recommended notification area as identified by the Planning Department. In accordance with requirements of the CPO, the following process was completed:

- A Neighborhood Meeting was deemed to be the most appropriate notification technique to inform the adjacent property owners/residents and/or interested parties of the request.

- On November 12, 2015, Earl, Curley & Lagarde P.C. mailed the required Neighborhood Meeting Notification/Invitation letter. There were a total of 171 letters mailed to: all property owners within 500-feet of the subject site (as provided by the Maricopa County Assessor data base), all interested parties (as provided by the Planning Department), the Mayor's office, the City Council's office, and the Planning Department, to advise them of the proposed General Plan Amendment and Rezoning applications and to notify them of the neighborhood meeting to discuss the applications. According to the Planning Department, there were no registered Glendale Homeowners Associations or Registered Neighborhood Group near the subject site.

- The list of adjacent property owners, interested parties, the Mayor's office, the City Council office, and the Planning Department, along with assessor's map exhibit which shows which property owners were notified is provided (*see Appendix*).

- The letter invited residents to attend a neighborhood meeting in the area at Residence Inn Phoenix Glendale Sports & Entertainment District-Grand Canyon Room, 7350 N. Zanjero Boulevard, Glendale, AZ 85305 on Monday, November 30, 2015 @ 6:00 PM. The letter provided a brief explanation of the proposed application and explained the purpose of the meeting and included an aerial exhibit and site plan (*see Appendix*).

- The neighborhood meeting letter also included the applicant's contact information, such as address, phone, e-mail, and fax number, so if anyone

wanted to express concerns, issues, or problems, they could also do so by calling, writing, emailing, or faxing the applicant. The letter also provided the name and email of the City's Planner handling this case.

Neighborhood Meeting

- The neighborhood meeting was held on Monday, November 30, 2015 @ 6:00 PM to inform those in attendance of the proposed application. Only 1 person and Tabitha Perry, Assistant Planning Director, attended the meeting and they registered their attendance on the sign-in sheet (*see Appendix*). The single attendee indicated that he represented Teetsel Properties, who manages Westgate property to the south of the subject site.

- Ed Bull, on behalf of the FORE, opened the meeting with a brief review of the proposed use and proposed General Plan Amendment and Rezoning requests. Mr. Bull explained the existing General Plan land use designation, the existing zoning on the property and the nature of the requests.

- Mr. Bull explained that the requests were for the approximately ± 18 acres of the overall 158 acre Zanjero property.

- Mr. Bull further explained that the existing ***Zanjero*** PAD zoning of the property allows for a mixed-use development. He explained that Zanjero Apartments is Multi-Family residential community with lots of amenities.

- Exhibits were shown to allow the attendees the opportunity to view the elements of the proposed project. The floor was opened for questions and comments from the attendees.

- Reaction to the overall plan and requests was positive from the only individual in attendance.

The questions from the neighborhood meeting consisted of:

Questions:	**Responses:**
What is the proposed density?	It was stated that the proposed density for this project would be 18.30 du/gross acres.
Are carport and/or garage being proposed?	It was stated that both carports as well as garage stalls would be provided.
What is the unit mix?	It was explained that the unit mix would generally consist of: 175 one bedroom units,147 two bedroom units and 18 three bedroom units for a total of 340 units.
What is the request?	Two requests were filed and are being processed

	concurrently. The first request is for a Minor General Plan Amendment ("GPA"). The Minor General Plan amendment seeks to change "Corporate Commerce Center" ("CCC") land use designations to "High Density Residential" ("HDR-12-20 du/ac"). The companion rezoning request seeks to rezone the property from PAD (Planned Area Development) to PAD-Multiple Family Residential to allow the property the opportunity to develop with multi-family residential uses within the context of common circulation, landscape and design themes.
Who is the property owner?	The property owners is Zanjero Glendale LLC, Contact: Ron Winchell, 8978 Spanish Ridge Avenue Suite 100, Las Vegas, NV 89148
What is the timing of Development?	It was explained that the timing was depended on the General Plan Amendment and Rezoning approvals as well as the construction plan review and approval. It was estimated that construction could occur 6-8 months after the rezoning entitlements.
What is the schedule?	Tentatively looking to go to Planning and Zoning Commission hearing in February 2016.

- Between November 30, 2015 and today's date December 17, 2015, there have been no other no concerns, issues or problems expressed by any of the participating individuals. Since there were no concerns, issues, or problems raised by the adjacent property owners and other interested individuals, there was no need to hold a 2nd meeting to address public concerns.

- Should any adjacent property owners and/or other interested individuals raise any concern between now and the hearings, the Project Team will make every effort to address their concern in the appropriate manner, such as but not limited to personal visits, phone calls, or other acceptable means. Members of the Project Team are committed to working with the City of Glendale, surrounding neighbors, and any interested parties to ensure the compatibility and success of this application.

- This concludes the Citizen Participation Final Report for the proposed Zanjero Apartments property located at the northeast corner of Zanjero Boulevard and Cabela Drive.

APPPENDIX

EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW
Stephen C. Earl
DIRECT LINE: 602.265.0094
DIRECT FAX: 602.265.2195
E-MAIL: SEARL@ECLLAW.COM

EDWIN C. BULL
DIRECT LINE: 602.234.9913
DIRECT FAX: 602.344.7913
E-MAIL: EBULL@BCATTORNEYS.COM

November 12, 2015

RE: ***Neighborhood Meeting***
General Plan Amendment-Minor and Rezoning
Application Numbers: GPA15-02 and ZON15-07
Northeast corner of Zanjero Boulevard and Cabela Drive

Dear ***Property Owner, Interested Party*** or ***Homeowners Association***:

The purpose of this letter is to inform you that we, on behalf Fore Property Company ("FORE"), have filed a minor General Plan Amendment and Rezoning for PAD ("Planned Area Development") to allow a luxury style gated multi-family residential community on a 18 gross acre site located at the northeast corner of Zanjero Boulevard and Cabela Drive in Glendale, Arizona (See "Site" on the enclosed Aerial Photo). The subject property is located within the approved 158-acre Zanjero PAD development which was approved by the City Council in 2003. In addition to the information in this letter, we also invite you to attend our neighborhood meeting to learn more about our requests.

Two requests were filed concurrently. The first request for the Minor General Plan Amendment ("GPA") seeks to change the "Corporate Commerce Center" ("CCC") land use designation to "High Density Residential" ("HDR-12-20 du/ac"). The companion rezoning request seeks to rezone the property from PAD (Planned Area Development) to PAD-Multiple Family Residential to allow for the multi-family residential uses within the context of master planned circulation, landscape and design themes as shown on the attached Site Plan. These requests are intended to apply to the +/- 18 acre subject site.

The Neighborhood Meeting will be held on:

Monday, November 30, 2015 @ 6:00 PM
Residence Inn Phoenix Glendale Sports & Entertainment District
Grand Canyon Meeting Room
7350 N Zanjero Blvd
Glendale, AZ 85305

This proposal by FORE is to build an environmentally responsive, fully amenitized 340 unit, gated multi-family rental community to be known as ***Zanjero Apartments.*** As designed, the two-story residential buildings are placed along the Zanjero Boulevard frontage and the three-story buildings are placed internal to the property. This design concept allows for an appropriate transition in heights from Zanjero Boulevard and eliminates any canyon effect along the street frontage. It also provides for a better and more attractive streetscape. The development proposes

seven distinct 1, 2 and 3-story building types and will consist of units which range from 1-level garden flats to loft-style apartments. A clubhouse with a social area and model dwelling units adjacent to the common open space areas is proposed. The development also accommodates one, two and three bedroom units.

If you are unable to attend and review our proposal please contact Stephen Earl at (602) 265-0094 or e-mail: searl@ecllaw.com with any questions or Ric Toris at (602) 265-0094 or e-mail: rtoris@ecllaw.com at Earl, Curley and Lagarde. You may also contact Ed Bull from the Burch and Cracchiolo Law Firm who we have teamed up with on this case. Ed can be reached at (602) 234-9913 or e-mail: ebull@bcattorneys.com. The City's project coordinator is Tabitha Perry who can be reached at (623) 930-2595 or tperry@glendaleaz.com.

We hope you can join us on Monday, November 30, 2015 but, if you cannot, please contact us with any questions or comments.

Very truly yours,

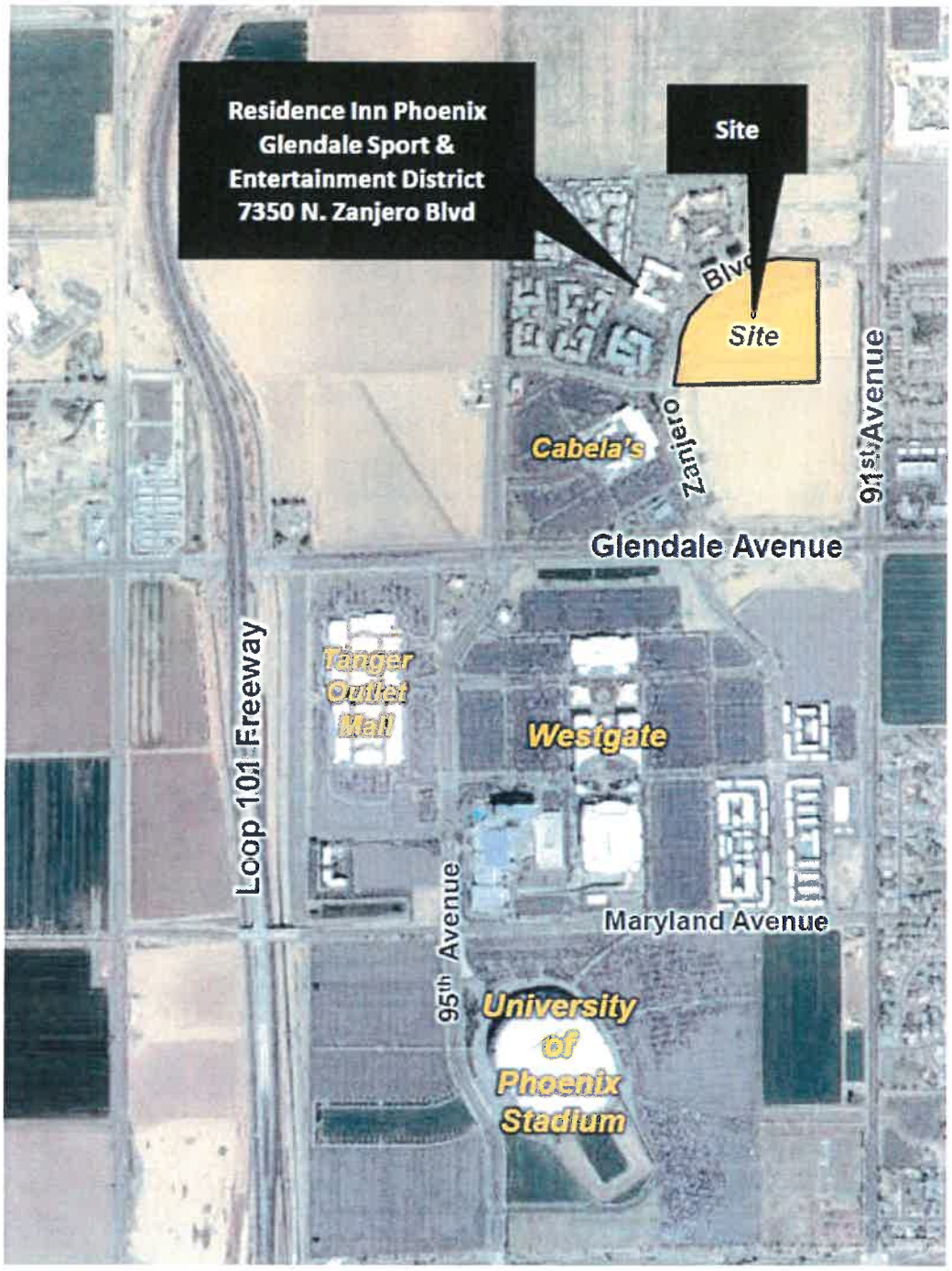
Stephen C. Earl

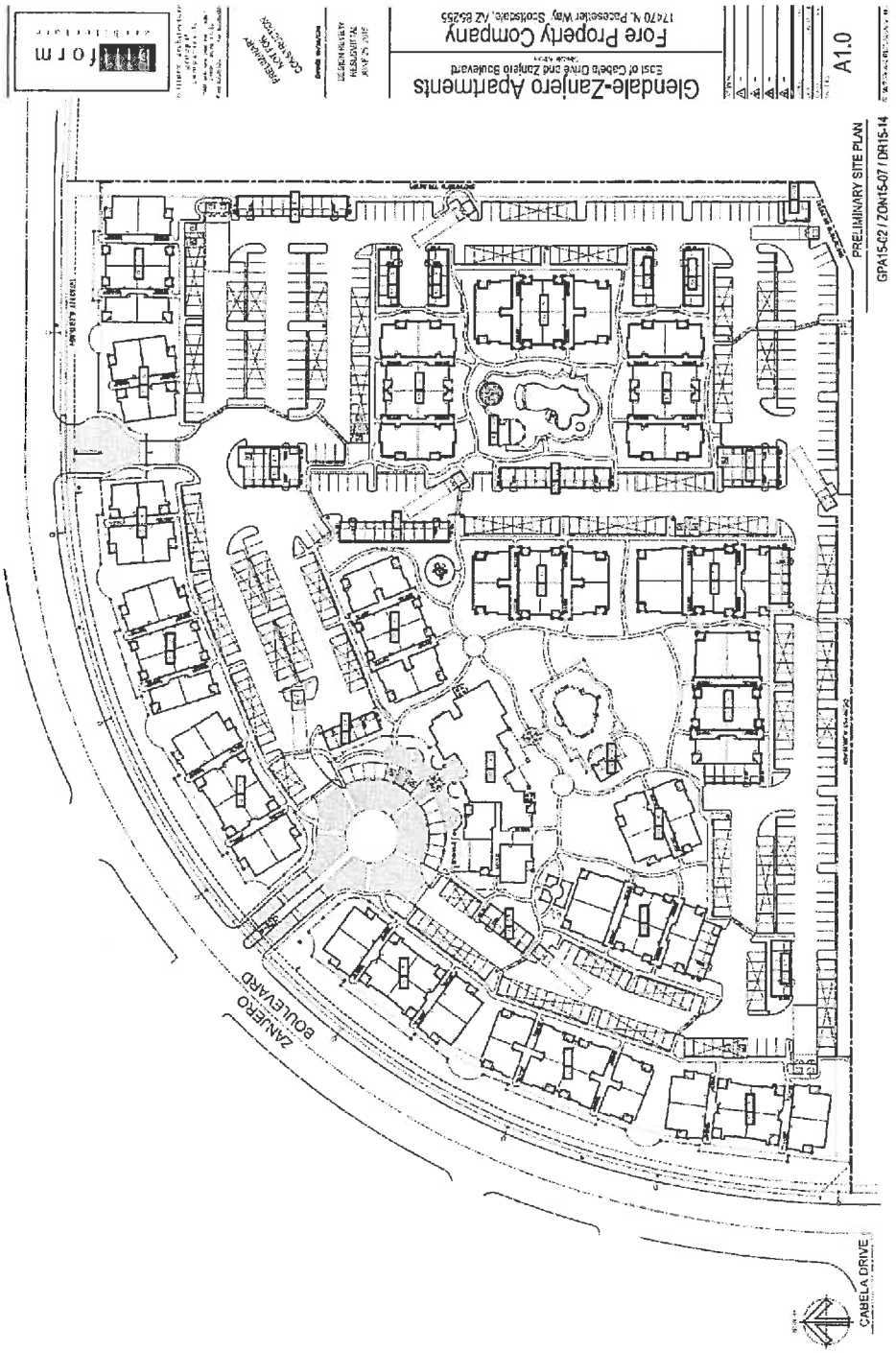
Very truly yours,

FOR Ed Bull

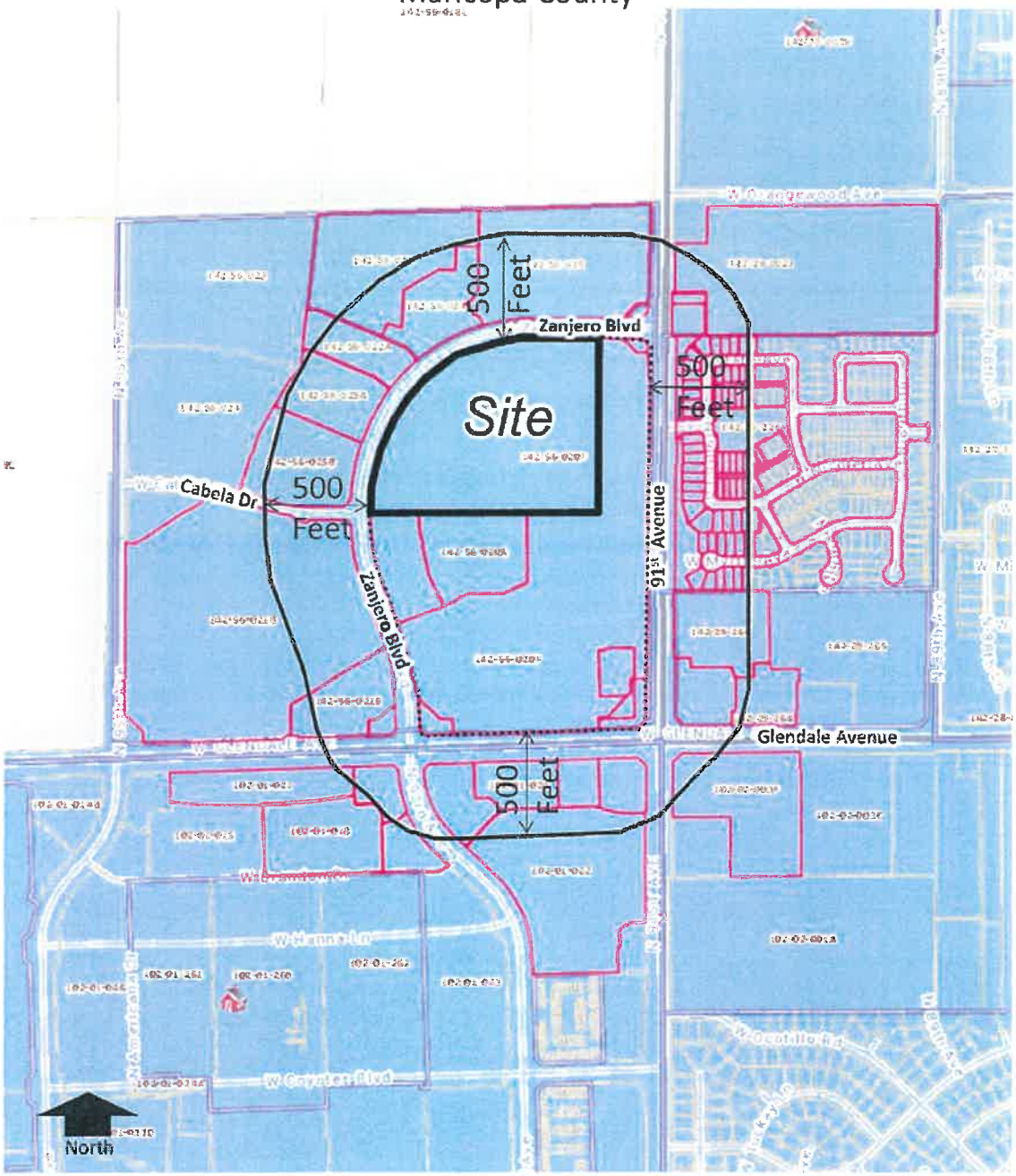
C: Tabitha Perry, City of Glendale

O:\INDEX\FORE\91st Avenue & Glendale\Docs\Neighborhood Meeting Ltr (DRAFT)_rev 11.11.2015.docx


Residence Inn Phoenix
Glendale Sport &
Entertainment District
7350 N. Zanjero Blvd
Site
Site
Cabela's
Zanjero
91st Avenue
Glendale Avenue
Tanger
Outlet
Mall
Westgate
Loop 101 Freeway
95th Avenue
Maryland Avenue
University
of
Phoenix
Stadium


Glendale-Zanjero Apartments
Fore Property Company
A1.0
PRELIMINARY SITE PLAN
GPA15-02 / ZON15-07 / DR15-14
ZANJERO BOULEVARD
CABELA DRIVE

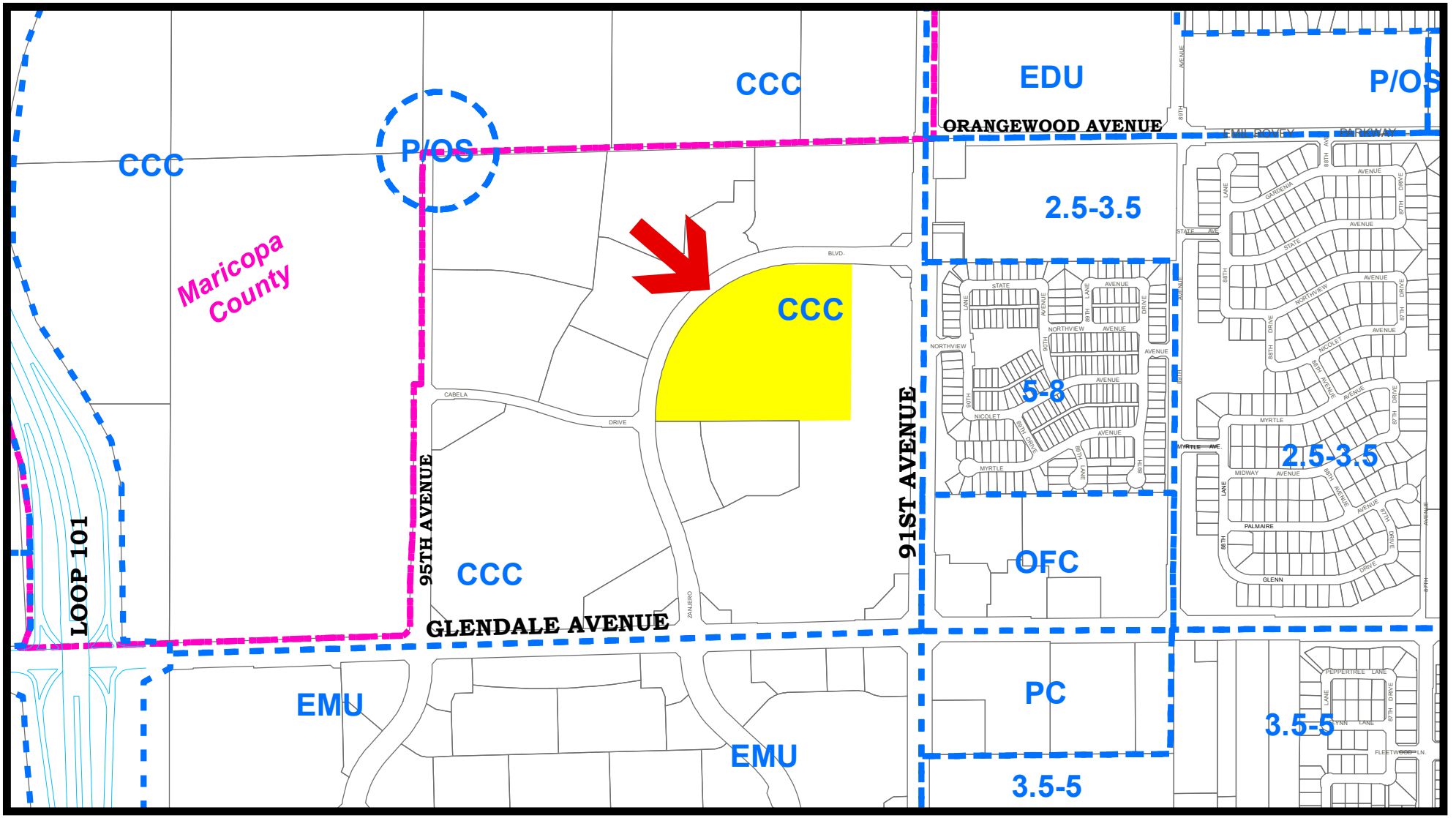
Maricopa County



Zanjero Apartments
General Plan Amendment and Rezoning (GPA15-02 and ZON15-07)
500-feet Property Ownership Map

http://maps.mcassessor.maricopa.gov/maps/Default.aspx

Date: November 12, 2015



GLENDALE AZ

CASE NUMBER

GPA15-02

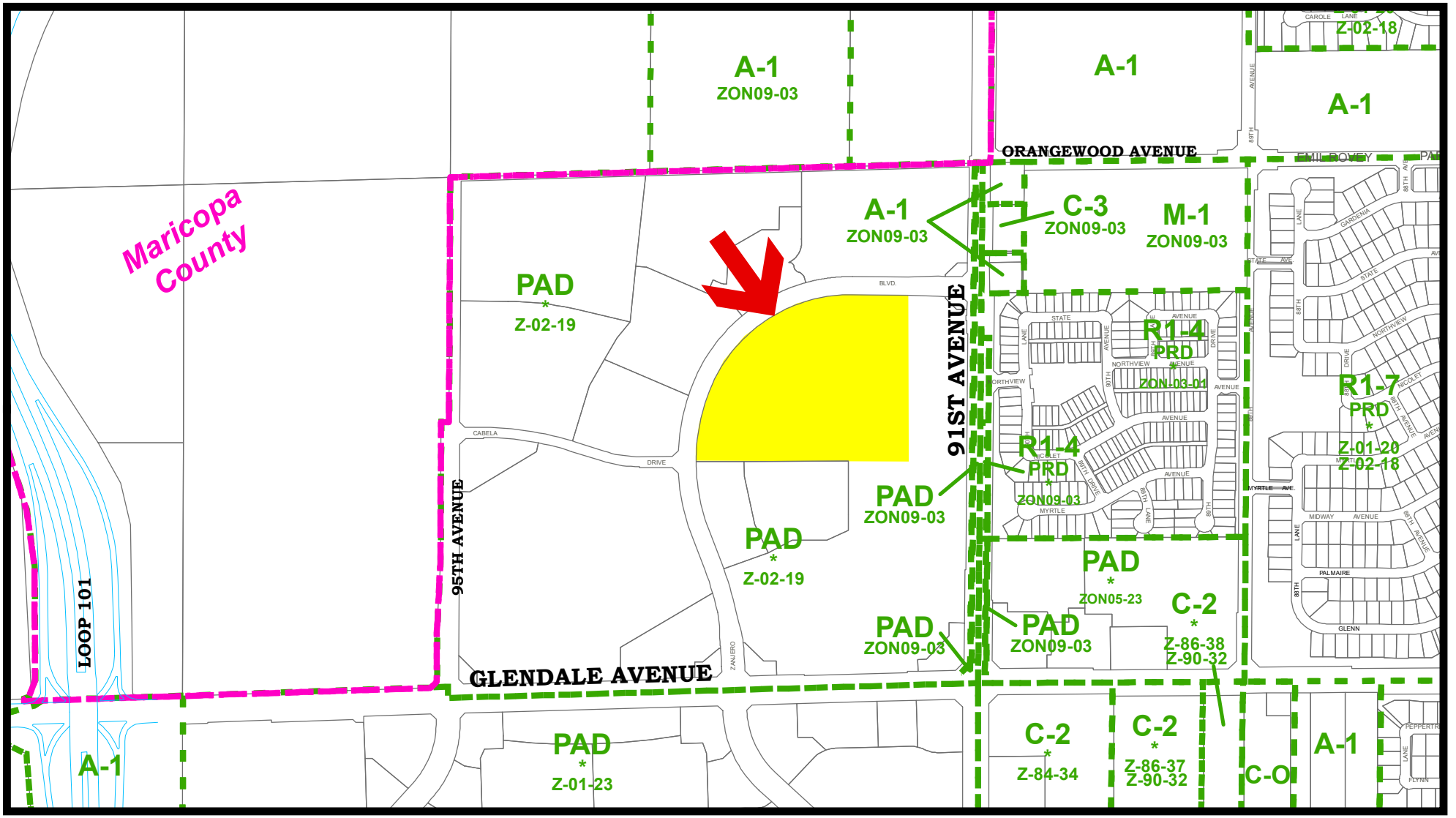
N

LOCATION

9300 W. GLENDALE AVENUE

REQUEST

AMEND THE GENERAL PLAN FROM CCC (CORPORATE COMMERCE CENTER) TO 12-20 DU/AC (HIGH DENSITY RESIDENTIAL)



GLENDALE AZ

CASE NUMBER

ZON15-07

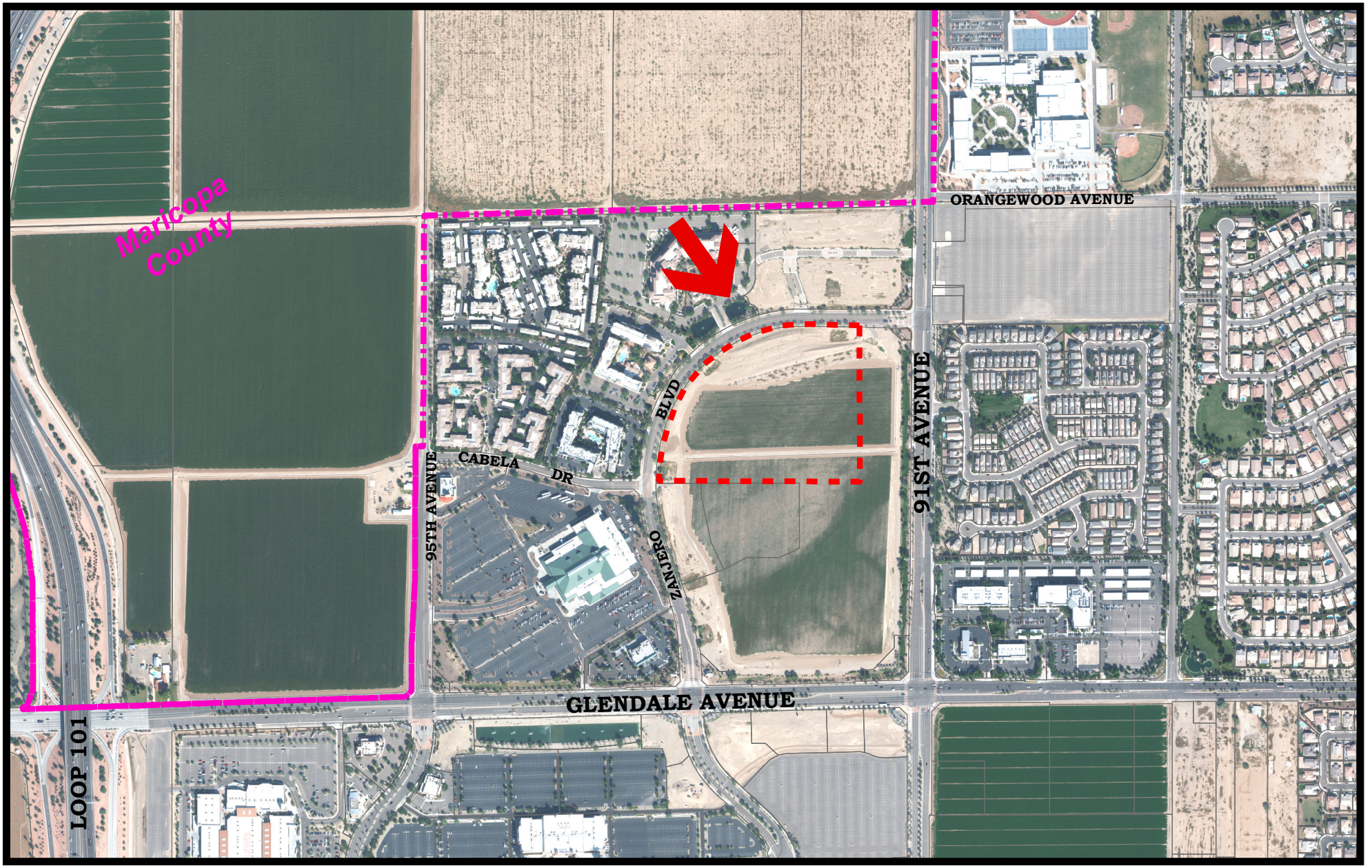
N

LOCATION

9300 W. Glendale Avenue

REQUEST

REZONE APPROXIMATELY 18 ACRES FROM PAD (PLANNED AREA DEVELOPMENT) TO PAD (PLANNED AREA DEVELOPMENT).



Aerial Date: October 2014

GLENDALE AZ

CASE NUMBER

GPA15-02
ZON15-07

N

File #: 16-147, **Version:** 1

RESOLUTION 5094 AND ORDINANCE 2986: GENERAL PLAN AMENDMENT (GPA) APPLICATION GPA13-06 (RESOLUTION) & REZONING (ZON) APPLICATION ZON13-09 (ORDINANCE): STONEHAVEN - 9050 WEST CAMELBACK ROAD (PUBLIC HEARING REQUIRED)

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

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the titles, and adopt a resolution for GPA13-06 and an ordinance for ZON13-09 subject to six stipulations. At their meeting on December 3, 2015, the Planning Commission unanimously recommended approval of StoneHaven, subject to six stipulations. Subsequent to Planning Commission staff has been working with the applicant on a number of infrastructure improvements and stipulation No. 6 has been modified as contained in the proposed ordinance.

LVA Urban Design Studio, on behalf of John F. Long Properties, LLLP, is requesting the following:

1) Amend the General Plan Land Use Map to establish a 21.94 acre shopping center site on the northeast corner of Camelback Road and 91st Avenue, eliminate a 4 acre office parcel on Camelback Road and to establish a 10.83 acre shopping center site on the southeast corner of Bethany Home Road and 91st Avenue.

2) Rezone 382.5 acres from C-2 (General Commercial), C-O (Commercial Office) and R1-8 PRD (Single Residence, Planned Residential Development) to PAD (Planned Area Development) to establish a General Development Plan for StoneHaven. Approximately 1,161 dwelling units are planned.

The site is located on the northeast corner of Camelback Road and 91st Avenue.

Background

The subject parcel is undeveloped and is currently being farmed. The property is bounded by the Bethany Home Road alignment to the north, 83rd Avenue to the east, Camelback Road to the south and 91st Avenue to the west. There is an existing elementary school to the east and an existing high school to the west. The following land uses are proposed within the PAD:

Parcel 1: Commercial (116,959 square feet of building area) on 10.83 acres.
Parcel 2: Single Family Residential (5,500 square foot lots) on 44.38 acres.
Parcel 3: Single Family Residential (7,000 square foot lots) on 37.58 acres.
Parcel 4: Single Family Residential (8,000 square foot lots) on 43.67 acres.
Parcel 5: Single Family Residential (8,000 square foot lots) on 31.19 acres.

Parcel 6: Single Family Residential (7,000 square foot lots) on 44.38 acres.
Parcel 7A: Single Family Residential (5,500 square foot lots) on 10.78 acres.
Parcel 7B: Single Family Residential (8,000 square foot lots) on 23.08 acres.
Parcel 8: Single Family Residential (5,500 square foot lots) on 23.78 acres.
Parcel 9: Single Family Residential (5,500 square foot lots) on 35.18 acres.
Parcel 10: Single Family Residential (7,000 square foot lots) on 44.38 acres.
Parcel 11: Single Family Residential (5,500 square foot lots) on 12.13 acres.
Parcel 12: Commercial (217,800 square feet of building area) on 21.94 acres.
Planned Open Space: Provided throughout the site at various locations.

Overall a range of approximately 938 to 1,313 dwelling units are contemplated in StoneHaven. The gross density is 3.04 dwelling units per acre.

Vehicular access is provided on Bethany Home Road, 83rd Avenue, Camelback Road, 87th Avenue, 91st Avenue, Colter Street and Montebello Avenue. Bethany Home Road does not exist between 83rd Avenue and 91st Avenue. Through the development of StoneHaven, the south half of Bethany Home Road will be constructed by the developer with future participation in constructing the north half of the street by the City of Glendale. Since the Grand Canal Linear Park abuts the north property line right-of-way will be acquired by the city to provide a full width street construction of Bethany Home Road in the future. When constructed as a full street, this will complete the arterial street network in this portion of the city.

A portion of 87th Avenue exists between Camelback Road and Missouri Avenue. StoneHaven will complete the west half of 87th Avenue at the time of development. Two new collector streets are planned: Colter Street and Montebello Avenue. Both of these collector streets will provide access to 91st Avenue. Both are designed to align with existing street / driveways on the west side of 91st Avenue.

Additional street improvements will be made to Camelback Road and 91st Avenue at the time of development of the commercial parcel. Perimeter landscape setbacks will be provided adjacent to the arterial and collector street network including decorative perimeter theme walls and entry features.

Water and wastewater systems will be developed to accommodate each development parcel. Provisions for stormwater retention are provided throughout the Planned Area Development (PAD). Final design will be provided at the time of Preliminary Plat approval.

StoneHaven provides design guidelines that propose design direction to ensure a cohesive and quality development for the both the residential and commercial parcels. When Design Review occurs for individual development parcels, each project will be required to comply with these design guidelines in order to create a unified and contemporary theme.

The PAD provides a list of permitted land uses that are suitable to the planned land use designations found in the general plan amendment.

StoneHaven is designed to include perimeter theme walls, landscaped entry features and planned open space that is located in a manner to welcome residents and visitors to the development. These features will create an inviting environment for pedestrian users as they walk, run and bicycle throughout the neighborhood. All

of these features will be owned and maintained by a homeowners association.

All relevant City of Glendale standards concerning drainage and utilities will apply. The City of Glendale will provide police and fire protection and sanitation collection to the residential properties and may provide sanitation collection to the commercial properties.

Analysis

The proposed General Plan designations are appropriate for this site and the proposed development plan for StoneHaven. The two Planned Commercial sites will provide future shopping and dining opportunities for this area.

The PAD zoning district is the most appropriate zoning district for implementing the proposed General Plan land use designations and developing a mixed-use project. The development plan will create a project unified by land use, architecture, landscaping, signage, and lighting with complementary land uses.

Community Benefit/Public Involvement

The applicant held two neighborhood meetings. The first meeting was held on November 25, 2013. Notification letters were sent to 542 property owners and interested parties. Approximately 63 people were in attendance along with the applicant and City staff. Questions and concerns comprised of existing and future traffic volumes, lot size and density and the overall quality of the project.

A second neighborhood meeting was held on April 16, 2014. Approximately 45 people were in attendance along with the applicant, City staff and Councilmember Chavira. The neighborhood was generally in support of the project.

Since then Planning Staff has received three telephone calls from nearby residents who were inquiring about various details of the proposal. Staff also received a letter from a nearby property owner indicating multiple concerns regarding the efficacy of the applications and encouraged that these requests be denied. The applicant's Citizen Participation Final Report is attached.

A Notice of Public Hearing was published in *The Glendale Star* on March 24, 2016. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on March 18, 2016. The property was posted by the applicant on March 25, 2016.

RESOLUTION NO. 5094 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA13-06 FOR PROPERTY LOCATED AT 9050 WEST CAMELBACK ROAD.

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

SECTION 1. That the General Plan Map of the City of Glendale, Arizona, is amended by approved General Plan Amendment GPA13-06, amending the General Plan Land Use Map with respect to the northeast corner of Camelback Road and 91st Avenue from Medium Density Residential (2.5-3.5 dwelling units per acre) to Planned Commercial (PC), and amending from Planned Commercial (PC) to Medium Density Residential (2.5-3.5 dwelling units per acre); the request also amends the southeast corner of Bethany Home Road and 91st Avenue from Medium Density Residential (2.5-3.5 dwelling units per acre) to Planned Commercial (PC) for property located at 9050 West Camelback Road.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

r_plan_gpa13-06.doc

ORDINANCE NO. 2986 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 9050 WEST CAMELBACK ROAD FROM R1-8 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT), C-2 (GENERAL COMMERCIAL), AND C-O (COMMERCIAL OFFICE) TO PAD (PLANNED AREA DEVELOPMENT); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on December 3, 2015 in zoning case ZON13-09 in the manner prescribed by law for the purpose of rezoning property located at 9050 West Camelback Road from R1-8 PRD (Single Residence, Planned Residential Development), C-2 (General Commercial), and C-O (Commercial Office) to PAD (Planned Area Development); and

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on March 24, 2016; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as described above and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as described above.

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

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 9050 West Camelback Road and more accurately described in Exhibit A to this ordinance, is conditionally rezoned from R1-8 PRD (Single Residence, Planned Residential Development), C-2 (General Commercial), and C-O (Commercial Office) to PAD (Planned Area Development).

SECTION 2. That the rezoning is conditioned and subject to the following:

1. Development shall be in substantial conformance with the PAD document, dated February 2016. Less intensive development may be deemed substantially conforming by the Planning Director, subject to Preliminary Plat and Design Review approval.

2. Right-of-way dedications and off-street improvements shall be completed in conjunction with Final Plat and Design Review approval.

3. There shall be a 30 foot landscaped triangle provided on the corner of Camelback Road and 91st Avenue and on the corner of Bethany Home Road and 91st Avenue.

4. Street improvements adjacent to and vehicular access to 91st Avenue to the existing substation shall be provided by the applicant to SRP at no cost.

5. As proposed by the applicant, billboards and digital billboards shall not be permitted in StoneHaven.

6. Construction of Camelback Road roadway improvements adjacent to the Planned Commercial parcel shall be designed so that the 69kv power poles shall not split the westbound through lane from the right turn lane, and that the relocated 69kv poles shall be relocated at the ultimate buildout location. It is estimated that 2 to 4 poles may need to be relocated.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

January 28, 2004
Job No. 000403
Rev. August 21, 2013

Legal Description
For
Stonehaven

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the Southwest corner of Section 15, thence North 00 degrees 00 minutes 41 seconds West, along the West line of the Southwest quarter of Section 15, a distance of 2388.59 feet;

Thence North 89 degrees 47 minutes 02 seconds East, 241.88 feet;

Thence North 00 degrees 00 minutes 26 seconds West, 208.70 feet;

Thence South 89 degrees 47 minutes 02 seconds West, 241.90 feet to a point on the West line of said Southwest quarter of Section 15;

Thence North 00 degrees 00 minutes 41 seconds West, along said West line of the Southwest quarter of Section 15, a distance of 45.00 feet to the Northwest corner of said Southwest quarter (West quarter corner of Section 15);

Thence North, along the West line of the Northwest quarter, 2641.41 feet to the Northwest corner of said Section 15;

Thence North 89 degrees 47 minutes 29 seconds East, along the North line of said Northwest quarter, 2023.32 feet to a point, from which the North quarter corner of Section 15, bears North 89 degrees 47 minutes 29 seconds East, 625.91 feet;

Thence South 00 degrees 12 minutes 31 seconds East, perpendicular to said North line of the Northwest quarter of Section 15, 34.03 feet;

Thence South 34 degrees 19 minutes 08 seconds East, 585.60 feet;

Thence North 89 degrees 44 minutes 50 seconds East, 296.32 feet to a point on the North-South mid-section line, from which the center of Section 15 bears South 00 degrees 04 minutes 37 seconds East, 2122.39 feet;

Thence continuing North 89 degrees 44 minutes 50 seconds East, 513.69 feet;

Thence North 51 degrees 50 minutes 14 seconds East, 406.89 feet;

Thence North 89 degrees 44 minutes 50 seconds East, 1815.08 feet to a point on the East line of the Northeast quarter of Section 15, from which the Northeast corner of Section 15, bears North 00 degrees 01 minutes 56 seconds West, 266.61 feet;

Thence South 00 degrees 01 minutes 56 seconds East, along said East line of the Northeast quarter, 1053.77 feet to the Northeast corner of Missouri Ranch, a subdivision, recorded in Book 582 of Maps, Page 33 of Official Records;

Thence South 89 degrees 47 minutes 09 seconds West, along the North line of said subdivision, 1324.16 feet to the Northwest corner thereof;

Thence South 00 degrees 03 minutes 14 seconds East, along the West line of said subdivision, 710.26 feet to the Northeast corner of that certain parcel described in Special Warranty Deed recorded as Document No. 02-0992583;

Thence South 89 degrees 46 minutes 57 seconds West, coincident with and the prolongation of the North line of said certain parcel, 1323.75 feet to a point on the North-South mid-section line of Section 15, from which the center of Section 15 bears South 00 degrees 04 minutes 37 seconds East, 610.08 feet;

Thence continuing South 89 degrees 46 minutes 57 seconds West, 83.86 feet to a point on the arc of a non-tangent curve concave Easterly, whose radius point bears South 82 degrees 32 minutes 24 seconds East, 500.00 feet;

Thence Southerly along the arc of said curve, through a central angle of 07 degrees 32 minutes 14 seconds and an arc length of 65.77 feet;

Thence South 00 degrees 04 minutes 37 seconds East, parallel to said North-South mid-section line, 420.66 feet to the beginning of a curve to the left, having a radius of 500.00 feet;

Thence Southerly along the arc of said curve to the left, through a central angle of 11 degrees 49 minutes 13 seconds and an arc length of 103.15 feet;

Thence South 11 degrees 53 minutes 50 seconds East, 21.84 feet to a point on the East-West mid-section line, from which the center of Section 15 bears North 89 degrees 47 minutes 02 seconds East, 73.11 feet;

Thence continuing South 11 degrees 53 minutes 50 seconds East, 356.89 feet to a point on the North-South mid-section line and a point on the periphery of Camelback Park, a subdivision, recorded in Book 313 of Maps, Page 41 of Official Records, from which the center of Section 15 bears North 00 degrees 04 minutes 37 seconds West, 349.50 feet;

Thence continuing along the periphery of said subdivision the following seven courses,

South 11 degrees 53 minutes 50 seconds East, 371.61 feet to the beginning of a curve to the right having a radius of 802.49 feet;

Thence Southerly along the arc of last said curve through a central angle of 29 degrees 45 minutes 33 seconds and an arc length of 416.81 feet;

Thence South 17 degrees 51 minutes 43 seconds West, 355.71 feet to the beginning of a curve to the left having a radius of 768.15 feet;

Thence Southerly along the arc of last said curve through a central angle of 29 degrees 11 minutes 16 seconds and an arc length of 391.31 feet;

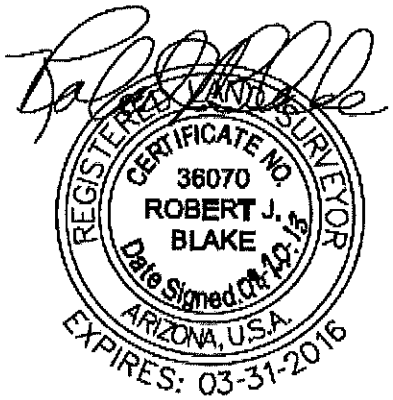
Thence South 11 degrees 19 minutes 33 seconds East, 300.00 feet to the beginning of a curve to the right, having a radius of 1015.43 feet;

Thence Southerly along the arc of last said curve through a central angle of 11 degrees 14 minutes 56 seconds and an arc length of 199.36 feet to a point on the North-South mid-section line;

Thence South 00 degrees 04 minutes 37 seconds East, along said North-South mid-section line, 300.00 feet to the South quarter corner of Section 15;

Thence South 89 degrees 46 minutes 36 seconds West, along the South line of said Southwest quarter, 2655.81 feet to the Southwest corner of Section 15 and the **Point of Beginning.**

Note: The above described parcel contains 17,214,249 square feet or 395.1848 acres, more or less.



STONEHAVEN GROSS
17,314,240 sq.ft.
397.1848 acres

CITIZEN PARTICIPATION FINAL REPORT
for

STONEHAVEN

9050 West Camelback Road
Approximately 383 acres located at the northeast corner of
91st Avenue and Camelback Road

Glendale, Arizona

General Plan Amendment & Rezoning Requests
Application Numbers: GPA13-06 and ZON13-09

Owner
John F. Long Properties LLLP
Contact: Jake Long and Jim Miller
5035 West Camelback Road
Phoenix, Arizona 85030

Attorney
Earl, Curley & Lagarde P.C.
Contact: Michael J. Curley
3101 North Central Avenue, Suite 1000
Phoenix, Arizona 85012

Prepared by:
EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

2014

Prepared:
April 17, 2014

CITIZEN PARTICIPATION FINAL REPORT
STONEHAVEN

General Plan Amendment & Rezoning Requests
Application Numbers: GPA13-06 and ZON13-09

PROJECT DESCRIPTION

The ***StoneHaven*** property is approximately 383 acres and generally lies between Bethany Home Road alignment on the north, Camelback Road on the south, 91st Avenue on the west and 83rd Avenue on the east. The subject property has been under agricultural production for nearly a century and has been under the ownership of John F. Long and under the management of John F. Long Properties for decades.

A General Plan Amendment and Rezoning application are being filed concurrently. The ***StoneHaven*** property is currently zoned R1-8 PRD, C-2 and C-O. The Zoning Application seeks to rezone the subject property to PAD ("Planned Area Development") Zoning to allow a master planned residential and commercial development. ***StoneHaven*** will provide for a broad range of single family housing types of various lot sizes, densities and product types.

The following actions are requested of the Glendale *City Council* in association with the ***StoneHaven*** Planned Community *Applications*:

- A Resolution approving the minor amendment to the Land Use Element of the *General Plan* to permit additional commercial services intended to support the purchasing power of the new resident population and surrounding area;
- An ordinance approving the amended base zoning districts for ***StoneHaven*** as supported by the Master Development Plan and Land Use Program;
- An ordinance approving a Development Agreement as necessary to address an agreement affiliated with the alignment, right-of-way and improvement to Bethany Home Road between 83rd Avenue and 91st Avenue.

OVERVIEW OF ELEMENTS OF CITIZEN NOTIFICATION

The Citizen Participation Final Report was prepared in accordance with the City of Glendale Citizen Participation Ordinance (CPO). As prepared, the Final Report meets the City's CPO requirements and the recommended notification area as identified by the Planning Department. In accordance with requirements of the CPO, the following process was completed:

- A Neighborhood Meeting was deemed to be the most appropriate notification technique to inform the adjacent property owners/residents and/or interested parties of the request.

- On November 7, 2013, Earl, Curley & Lagarde P.C. mailed the required Neighborhood Meeting invitation letter. There were a total of 542 letters mailed to: all property owners within 500-feet of the subject site (as provided by the Maricopa County Assessor data base), Glendale Homeowners Associations and Registered Neighborhood Groups (as provided by the Planning Department), interested parties (as provided by the Planning Department), the Mayor's office, the City Council's office, and the Planning Department, to advise them of the proposed General Plan Amendment and Rezoning applications and to notify them of the neighborhood meeting to discuss the applications.

- The list of adjacent property owners, Glendale Homeowners Associations and Registered Neighborhood Groups, interested parties, the Mayor's office, the City Council office, and the Planning Department, along with assessor's map showing which property owners were notified is provided (*see Appendix*).

- The letter invited residents to attend a neighborhood meeting at Desert Mirage Elementary School-Cafeteria, 8605 W. Maryland Avenue, Glendale, AZ on Monday, November 25, 2013 @ 6:00 PM. The letter provided a brief explanation of the proposed applications and explained the purpose of the meeting and included an aerial exhibit showing the location of the property, and the General Development Plan.

- The neighborhood meeting letter also included the applicant's contact information, such as address, phone, e-mail, and fax number, so if anyone wanted to express concerns, issues, or problems, they could also do so by calling, writing, emailing, or faxing the applicant.

- A Follow-Up/2nd Neighborhood Meeting was held to inform those property owners/interested parties who attended the 1st Neighborhood meeting of the revisions and updates since the 1st Neighborhood meeting.

- On April 4, 2014, Earl, Curley & Lagarde P.C. mailed a Follow-Up/2nd Neighborhood Meeting invitation letter. There were a total of 65 letters mailed to all those who attend the 1st Neighborhood Meeting and the Planning Department to notify them of the Follow-Up/2nd Neighborhood meeting to discuss the revisions and update since the 1st Meeting.

- The Follow-Up/2nd Neighborhood Meeting was held on April 16, 2014, at Sunset Ridge Elementary School-Cafeteria, 8490 W. Missouri Avenue, Glendale, Az.

1st Neighborhood Meeting

- The 1st neighborhood meeting was held on Monday, November 25, 2013 @ 6:00 PM to inform those in attendance of the proposed applications. 63 people, Karen Stovall, Planner and Jon Froke, Planning Director, attended the meeting. See Appendix, 1st Neighborhood Meeting sign-in sheets.

- Once the residents noted above arrived, Mr. Jim Miller, on behalf of the property owner, opened the meeting with a brief review of both the proposed General Plan Amendment and PAD rezoning requests. Mr. Miller explained the existing General Plan land use designation and the nature of the existing zoning on the property. Mr. Miller's presentation then proceeded with a zoning history of the area, surrounding uses and surrounding zoning approvals.

- Mr. Miller explained that the General Plan Amendment and rezoning requests were for the approximately 383 acres located at the northeast corner of 91st Avenue and Camelback Road.

- Mr. Miller further explained that the rezoning of the property from the current R1-8, C-2 and C-O to Planned Area Development (PAD) was to allow for the development of a mixed-use residential and commercial development which implements the greater vision of the City of Glendale's vision for development in this area of the City. He explained that ***StoneHaven*** will provide for a broad range of single family housing types of various lot sizes, densities and product types as well as a Multi-Family and Commercial component in the project.

- Additionally, Mr. Miller explained the primary ingress and egress points within ***StoneHaven*** and the internal collector road system.

- Exhibits were shown to allow the attendees the opportunity to view the elements of the proposed project. The floor was opened for question and comments from the attendees.

The questions from the 1st neighborhood meeting consisted of:

Q: What do we think will happen to home values in the area?
Response: We believe that this development will help improve the home values in the area. This proposal is for a master planned community with a broad range of single family housing types of various lot sizes, densities and product types as well as a Multi-Family and Commercial component. We believe this community provides another housing option for new residents to this area of the City.

Q: What type of Commercial is being proposed?
Response: There are 2 commercial parcels proposed with this development. It is expected that these parcels will developed as neighborhood shopping center in compliance with the C-2 zoning district list of uses.

C: Neighbor expressed concern with high-density development and duplexes. He believes high-density development and duplexes will reduce the property values in the area.

C: Neighbor expressed concern with existing infrastructure and whether existing infrastructure could handle the new proposed subdivision, MF and commercial.

C: Neighbor expressed concern about the schools. Neighbor believes the schools are over crowed.

C: Neighbor expressed that "Higher density brings crime with low income homes".

Q: Will there be a perimeter wall for the project? What will it look like?
Response: Yes, however, the perimeter wall has not been designed at this point of the process.

Q: Will houses face inward from perimeter streets?
Response: Yes.

Q: What Fulton Homes community is/would be similar to this proposed development?
Response: Ironwood Crossing in the East Valley is similar but this project will create its own identity.

Q: What type of development is proposed for the "cluster lots" parcel? Is there an example of this type of development?
Response: Cluster lots are one type of homes that could be built on this parcel. It could also be developed as garden courts, Z-Lots, 6-pack or 4-pack type or other similar type. An example of this type of development would be City of Surprise - Royal Ranch Z Lots.

Q: Who's going to be the builder for the apartment complex?
Response: There is no developer for the Multi-Family parcel at this time.

Q: How can the neighbors know or get a guarantee of what type of development will be developed on the apartment site?
Response: The City's Zoning Ordinance and Design Review process govern the design of the Multi-family parcel.

Q: What guarantee is there that the apartment site will be a high-quality apartment site? And not Section 8 housing.
Response: The City's Zoning Ordinance and Design Review process govern the design of the Multi-family parcel.

C: We've (neighbors) heard "quality quality quality" before from other developers and they continually develop something less than what they promised. Neighbors are concerned with bait and switch.
Response: The City's Zoning Ordinance and Design Review process govern the design of the Multi-family parcel.

C: Would like to see:

- **Curves or offsets in the perimeter walls.**
- **Upgraded wall – not plain gray wall for graffiti.**
- **Possibility of stone or other quality finishes to enhance walls.**
- **Upgraded landscaping along the perimeter.**

C: Would like this to be a jewel-something that is very attractive to the area.

Q: Traffic is already too high in the area especially on event days. What are the plans to keep event traffic from cutting into subdivision? What are the plans to get people in and out of the subdivision during event days? The traffic already keeps homeowner's from going out on event days-they are locked in.
Response: We believe the street layout discourages cut-thru traffic on this site.

C: This area will not attract a Mark-Taylor type development. M-T told him that M-T does not have plans for developments in this part of the valley until at least until 2015. Therefore, neighbor expressed that the MF site will only get a low-end user not a high-end developer.

Q: Will the exhibits shown at the neighborhood meeting be available online so people can view them further if they wish?
Response: Yes.

Q: If the City felt this was a go – what is the timing for development and construction?
Response: 6 months to 1 year.

Q: Will we be putting Bethany Home Road in?
Response: This development is responsible for the southern half of Bethany Home Road. The land owner is working with the City to determine timing and improvements for Bethany Home Road.

Q: Will Bethany Home Road run adjacent to the linear park/canal?
Response: Yes except for when it needs to go south around the sub-station.

Q: What are the plans for traffic coming out on to 91st Avenue during event days?
Response: We will discuss with the City.

C: Neighbor recommends looking at adjacent roads to address traffic for the surrounding area. Traffic is a mess during event days.

C: Mr. Nicholls asked if neighbors wanted Bethany Home Road to be built. It was pretty evenly split on who wanted it and who didn't want it.

Q: How many exits are proposed on 91st Avenue? How many exits are proposed on Bethany Home Road? How many exits on Camelback Road? How many exits on 83rd Avenue?
Response: There are 2 street connections (Montebello Avenue & Colter Street) onto 91st Avenue, 1 street connection (87th Avenue) onto Bethany Home Road, and 1 street connection (87th Avenue) onto Camelback Road.

Q: What are the size homes and lots adjacent to 83rd Avenue?
Response: The sizes of the homes have not been determined at this point in time. However, the lot sizes in this community range from 3,000 square feet to 8,750 square feet and higher.

C: Neighbor does not want 83rd Avenue to be the backdoor of the development.

Q: What are the home price ranges?
Response: The home price ranges has not been determined at this point in time.

C: Tom Traw –

- **Need to stick to the Gen Plan plan for this area.**
- **The zoning is R1-8 and should be developed as R1-8.**
- **Are any of the lots proposed as ½ acre lots?**
- **Will any lots be irrigated lots?**
- **Tom has no problem with the commercial but suggests larger lots.**

C: Neighbor expressed why is the City selling themselves short when Westgate is supposed to be the jewel of this area?

Q: Are we proposing any street improvements to Camelback Road?
Response: Yes, the northern half of Camelback Road adjacent to this development will be improved as part of this development.

Q: What are we doing to address employment?
Response: This proposal is primarily a residential community with 2 commercial parcels. Employment will be provided as part of the commercial properties and users. It should be noted that many of the approved mixed-use master plans adjacent to the freeway corridor are designed with employment land uses. Be believe that this development provides housing near those employment areas.

Q: Are we providing any means of alternative transportation from our site to the employment area (Loop 101 corridor)?
Response: Sidewalks will be provided along 91st Avenue, Camelback Road, Bethany Home Road and 87th Avenue. These sidewalks will connect to existing sidewalks which will provide north/south and east /west pedestrian circulation along the City's arterial roadway system.

The following comments were made by Joyce Clark.

- **She disagrees that Zoning will guarantee quality development.**
- **She is not supportive of multi-family.**
- **She stated that she worked with David McGuire to design Rovey. Farms and that they created large lots with varied lot sizes.**
- **She said she's not opposed to commercial.**
- **She would like to see a stipulation that does not permit gas stations on 91st Avenue.**

Q: Can elementary school handle the additional students?
Response: Yes.

Q: Can the high school handle additional students?
Response: Yes.

Q: Will there be a dedication of a fire station?
Response: No.

C: Neighborhood comment – considering Glendale's financial problems, i.e. – fire, he believes another community will add negatively to the existing problem.

Follow-Up/2nd Neighborhood Meeting

- The Follow-Up/2nd Neighborhood Meeting was held on Wednesday, April 16, 2014 @ 6:00 PM to inform those in attendance of the proposed revisions and updates to the applications. 45 people, Jon Froke, Planning Director, and Councilmember Sammy Chavira attended the meeting. See Appendix, Follow-Up/2nd Neighborhood Meeting sign-in sheets.

- Once the residents noted above arrived, Mr. Jim Miller, on behalf of the property owners, opened the meeting with a brief review of both the proposed General Plan Amendment and PAD rezoning requests. Mr. Miller explained the global changes that were done since the 1st neighborhood meeting which included discussion on Bethany Home Road construction and removal of the Multi-Family component. Mr. Miller then handed the floor to Alan Beaudoin, the Land Planner for the project. Mr. Beaudoin proceeded with a more detailed description of all the changes that were made to the development plan since the 1st Neighborhood Meeting. Those changes included revisions to the collector roadway system, the residential lotting plans, representation of house product, phasing of the development, Bethany Home Road, collector/entry roadway designs, communities design concept, and the project's amenities.

- Next Mr. Norm Nicholls, President Fulton Homes Corporation, gave a presentation on the proposed house product and design theme. Mr. Nicholls

explained the 3-different product types proposed for this development, the house product sizes, estimated price ranges, amenities, the gated community parcel, and primary ingress and egress points within ***StoneHaven*** and the internal collector road system.

- Exhibits were shown to allow the attendees the opportunity to view the elements of the proposed General Plan Amendment, Rezoning, overall site layout, house product and amenities for the project. The floor was opened for question and comments from the attendees.

The questions from the Follow-Up/2nd neighborhood meeting consisted of:

C: A property owner said "Thank you for listening to us and our concerns. You have done everything we've asked for." Many of those in attendance agree with this neighbor's comment.

Q: Will there be a traffic signal at 87th Avenue and Bethany Home Road intersection?
Response: A traffic signal needs to be warranted by the City and/or traffic volume. If the City and Traffic warrants a traffic signal at this location a signal will be installed.

Q: A neighbor had a concern with pedestrians crossing Bethany Home Road at the 87th Avenue alignment to get to the City's trail/Grand canal trail system.
Response: We believe a traffic signal at this location makes sense but a traffic signal at this location needs to be warranted. We are willing to install/fund our proportional share of a traffic signal at this location if the City and traffic volumes warrant a traffic signal.

Q: Can we elaborate on the perimeter wall treatment? What will it look like?
Response: Mr. Nicholls explained how the perimeter walls were designed and placed to follow the residential lots. The lotting plan for this development is such that there are short spans of homes backing onto the perimeter streets. The perimeter design includes roadways, varied depth open space areas, curved streets, and limits the amount of homes next to each other. This unique perimeter design reduces the traditional long perimeter wall spans and creates a unique streetscape. It also creates more visual interest and less perimeter block wall.

Q: Will the perimeter wall be block?
Response: Yes along the houses.

Q: Will this be a gated community?
Response: There is a gated community proposed however, the overall community will not be gated.

Q: Can the Well-site fence be screened?
Response: Yes. Fulton Homes will insist on a perimeter screen wall to the well site that will match the wall design of the perimeter wall along 91st Avenue.

Q: What are the sizes and price ranges of the homes?
Response: There are 3 product types.
Series 1 house product type generally ranges in size between 1,450 to 3,355 square feet and are estimated to sell for in the range of $250,000-$275,000.
Series 2 house product type generally ranges in size between 2,010 to 4,312 square feet and are estimated to sell for in the range of $300,000-$325,000.
Series 3 house product type generally ranges in size between 2,500 to 5,000 square feet and are estimated to sell for in the range of $375,000-$450,000

Q: How do we expect sell our house product at the price range suggested when there are existing homes in the area selling for less.
Response: We are providing a residential master planned community with a high quality design, different floor plans, and a community with a lot of amenities such as an aquatic center.

Q: Will the gated community parcel include R.V. gates and/or allow parking R.V. parking?
Response: R.V. gates are an option. However, any R.V. parked in the side or rear yard must not be seen or taller than the side yard wall.

Q: What type of commercial development is planned for the commercial parcels?
Response: The northernmost commercial parcel is intended to have cluster of neighborhood uses which may include restaurants and or personal services. The commercial parcel along Camelback Road is designed to promote the development of a grocery store and related commercial uses.

Q: Will Fulton Homes be the only builder? Will Fulton Homes build in phases?
Response: Yes, Fulton Homes will be the master developer for the residential development. Yes, Fulton Homes plans to develop the site in three phases. Each phase of the development will include all 3-house product types.

Q: Will large house product include 2-story homes?
Response: Yes.

Q: Will basements be an option?
Response: No.

The majority of the people said this was a great meeting and were very pleased with the changes made. They were happy that the Multi-Family component was removed. The majority of the people in attendance were supportive of the requests.

There have been no additional concerns, issues or problems expressed by any of the participating individuals after the Follow-Up/2nd Neighborhood meeting.

Should any adjacent property owners and/or other interested individuals raise any concern between now and the General Plan Amendment and Rezoning hearing dates, the Project Team will make every effort to address their concern in the appropriate manner, such as but not limited to personal visits, phone calls, or other acceptable means. Members of the Project Team are committed to working with the City of Glendale, surrounding neighbors, and any interested parties to ensure the compatibility and success of these applications.

This concludes the Citizen Participation Final Report for the ***StoneHaven*** General Plan Amendment and Rezoning applications.

Appendix

500-Feet Property Ownership Map
Mailing List
1st Neighborhood Meeting letter.
2nd Neighborhood Meeting letter.
1st Neighborhood Meeting sign-in sheets.
2nd Neighborhood Meeting sign-in sheets.

500-Feet Property Ownership Map

STONEHAVEN

PLANNED AREA DEVELOPMENT

APPENDIX C

PROCESS NOTIFICATION MAP

NORTH

NOT TO SCALE

PRELIMINARY - NOT FOR CONSTRUCTION

Date: 09/16/13

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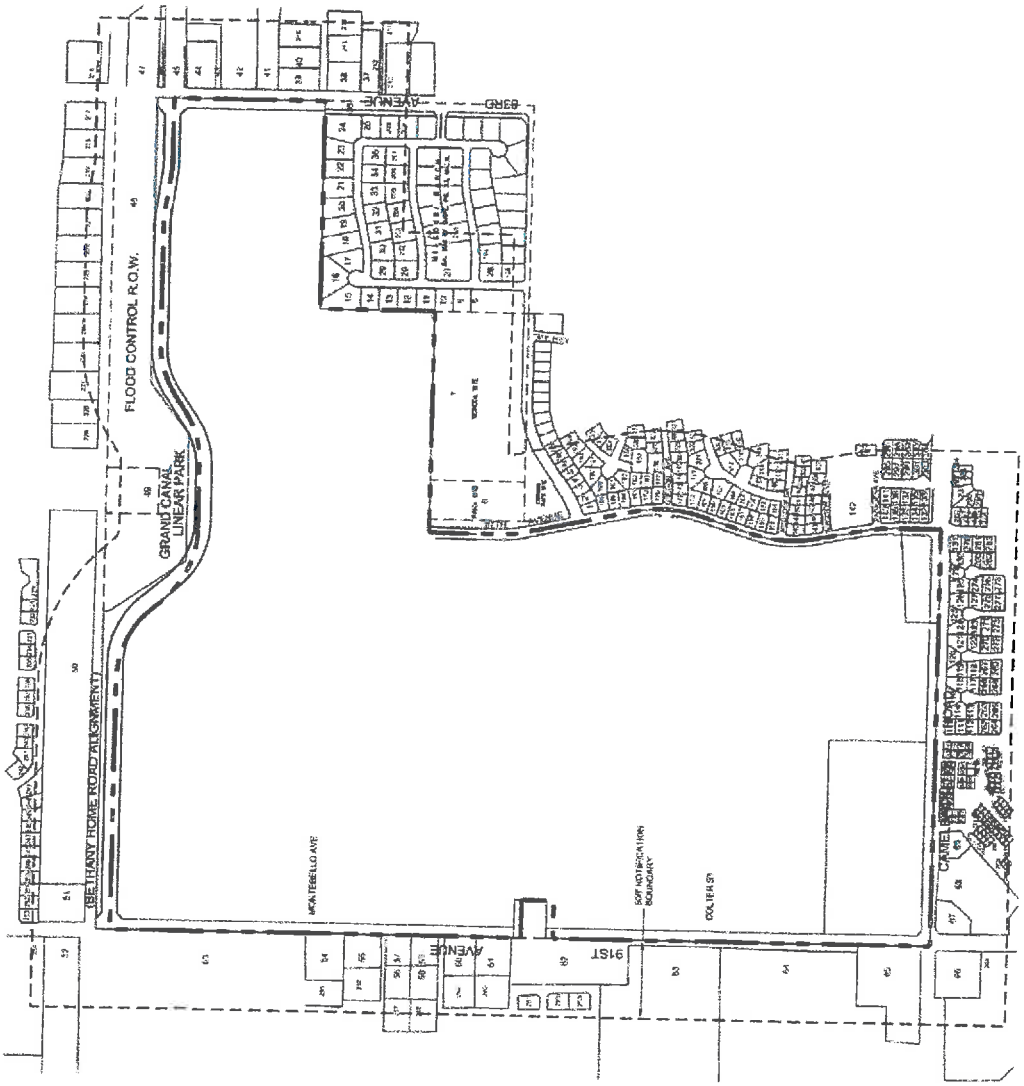
Project No. 1317

lva urban design studio
land planning • landscape architecture
120 south ash avenue • tempe, arizona 85281 • phone: 480.994.9994



1st Neighborhood Meeting letter.

EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Telephone (602) 265-0094
Fax (602) 265-2195
www.eclluw.com

3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

November 7, 2013

RE: ***Minor General Plan Amendment (GPA13-06) and Rezoning (ZON13-09) Applications Northeast corner of 91st Avenue & Camelback Road (Address: 9050 W. Camelback Rd) Neighborhood Meeting***

Dear Neighbor:

This letter is to inform you that our office, on behalf of the property owners, has applied for a Minor General Plan Amendment (Application No.: GPA13-06) and Rezoning (Application No.: ZON13-09) application with the City of Glendale. The property is located at southeast corner of 91st Avenue and Bethany Home Road and in the Yucca Council District. The subject property extends from Bethany Home Road on the north to Camelback Road on the south and situated between 91st Avenue and 83rd Avenue. The uniquely situated property enjoys approximately 1-mile of frontage along 91st Avenue.

Two requests are being filed concurrently. The first request is for a Minor General Plan Amendment ("GPA"). This Minor General Plan amendment seeks to change land use designation on 64 acres from Medium Density Residential (2.5-3.5 DU/AC) to 27 acres of Medium-High Density Residential (5-8 DU/AC), 26 acres of High Density Residential (12-20 DU/AC), and 11 acres of Planned Commercial. The companion rezoning request seeks to rezone the approximately 384 acre property from R1-8 PRD (Single Residence, Planned Residential Development), C-O (Commercial Office), and C-2 (General Commercial) to PAD (Planned Area Development) to allow the property the opportunity to develop as a master planned community with single-family residential, multi-family residential, and commercial uses within the context of common circulation, landscape and design themes. The resulting project will be called ***StoneHaven*** PAD.

In addition to the information in this letter regarding our request we would like to invite you to a neighborhood meeting to discuss this Minor General Plan Amendment and companion rezoning request and the proposed development. This meeting will be held at:

Monday, November 25, 2013 @ 6:00 PM
Desert Mirage Elementary School – Cafeteria
8605 W. Maryland Avenue
Glendale, Arizona 85305

As mentioned, ***StoneHaven*** property is currently zoned with a mixture of R1-8 PRD, C-2 and C-O. It is the intent of the this Zoning Application to seek rezoning of the subject property to PAD Zoning for the subject property based on the conceptual land use development plan

provided in support of the request. The development plan responds to existing conditions, opportunities for additional urban infill as well as responsiveness to housing and service market conditions that are expected to evolve towards stronger growth trends.

The development plan envisions a broad range of housing types inclusive of single family detached housing, as well as multifamily attached housing. The projected population of approximately 4,700 residents will be served by the planned introduction of new neighborhood and community commercial components within the immediate proximity with the new residential housing units within this planned community. The overall residential density for ***StoneHaven*** is planned at 4.63 dwelling units per acre for the project as a whole, and 3.41 dwelling units per acre for the collection of single family uses. These planned densities are consistent with the Glendale *General Plan* upon consideration of the companion Minor Plan Amendment.

I have included an aerial photo which shows you the location of the property as well as the general development plan. If you are unable to attend the meeting and would like to discuss the proposals and/or express your concerns, please contact me or Ric Toris, a member of our staff at (602) 265-0094 or by e-mail at mcurley@ecllaw.com or rtoris@ecllaw.com respectively. The City Planner handling this case is Karen Stovall and she can be reached at 623-930-2553 or email: kstovall@glendaleaz.com. This planner can answer your questions regarding the City review and city hearing processes as well as the staff position once their report is complete.

Again, I would be happy to answer any questions or hear any concerns that you may have regarding this proposal.

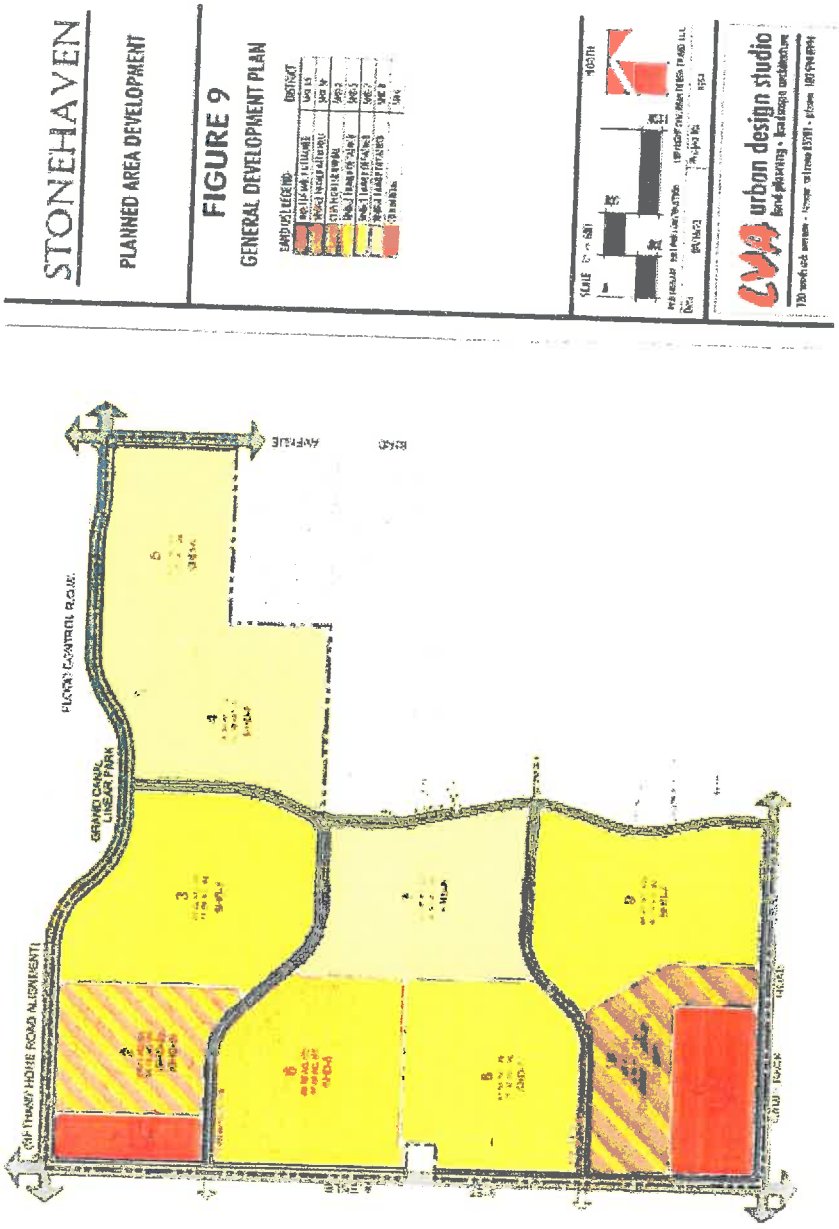
Very truly yours,

Michael J. Curley

MJC/rot

Attachments: Aerial Exhibit
Conceptual General Development Plan

BETHANY HOME ROAD
SUBJECT SITE
AGUA FRIA FREEWAY
CAMELBACK ROAD
81ST AVENUE
83RD AVENUE


STONEHAVEN
PLANNED AREA DEVELOPMENT
FIGURE 9
GENERAL DEVELOPMENT PLAN
urban design studio

2nd Neighborhood Meeting letter.

EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Telephone (602) 265-0094
Fax (602) 265-2195
www.ecllaw.com

3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

April 4, 2014

RE: ***Minor General Plan Amendment (GPA13-06) and Rezoning (ZON13-09) Applications***
Northeast corner of 91st Avenue & Camelback Road
(Address: 9050 W. Camelback Rd)
StoneHaven - Follow up/2nd Neighborhood Meeting

Dear Neighbor:

As you are aware, our office, on behalf of our client and property owners John F. Long Family, has applied for a Minor General Plan Amendment (Application No.: GPA13-06) and Rezoning (Application No.: ZON13-09) application with the City of Glendale. The property is located at southeast corner of 91st Avenue and Bethany Home Road and in the Yucca Council District. The subject property extends from Bethany Home Road on the north to Camelback Road on the south and situated between 91st Avenue and 83rd Avenue. The uniquely situated property enjoys approximately 1-mile of frontage along 91st Avenue.

We would like to invite you to our 2nd Neighborhood Meeting (Follow up Meeting) to discuss our revisions. This meeting will be held on:

Wednesday, April 16, 2014 @ 6:00 PM at
Sunset Ridge Elementary - Cafeteria
8490 W. Missouri
Glendale, AZ 85305

As a reminder, ***StoneHaven*** property is currently zoned with a mixture of R1-8 PRD, C-2 and C-O. It is the intent of this Zoning Application to seek rezoning of the subject property to PAD Zoning. I have included an aerial photo which shows you the location of the property. If you are unable to attend the meeting and would like to discuss the proposals and/or express your concerns, please contact me or Ric Toris, a member of our staff at (602) 265-0094 or by e-mail at meurley@ecllaw.com or rtoris@ecllaw.com respectively. The City Planner handling this case is Jon Froke and he can be reached at 623-930-2585 or email: jfroke@glendaleaz.com. This planner can answer your questions regarding the City review and city hearing processes as well as the staff position once their report is complete.

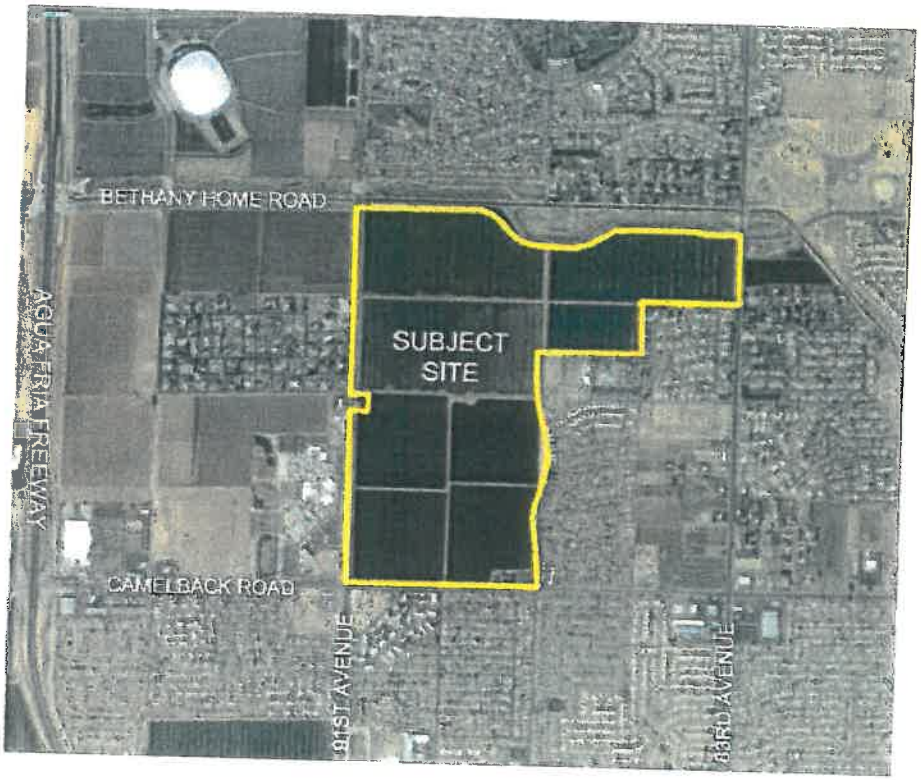
Again, I would be happy to answer any questions or hear any concerns that you may have regarding this proposal.

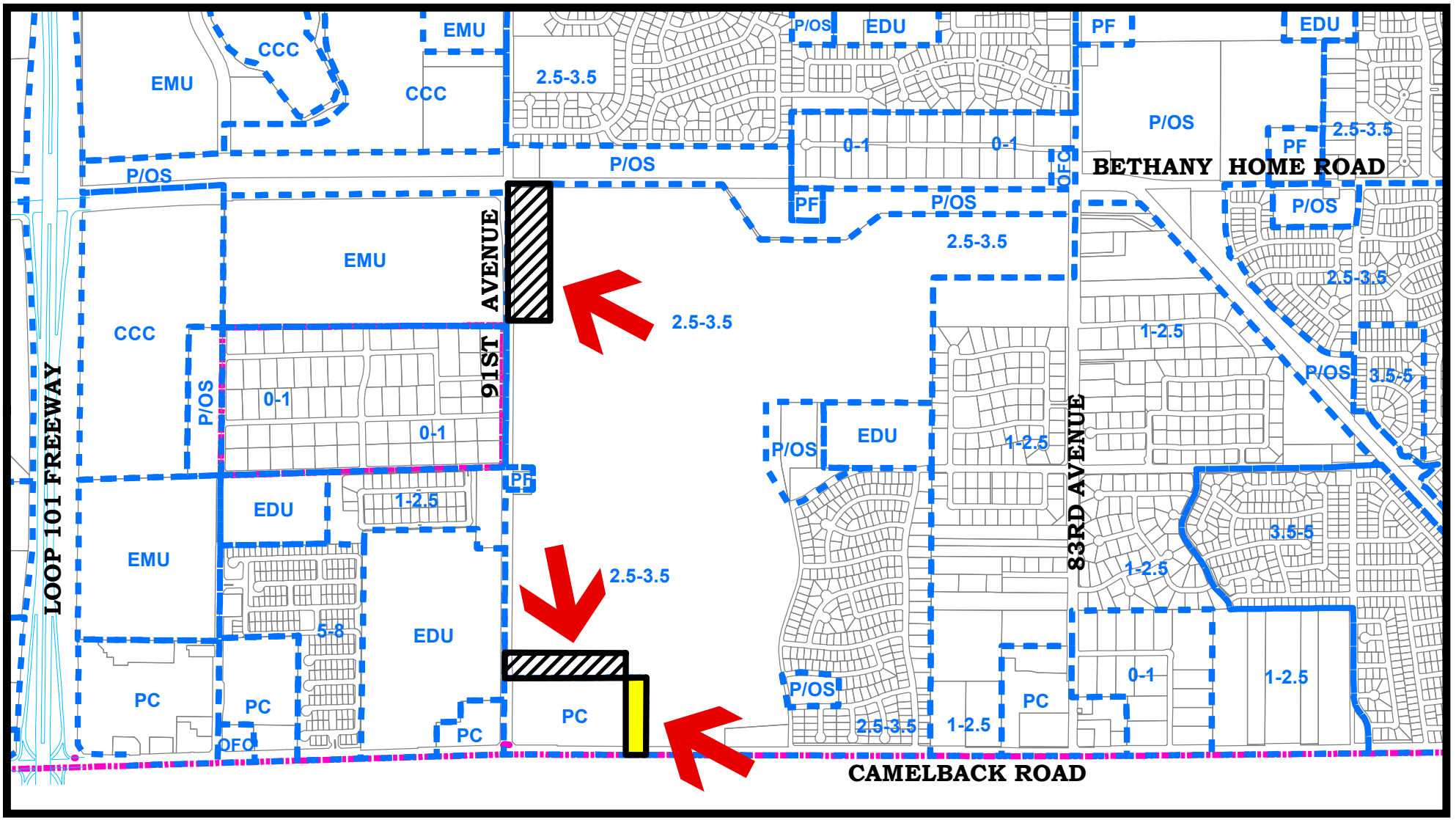
Very truly yours,

For Michael J. Curley

MJC/rot

Attachments: Aerial Exhibit





GLENDALE AZ

CASE NUMBER

GPA13-06

N

LOCATION

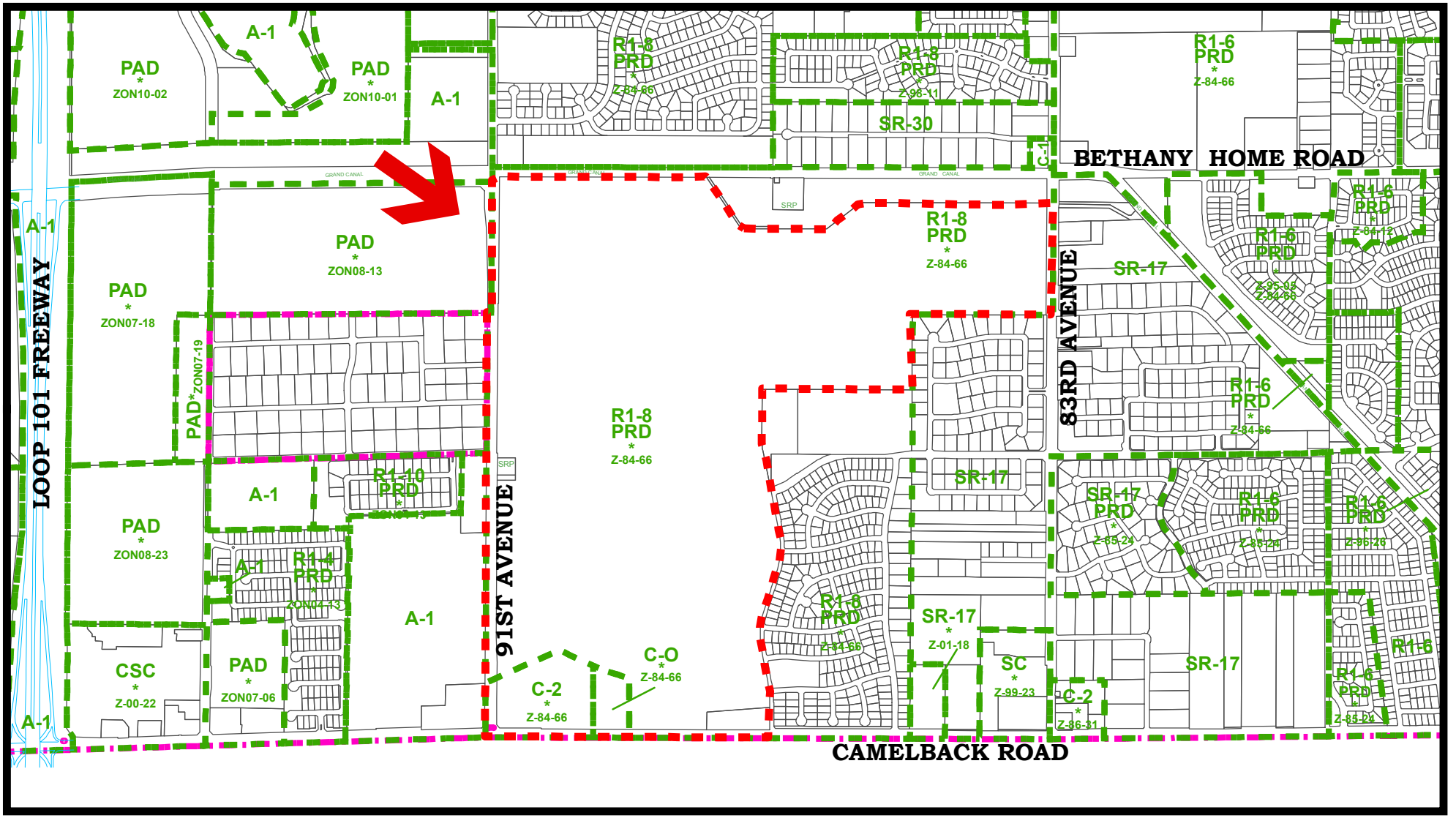
9050 W. Camelback Road

REQUEST

GENERAL PLAN AMENDMENT:

FROM MDR (MEDIUM DENSITY RESIDENTIAL, 2.5-3.5 DU/AC) TO PC (PLANNED COMMERCIAL)

FROM PC (PLANNED COMMERCIAL) TO MDR (MEDIUM DENSITY RESIDENTIAL 2.5-3.5 DU/AC)



GLENDALE AZ

CASE NUMBER

ZON13-09

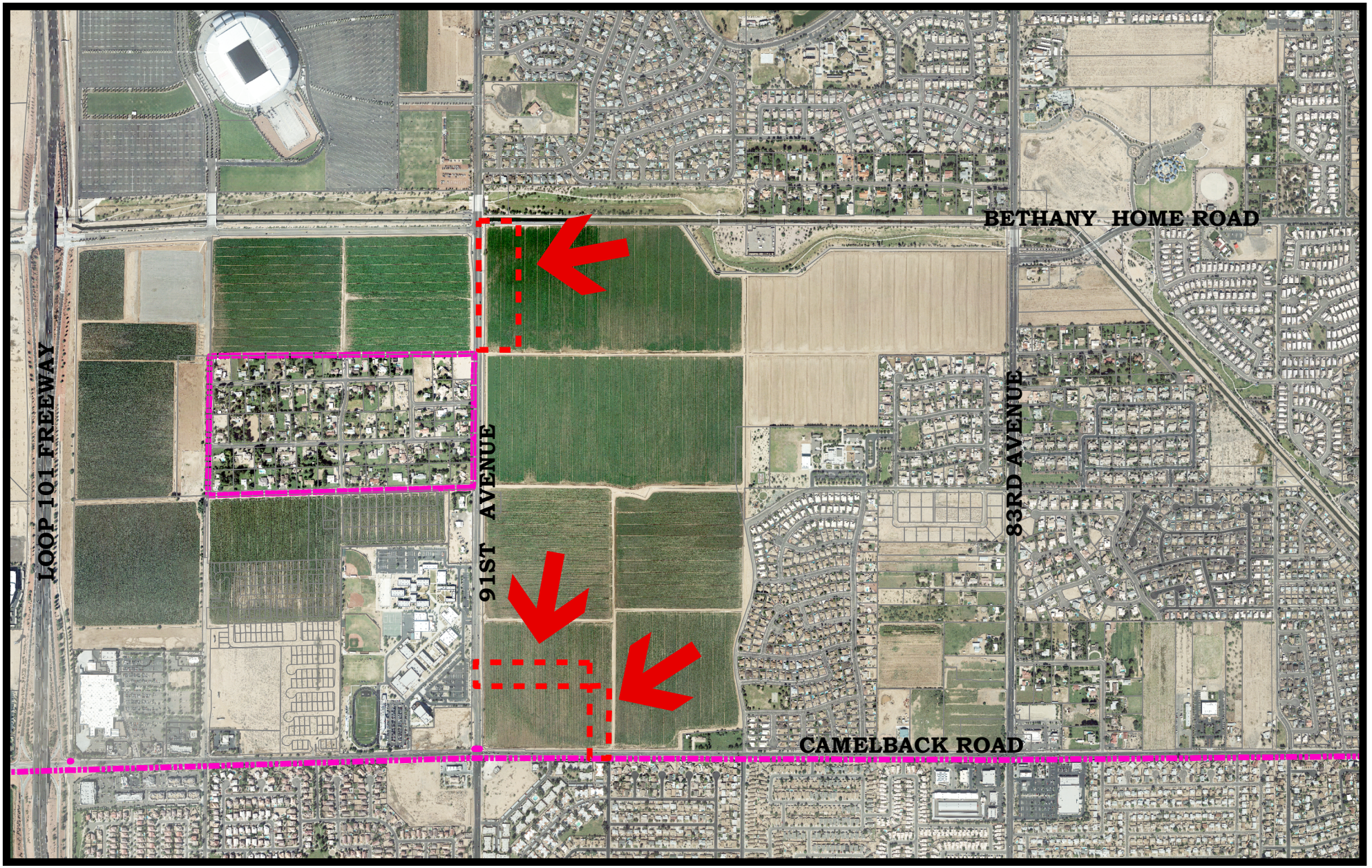
N

LOCATION

9050 W. CAMELBACK ROAD

REQUEST

REZONE FROM R1-8 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT), C-O (COMMERCIAL OFFICE) AND C-2 (GENERAL COMMERCIAL) TO PAD (PLANNED AREA DEVELOPMENT)



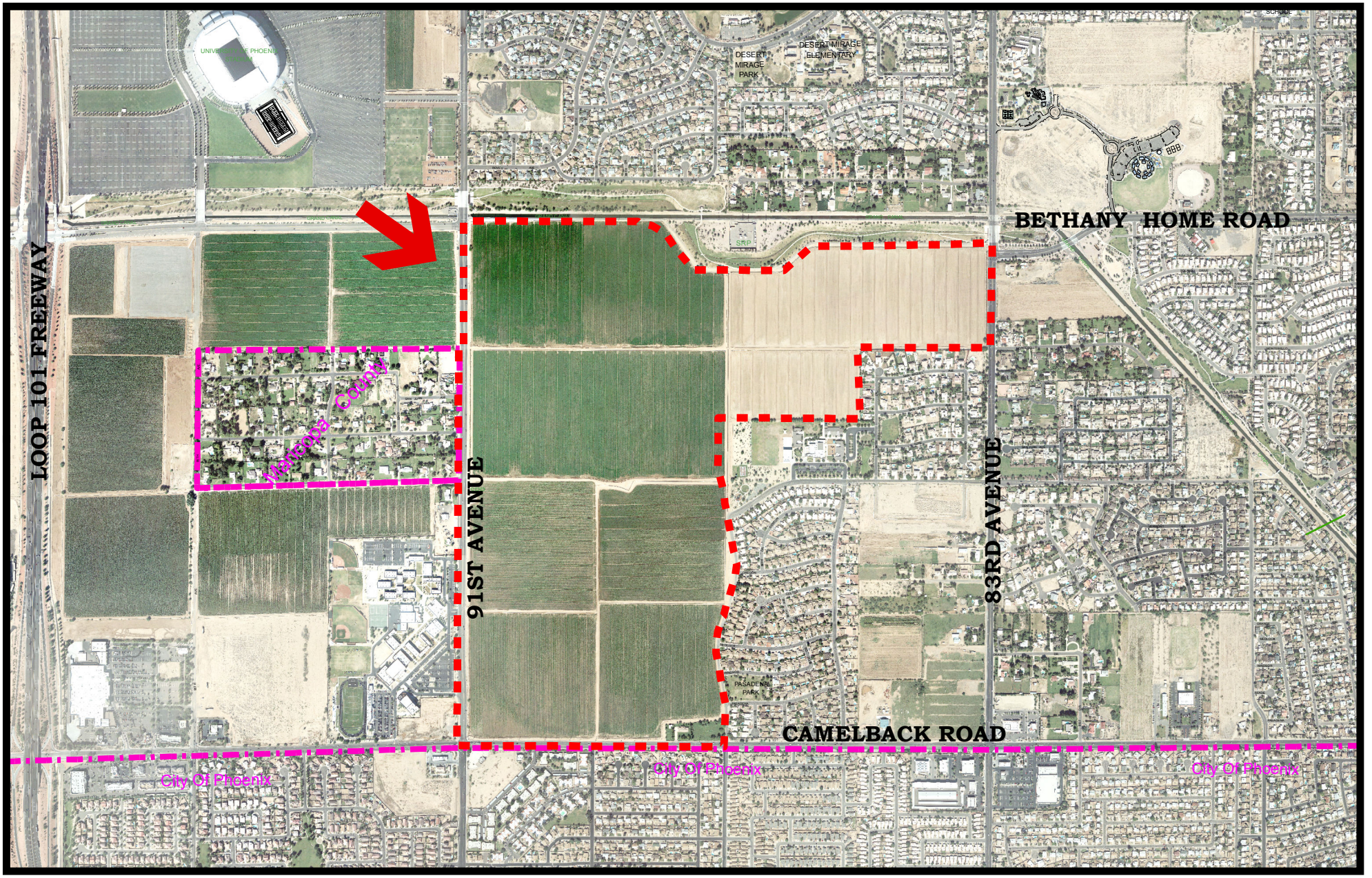
Aerial Date: November 2012

GLENDALE AZ

CASE NUMBER

GPA13-06

N



Aerial Date: November 2012

GLENDALE AZ

CASE NUMBER

ZON13-09

N

File #: 16-165, **Version:** 1

RESOLUTION 5095: GENERAL PLAN AMENDMENT (GPA) APPLICATION GPA16-01 (RESOLUTION): ENVISION GLENDALE 2040 - CITY WIDE GENERAL PLAN UPDATE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director
Guest Presenter: Celeste Werner, AICP, Vice President, Matrix Design Group

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt a resolution for GPA16-01 for Envision Glendale 2040. The proposed General Plan update furthers the public health, safety and general welfare of the citizens of Glendale.

This is the Glendale General Plan Update and will apply city-wide, including the entire Municipal Planning Area (MPA). Every city and county in Arizona is required by state law to provide and maintain a planning document called a general plan. A general plan is designed to serve as the blue print for future decisions concerning land use and conservation.

Envision Glendale 2040 will serve several purposes. It will provide a description of current conditions and trends shaping the City of Glendale. The plan will identify planning issues, opportunities, and challenges that should be addressed in the general plan, and explore land use and policy alternatives. Updating the plan will ensure that the general plan is current, internally consistent, and easy to use. The new plan will provide guidance in the planning and evaluation of future land use and resource decisions. Finally, the new general plan will provide a vision and framework for the future of the City of Glendale.

A general plan is required by state law. It serves as the official policy statement of the city to guide the public and private development of the community by guiding new development and redevelopment initiatives. A general plan must be updated every 10 years.

A general plan is general and comprehensive, long-term, and a statement of the City's vision for the future. A general plan is a guiding document and a set of goals and policies to achieve the vision and an expression of citizen preferences.

A general plan is not rigid, inflexible and unchanging, not a zoning ordinance nor a zoning map, nor a city budget, nor a capital improvement program, nor a tool to promote special interests.

Envision Glendale 2040 reflects current conditions such as the development of the employment and transportation corridors of Grand Avenue, Loop 101, Loop 303, and Northern Parkway. It recognizes existing plans and the Sports and Entertainment District. The updated plan furthers Glendale's partnership with Luke Air Force Base and addresses land around the base.

The process of developing the general plan has been ongoing. Events in the spring and summer of 2014 included compilation of data, background research, and a City Council kickoff meeting. Events in fall 2014 through spring 2015 included understanding existing conditions and developing a map atlas, identifying issues and opportunities, developing the first fact sheet about the general plan, and holding the first public workshop about the general plan.

Between spring 2015 and spring 2016 tasks completed included the development of alternatives, City Council district meetings, developing a second fact sheet, holding a second public workshop, preparing a public draft, and providing notice of the required 60-day public review period.

Following the two required Planning Commission public hearings and adoption of the general plan at a City Council public hearing, a vote is required to be held to approve the general plan. This vote is scheduled for August 30, 2016 at the primary election. Throughout the process, public outreach, Steering Committee meetings, and community workshops have been held. Additional information concerning public participation is included in the Citizen Participation section below.

Changes to General Plan Structure

While Envision Glendale 2040 is primarily an update, rather than a complete rewrite of the plan, there are some changes to the general plan. One change is with the general plan structure, where the general plan elements are now grouped into six themes: Growth and Development, Community Preservation and Revitalization, Economic Vitality, Connectivity, Public Facilities and Services, and Environmental Sustainability.

Within each theme, the general plan elements are arranged as follows: The Growth and Development Theme include the Land Use, Housing, Growth Areas, Urban Design, and Military and Aviation elements.

The Community Preservation and Revitalization Theme include the Conservation, Rehabilitation and Redevelopment, Historic Preservation and Design, and Neighborhood Preservation and Revitalization elements. The Economic Vitality Theme includes the Fiscal, Economic Development, and Cost of Development elements.

The Connectivity Theme includes the Circulation and Bicycling and Pedestrian elements, while the Public Facilities and Services Theme include Public Services, Facilities and Buildings, Water Resources, Public Health and Safety, Open Space, and Recreation elements. Finally, the Environmental Sustainability Theme includes the Conservation of Resources, Environmental Planning, and Energy elements.

New elements added to the 2040 General Plan include Military and Aviation, Neighborhood Preservation and Revitalization, and Energy. Sixteen of the elements are required by Arizona state law. Five elements are specific to Glendale. These elective elements include Urban Design, Military and Aviation, Historic Preservation and Design, Fiscal, and Economic Development.

Envision Glendale 2040 includes goal and policy changes. The plan provides changes to the goal and policy statement format. Goals have been updated to reflect a desired future. Most objectives in the current plan have been converted to policies. Policies have been updated to have a consistent format where all policy statements state the City should or shall.

The updated general plan added new Goals and Policies to make the plan current, meet current City needs, and complying with current State requirements.

The Growth and Development Theme added new Mixed-Use categories, and encourages a variety of housing options for all income levels. This theme strives to preserve the unique character of neighborhoods and enhance the land compatibility around Luke Air Force Base.

The Community Preservation and Revitalization Theme focuses on infill and redevelopment in mature areas such as Glendale Centerline, strives to maintain and protect mature neighborhoods. This theme recognizes that historic preservation is an important consideration for new construction, and encourages partnerships between community organizations and the City to promote neighborhoods.

The Economic Vitality Theme works to expand and diversify Glendale's economy, including the redevelopment of Centerline to attract new business, and leveraging Glendale Municipal Airport for economic growth.

The Connectivity Theme encourages public transit as a viable alternative mode of transportation and promotes transit-oriented development. A bicycle and pedestrian system with a continuous network to access all parts of the city is part of this theme, as is enhanced bicycle and pedestrian safety along roadways.

The Public Facilities and Services Theme acknowledge the high quality, well-maintained school system and library system and the need to ensure water quality and service for the City's future. Effective fire and police protection services are necessary for the city, as is maintaining adequate parks and open space as the city grows.

Finally, the Environmental Sustainability Theme provides for conservation and management strategies to maintain natural resources, water preservation measures such as xeriscape, planned management of stormwater runoff, and enhanced energy conservation and renewable energy development strategies.

Changes to Land Use Map

As this is an update of the existing General Plan, the proposed land use diagram and areas of change on the new land use diagram are relatively minor. Changes to the land use map in the established part of the MPA include revisions to reflect the new Aspera mixed use development, other changes to reflect existing land use, and downtown land use pattern revised to reflect existing land use and add the new Downtown Mixed-Use (DMU) category.

Changes to the land use map in the western part of the MPA include a new Regional Mixed-Use (RMU) category added to promote growth along the Loop 303 corridor, Luke Air Force Base boundaries filled in as Public Facility (PF), developed residential areas updated to reflect existing and planned development, and changes to reflect existing non-residential land use.

Updates to Existing Mixed-Use Categories

The current General Plan includes two existing mixed-use categories. Corporate Commerce Center (CCC) describes mixed-use employment centers with a desired mix of 15 percent residential, 30 percent commercial, and 55 percent office. The Entertainment Mixed-Use (EMU) category is intended to host regional level sports, entertainment, shopping, and employment centers; a wide range of commercial and office and

multi-family residential at a minimum of 18 dwelling units per acre.

The proposed General Plan proposes new mixed-use categories. The Downtown Mixed-Use (DMU) is roughly bounded by Glenn Drive to the north, Lamar Road to the south, 51st Avenue to the east and 59th Avenue to the west. The DMU encourages a mix of residential and commercial in Historic Downtown Glendale. The Regional Mixed-Use (RMU) encourages new multi-modal, mixed-use development in regionally significant areas featuring an intensive use of land with a compact urban form along the Loop 303 corridor with minimized residential.

Citizen Participation to Date

On February 10, 2016, the City of Glendale mailed the required 60-day review letter required by State Statute to the City of Glendale Mayor and City Council, City Manager, City Clerk, Arizona Commerce Authority, Arizona Department of Water Resources, Maricopa County, the cities of Avondale, Buckeye, El Mirage, Goodyear, Litchfield Park, Peoria, Phoenix, and Surprise, Luke Air Force Base, members of the General Plan Steering Committee, City of Glendale Interested Parties List, City of Glendale Homeowners Associations and Registered Neighborhoods, and Matrix Design Group. The state agencies, surrounding jurisdictions, and Luke Air Force Base are required to be notified in this manner by state law. Planning received a response in support concerning the request from the firm of Withey Morris. The Citizen Participation Final Report is attached.

Staff was assisted by the General Plan Steering Committee. The Steering Committee is an advisory body of citizens appointed by City Council to guide development of the General Plan. The Steering Committee held 13 meetings since May 2014.

Other meetings with public involvement included a public workshop on March 25, 2015, and a second Public Workshop on March 14, 2016, presentations at the Cholla District Meeting on April 8, 2015, Cactus District Meeting on April 29, 2015, Sahuaro District Meeting on October 1, 2015, another Sahuaro District Meeting on March 24, 2016, and an Ocotillo District Meeting on March 30, 2016.

Several City Council Workshops were held where staff explained the General Plan Update to Council. An interactive project website www.glendale2040.com <http://www.glendale2040.com> was developed, and on that website the interactive map tool could be used. The Public Draft of the General Plan was available for review and comment from February 9 to April 9, 2016 and remains available at www.glendale2040.com <http://www.glendale2040.com>.

As this is considered a Major General Plan Amendment, two Planning Commission meetings will be held. A Planning Commission public hearing will be held on April 23, 2016 to accept comments. No action will be required at that meeting. A Planning Commission public hearing will also be held on April 25, 2016. The Planning Commission will make a recommendation at their April 25 meeting with the results being presented to City Council on April 26, 2016. It is anticipated that the new General Plan will be referred to the voters for their consideration at the Primary Election, to be held on Tuesday, August 30, 2016.

RESOLUTION NO. 5095 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING ENVISION GLENDALE 2040, A GENERAL PLAN FOR MUNICIPAL PRESERVATION AND DEVELOPMENT POLICY PURSUANT TO ARIZONA REVISED STATUTES, A.R.S. 9-461 *ET. SEQ.*, ESTABLISHING PLANNING GOALS, OBJECTIVES AND POLICIES AND CONSIDERING EACH OF THE PLAN ELEMENTS REQUIRED BY STATUTE AS WELL AS OTHERS DETERMINED ESSENTIAL BY THE CITY.

WHEREAS, the City intends to establish policies for preserving quality living conditions, enhancing business opportunities, and fostering desired community growth in ways that are consistent with its citizens' values; and

WHEREAS, an open public participation process has provided direction for Glendale's future derived from the ideas, commentary, priorities, preferences, review and suggestions offered by residents, business people, civic organizations and representatives of local institutions; and

WHEREAS, the General Plan serves as a framework for municipal preparedness planning that embraces more specific functional and geographical area plans that have been or are being prepared; and

WHEREAS, the City wishes to be in full compliance with the State of Arizona "Growing Smarter / Plus" legislation requirements; and

WHEREAS, advisory comments pertaining to the General Plan document have been sought from those agencies and jurisdictions specified by A.R.S. 9-461.06(C) to be included in the sixty-day statutory review period and the written comments and public hearing testimony received pursuant to such required review have been duly considered; and

WHEREAS, the Envision Glendale 2040 General Plan was presented at public hearings conducted by the Glendale Planning Commission at two different locations in the City of Glendale on April 23, 2016, and April 25, 2016, respectively, and forwarded to the Glendale City Council for consideration of Envision Glendale 2040 together with recommended text and land use map amendments derived from the sixty-day review period and public testimony, and

WHEREAS, the City Council, in consideration of its review of Envision Glendale 2040, with text and land use map amendments, and further public testimony obtained at the April 26, 2016 City Council public hearing, has directed such additional amendments and refinements to the General Plan as it deems necessary, if any; and

WHEREAS, A.R.S. 9-461.06 requires that a general plan adopted pursuant to statute be submitted to the voters of the city for ratification at the next available election date.

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

SECTION 1. That the City of Glendale adopts the City of Glendale General Plan, Envision Glendale 2040, in its entirety as generally described:

The planning process, from which the General Plan documents derive, was citizen-driven in determining the content and desired direction for conserving, developing, utilizing and enjoying the physical characteristics of the City of Glendale.

CITIZEN PARTICIPATION

The City Council formed the General Plan Steering Committee to ensure an open process for community residents and stakeholders to become actively involved in the preparation of the General Plan. Among the activities enumerated to fulfill requirements of Arizona Revised Statutes 9-461.06 (B)(1) for citizen input were: regular meetings with the Steering Committee, area meetings, community workshops, briefings to Boards and Commissions and civic events as well as presentations on KGLN 11 and at City Council district meetings. Planning coordination with other jurisdictions and agencies, incorporation of public planning studies and community outreach efforts were also utilized to achieve a General Plan with a strong foundation of grassroots values and opinions.

GENERAL PLAN INTRODUCTION

The Envision Glendale 2040 document contains prefatory and explanatory materials intended to facilitate the use and understanding of the City's General Plan. The Glendale Planning Vision is summarized as follows:

> Envision Glendale 2040
> The City of Glendale's Vision toward 2040 and beyond is founded on dynamic community spirit, and accountability for quality of living excellence. Our desire is to achieve all-encompassing balance in a community that is friendly, nurturing and safe for all citizens. Glendale's image is progressive with an emphasis on family values including education, outdoor enjoyment, culture, and economic vitality. We support economic and social diversity from well-maintained, clean, visually attractive urban neighborhoods to the spacious, outlying rural areas that remind us of our agricultural heritage and strongly support the mission of Luke Air Force Base.

Basic planning principles or assumptions provide a listing of priority topics mentioned through the General Plan process participants, specifically:

- Quality residential and commercial neighborhoods throughout the City.
- Economic development should emphasize business retention and expansion, along with municipal revenue generation and job creation.

- Water resource management is key to growth and sustainability.
- Glendale Centerline development and revitalization helps project a positive image of Historic Downtown Glendale.
- Luke Air Force Base is an essential partner for municipal stability.
- The Grand Avenue, Loop 101, Loop 303 and Northern Parkway corridors are important transportation and economic engines.
- The Sports and Entertainment District is important to the region.
- The Loop 101 Scenic Corridor is important to Glendale residents.

Administration of the General Plan is summarized with particular attention to the General Plan Adoption; relationship of the General Plan to other City plans, along with future Major and Minor General Plan Amendments.

GENERAL PLAN ELEMENTS

The Envision Glendale 2040 General Plan addresses each subject area, or Element, set forth in Arizona Revised Statutes 9-461 *et. seq.* as requirements for municipal planning in cities of fifty thousand persons or more; and, in addition, addresses Elements of special importance to the citizens of Glendale. The General Plan Elements, arranged in groupings of related community interests, etc. are:

- Growth and Development Theme Elements
  Land Use Element
  Housing Element
  Growth Areas Element
  Urban Design Element
  Military and Aviation Element

- Community Preservation and Revitalization Theme Elements
  Conservation, Rehabilitation and Redevelopment Element
  Historic Preservation and Design Element
  Neighborhood Preservation and Revitalization Element

- Economic Vitality Theme Overview Elements
  Fiscal Element
  Economic Development Element
  Cost of Development Element

- Connectivity Theme Elements
  Circulation Element
  Bicycling & Pedestrian Element

- Public Facilities and Services Theme Elements
  Public Services; Facilities, and Buildings Element
  Water Resources Element

Public Health and Safety Element
Open Space Element
Recreation Element

- Environmental Sustainability Theme Elements
  Conservation of Resources Element
  Environmental Planning Element
  Energy Element

INCOPORATION BY REFERENCE

The following planning documents are incorporated by reference into the City of Glendale General Plan, Envision Glendale 2040, as if fully set forth:

- The North Valley Specific Area Plan, adopted by the Glendale City Council on December 12, 1989 as amended by the Loop 101 Scenic Corridor on February 23, 2016.

- The Arrowhead Ranch Specific Area Plan, adopted on April 25, 1995 as amended by the Loop 101 Scenic Corridor on February 23, 2016.

- The City of Glendale Western Area General Plan Update adopted on May 14, 2002.

SECTION 2. That pursuant to A.R.S. 9-461.06, the City of Glendale General Plan Envision Glendale 2040 will be submitted to the voters of the City of Glendale for ratification at an election as provided by City of Glendale Resolution.

SECTION 3. That upon ratification by voters pursuant to Section 2 above, the City of Glendale General Plan Envision Glendale 2040 will take effect from and after September 30, 2016.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

p_planning_gpa16-01.doc

ENVISION GLENDALE 2040

GLENDALE

Planning Commission Draft

General Plan

Apirl 2016

ENVISION GLENDALE
2040

ENVISION GLENDALE 2040

City of Glendale
General Plan

Prepared for:

City of Glendale
Planning Division
5850 West Glendale Ave., Suite 212
Glendale, AZ 85301

PLANNING COMMISSION DRAFT

April 2016

Matrix DESIGN GROUP.COM

Please see the next page.

Acknowledgements

The City of Glendale would like to thank and recognize the efforts of those involved in the development of the Envision Glendale 2040 General Plan.

City of Glendale		
Citizens of Glendale	The residents of the City who participated in the development of the Envision Glendale 2040 General Plan.	
City Council	■ Jerry Weiers, Mayor ■ Ian Hugh, Vice Mayor (Cactus District) ■ Jamie Aldama (Ocotillo District) ■ Sammy Chavira (Yucca District)	■ Ray Malnar (Sahuaro District) ■ Lauren Tolmachoff (Cholla District) ■ Bart Turner (Barrel District)
Planning Commission	■ Steve Johnston, Chairperson ■ Al Lenox, Vice Chairperson ■ Arthur Dobbelaere ■ Jack Gallegos	■ Rick Harper ■ Gary Hirsch ■ David Moreno
General Plan Steering Committee	■ Emmanuel Allen (Cactus District) ■ Mark Burdick (Sahuaro District) ■ Miles Charles (Cholla District) ■ David Coble (Cholla District) ■ Arthur G. Dobbelaere (Cholla District) ■ Amanda Froes (Sahuaro District) ■ John Geurs (Ocotillo District) ■ Noel Griemsmann ■ James Grose (Cholla District) ■ Rick Harper (Sahuaro District) ■ Robert Heidt (Glendale Chamber) ■ Gary Hirsch (Cactus District) ■ Chuck Jared (Cactus District) ■ Darrin Lacey (Sahuaro District) ■ Bruce Larson (Cholla District) ■ Barbara Lentz (Sahuaro District) ■ Danielle Martinez (Sahuaro District) ■ Reginald Martinez (Barrel District)	■ Elizabeth Medina (Barrel District) ■ Randy Miller (Barrel District) ■ Martin Nowakowski (Yucca District) ■ Edwin Nyberg (Cholla District) ■ Rebecca Ontiveros (Ocotillo District) ■ Thomas Orlikowski (Barrel District) ■ Brian Pirooz (Cholla District) ■ Barbara Plante (Luke AFB) ■ Sharon Reeves (Barrel District) ■ Scott Richmond (Yucca District) ■ Alicia Rubio (Ocotillo District) ■ Tom Schmitt (Yucca District) ■ Dr. Francis (Frank) Sisti (Cholla District) ■ Leslie Sheeler (Ocotillo District) ■ Charles Whiffen (Barrel District) ■ Kenneth Wixon (Cactus District) ■ Jacoba M. Worsdell (Ocotillo District) ■ Erminie P. Zarra (Yucca District)

Glendale City Staff		
	■ Kevin Phelps	City Manager
	■ Jennifer Campbell	Assistant City Manager
	■ Sam McAllen	Development Services Director
	■ Jon M. Froke, M.Ed., AICP	Planning Director
	■ Tabitha Perry	Assistant Planning Director
	■ Thomas Ritz, AICP	Senior Planner
	■ Megan Sheldon	Environmental Program Manager
	■ Doug Howard	Planner
	■ Martin Martell	Planner
	■ Mike Conlin	GIS Coordinator
	■ Diana Figueroa	Senior Secretary
General Plan Consulting Team		
	■ Celeste Werner, AICP	Project Manager
	■ Rick Rust, AICP, GISP	Deputy Project Manager
	■ Bren Cox, AICP	Project Planner
	■ Felipe Zubia, AICP	Senior Planner
	■ Kurt Waldier	Planner

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Introduction

The City of Glendale, Arizona was initially settled in the late 1800s, and while the City is a mature, full-service community, it is also an exciting and evolving community. Built on its rich cultural heritage, beautiful neighborhoods, and superior public and post-secondary education, the City of Glendale has grown and thrived. But more than a great place to live, it is a great place to work and visit. Glendale is the home to many national and regional firms and also to Luke Air Force Base (AFB), the preeminent fighter training installation in the United States. The community is also known nationally for the Glendale Sports and Entertainment District, home of the Arizona Cardinals and Arizona Coyotes, plus host to national events from the Super Bowl to college championships.

In a broad sense, this General Plan is designed to answer two key policy concerns: maintaining the excellence of the existing community while continuing to evolve to changing needs as the community grows.

This **Envision Glendale 2040 General Plan** document (also referred to as "Envision Glendale 2040" or simply the "General Plan") will guide Glendale's future relative to land use planning, public services, infrastructure and resource management. This General Plan will help guide the changes of the future while retaining the community's distinctive character and culture.

To introduce the General Plan's Themes and Elements—the organizing features of the General Plan—this section is made up of the following components:

1.1 Preface
1.2 What is the General Plan?
1.3 Brief History / City Context
1.4 Glendale Today
1.5 Glendale's Values and Vision
1.6 Planning Assumptions
1.7 Planning Principles
1.8 General Plan Administration

1.1 Preface

The **Envision Glendale 2040 General Plan** is a long-range, comprehensive, community-driven expression of the future vision for the City. As presented, the General Plan conforms to the letter and spirit of "Growing Smarter Plus" legislation established by the State of Arizona to guide municipal planning and growth management.

Envision Glendale 2040 updates and builds upon the former general plan document called "Glendale 2025: The Next Steps", including the addition of three new elements: Military and Aviation, Energy, and Neighborhood Preservation.

The General Plan is designed as a policy and reference document to guide future development, projects, and programs. It is used to determine how and where growth should occur, ways to wisely invest capital improvements, and techniques for enhancing and sustaining Glendale's quality of life. Using a holistic approach, this plan looks to achieve a citizens' directive for moderate, well-managed growth.

The General Plan covers all land within Glendale's Municipal Planning Area (MPA), which encompasses the existing city limits and unincorporated land that the City has some degree of influence over and the potential for future annexation (see Figure 1). Coordinating with agencies of county, state, and federal governments, plus adjacent jurisdictions and private landowners is critical to the creative, compatible development needed to allow Glendale opportunities to achieve civic goals.

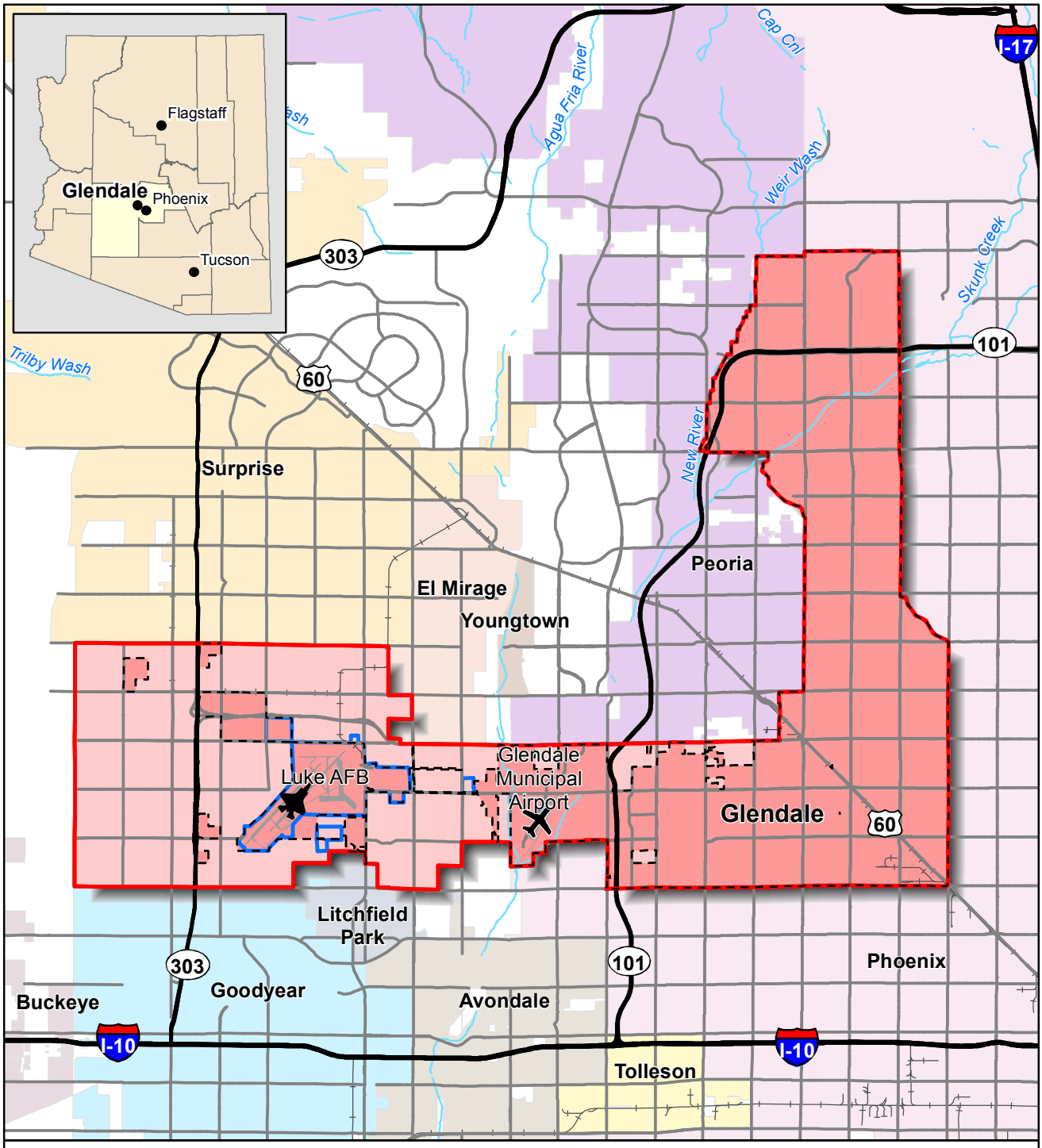

Figure 1

Glendale Regional Setting

The city also contains Luke AFB, a national asset with unique planning requirements in the surrounding areas of the city and the City's MPA. The protection of the base and its operations is a key component of the General Plan.

1.2 What is the General Plan?

A general plan typically has three defining features.

- **General**. As the name implies, a general plan provides general guidance that will be used to direct future land use and resource decisions.
- **Comprehensive**. A general plan covers a wide range of social, economic, infrastructure, and natural resource factors. These include land use, housing, circulation, utilities, public services, recreation, agriculture, biological resources, and many other topics.
- **Long-Range**. General plans provide guidance on reaching a future envisioned 20 or more years in the future. To reach this envisioned future, the General Plan will include policies and actions that address both immediate and long-term needs.

To clarify the role of the General Plan, a general plan is:

- More than a land use map
- An expression of citizen preferences
- A statement of City policy
- A guide to public and private decision-making
- A long-term perspective
- A blueprint to improve residents' quality of life
- A legal requirement under Arizona State Law

A general plan is **not**:

- A zoning map
- A tool to promote special interests
- An unchangeable document
- A detailed policy for specific properties or areas
- A capital improvement program

As a long-range, comprehensive expression for Glendale's future vision, **Envision Glendale 2040** provides specific focus through the statement of goals and policies guiding public and private decisions related to growth and development. The General Plan provides guidance to citizens regarding the physical development of the community, while giving property owners and developers a clear indication of policy directions effecting physical development. The General Plan is also a guide to city management, city departments, the Planning Commission, and City Council with specific regard to the City's Capital Improvement Program and annual city budget.

Envision Glendale 2040 is intended as a guide. It summarizes the purpose of the General Plan, the publicly expressed vision for Glendale's future, and 21 General Plan Elements. All elements are interrelated and are intended to be considered collectively in public and private decision-making. Users are strongly urged to consider all of the subject matter covered in **Envision Glendale 2040** as a whole, and not to rely on select, excerpted statements.

The General Plan document is organized as follows.

1. ***Introduction***
   - 1.1 Preface
   - 1.2 What is the General Plan?
   - 1.3 Brief History / City Context
   - 1.4 Glendale Today
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7. ***Environmental Sustainability Theme***
   - 7.1 Environmental Sustainability Theme Overview
   - 7.2 Conservation of Resources Element
   - 7.3 Environmental Planning Element
   - 7.4 Energy Element

The City of Glendale welcomes users of **Envision Glendale 2040** to contact city staff, who are ready to assist in any way possible. Inquiries regarding **Envision Glendale 2040** should be made to the City of Glendale Planning Division, 5850 West Glendale Avenue, Suite 212, Glendale, Arizona, 85301, telephone (623) 930-2800.

1.3 Brief History / City Context

It is important that the historical context of the community's historic resources be understood through the various periods of Glendale development. The understanding of historic context will provide appreciation that historic resources help to create a sense of place and community character.

Early Settlement (1880-1890)

Glendale arose from development efforts in the early 1880's. The Desert Lands Act of 1879 opened irrigable lands in the Salt River Valley for homesteading. The Arizona Canal Company contracted with W.J. Murphy to construct the Arizona Canal (1883-1885). The canal allowed for agricultural development northwest of Phoenix. In 1887, Mr. Murphy organized the Arizona Improvement Company that provided land and water to settlers. He attracted a few settlers, but knew he needed many more settlers to come to the Glendale area. He completed Grand Avenue, an eighteen-mile road from Peoria to downtown Phoenix, in 1888 as an amenity. There are no early settlers homes from this period still standing. Grand Avenue and the adobe house at Sahuaro Ranch are the only remaining historic resources of this period.

Town Site Development (1891-1906)

Mr. W.J. Murphy was able to get B.A. Hadsell to form a temperance colony in Glendale and bring settlers from the Chicago area. Mr. Hadsell filed the first subdivision of land, named Hadsell Addition, in March of 1892 in Glendale. It was located west of 61st Avenue and south of Orangewood Avenue consisting of 30 twenty-acre lots and is considered the founding of Glendale. The original Plat of Glendale Town site was filed in November 1892. Many early colonists arrived in Glendale and bought lots to build their homes. By 1895, seventy families joined the temperance colony at Glendale. The railroad was finished in 1895.

The original town site plat was re-platted the same year, which included a central park with small business lots surrounding the park. Market Street was created to accommodate businesses associated with the railroad. In 1895, Glendale's population was 300. The first Glendale Elementary School was the first two-story school made of red brick constructed in 1895. Additional land was platted for housing. A major flood inundated Glendale in 1895. A severe drought occurred from 1897 – 1900.

The lack of a reliable water supply hampered growth in the first years of the new century. The water resource issue changed with the beginning of construction of the Roosevelt Dam on the Salt River in 1905 and completion in 1911 by the U.S. Reclamation Service. With water scarcity and flooding issues somewhat resolved, agriculture and development in the Salt River Valley were headed for a major growth period. In Glendale, W.J. Murphy and others formed the Arizona Sugar Company in 1903 to plant sugar beets and process them in Glendale. The factory was started in 1903 and finished in 1906. The Beet Sugar Factory, several homes, mansions, and a commercial building remain as the historic resources of this period. The most notable agricultural related residential buildings of this period are Manistee Ranch and Sahuaro Ranch.

Development Trends (1907-1929)

A new spirit of optimism and energy arose in Glendale with the continuing construction of Roosevelt Dam. Several subdivisions were platted from 1908-1911 to provide housing for the beet factory workers. Glendale was incorporated as a town in 1910 with an estimated population of 1,000 residents and the sugar beet was part of the municipal seal. The sugar company convinced a colony of Russian immigrants to move to Glendale.

W.H. Slaughter and a group of citizen investors established the Glendale Ice Company. The ice plant provided ice to ship produce (mainly lettuce) on the railroad. The facility came on line in 1910 and provided the first power plant in the city. Glendale bought the electric generation facility in about 1914 and provided power to residential and commercial customers until the Salt River Project took over electric service in about 1933. The Glendale Ice Company opened up Glendale as the largest produce shipping point in Arizona by 1920. The ice plant was located at the southeast corner of 59th Avenue and Glendale Avenue between 59th Avenue and the railroad track until about 1990 when it was demolished.

The Phoenix street railway was extended to Glendale in 1911. The first high school was built in 1913 and the new Grammar School was built with 34 individual classrooms from 1913-1920. The Glendale News started publishing in 1912 and the town bought the private water works in 1915. Catlin Court was platted in 1915. In 1920, Glendale streets were first paved and sidewalks were constructed. During World War I, the demand for cotton created an economic boom. By 1920, Glendale had a population of 2,727. The 1920's saw depressed cotton prices and it took several years for local farmers to diversify their crops. Development slowly recovered in the late twenties. The Floralcroft subdivision was platted in 1928. There are many public, commercial, and residential historic resources remaining from this period, such as Landmark School, Glendale Woman's Club, First National Bank Building, Catlin Court Historic District, Floralcroft Historic District, and Mayor Tinker's home.

Depression and the New Deal (1930-1940)

In 1930, Glendale had grown to a population of 3,665 and reincorporated as an Arizona city. While the period from 1931 to 1933 was a difficult economic time for Glendale, the depression was not as severe in the City as industrial centers across the nation. Economic activities were reduced locally. Subsequently, federal public works programs began to revitalize the economy through construction of highways, bridges, schools, parks, utilities, and government buildings. In 1935, the federal government was the largest employer in Maricopa County. The 1934 National Housing Act created the Federal Housing Administration (FHA), which insured home mortgages. Many new homes were built in Catlin Court with FHA insured loans.

Displaced farmers could not afford homes. The Glendale Tract was subdivided in 1933 by the Department of Agriculture. The tract is located at the southeast corner of Northern Avenue and 51st. Avenue. The tract was platted into 25 large lots and the federal government constructed small adobe homes to assist farmers make a transition to urban life. Displaced farmers were allowed to occupy the properties until 1948 when all properties were sold to private individuals. This was a New Deal project of the Roosevelt Administration. This is the Glendale Tract Historic District.

By 1940, the United States was moving to a war economy. There was a renewed demand for Arizona products among troops abroad. Glendale reached a population of 4,855 in 1940. There are numerous housing and commercial historic resources from this period. The Glendale High School Auditorium was built in 1939.

World War II and the Postwar Boom (1941-1950)

The federal government made huge expenditures in the Glendale area during World War II, far exceeding that of the New Deal era. The U.S. Army bought land in 1941 at the southeast corner of Greenway Road and 59th Avenue for an airfield to establish a Civilian Pilot Training Program. This was named Thunderbird Airfield I. One month later, the Army Air Corps announced plans to create a large airbase, named Litchfield Park Air Base, 10 miles west of Glendale. The Defense Plant Corporation constructed an aluminum plant at 35th Avenue and south of Van Buren Avenue. All of these facilities brought jobs, military personnel, and more people to Glendale. More subdivisions were platted in 1944 and 1945. In 1946, after the war, both Thunderbird Airfield and Litchfield Park Air Base were closed. The Thunderbird Airfield and facilities was used to create the American Institute of Foreign Trade. The school was founded April 8, 1946 and since has graduated over 38,000 students who live and work in more than 140 countries.

The school is currently named Thunderbird School of Global Management, and is part of the Arizona State University network.

On June 27, 1947 President Truman reorganized the U.S. Military to create the Department of the Air Force as an equal to the Departments of the Army and Navy. When the Korean War began, the Litchfield Park Air Base was reactivated on February 1, 1951 and named Luke Air Force Base. The new residents, making Glendale home now, desired additional housing. From 1946-1950, twenty-three new subdivisions were platted. Glendale had a population exceeding 8,000 in 1950. There are hundreds of homes built in this period and remain today as important historic resources. In 1948, Glendale was recognized in the Public Works Magazine as the only city in Arizona to have all of its streets paved.

Post World War II (1950- 1956)

During the early fifties, the ranch house was a popular architectural style. Several ranch style subdivisions were built and constitute an important part of Glendale's history. There are a variety of ranch house subdivisions, including the John F. Long homes built in the mid-to-late fifties and sixties.

1.4 Glendale Today

Today, Glendale is a thriving and growing city located in the Phoenix metropolitan area, nine miles northwest of downtown Phoenix. Within the metropolitan area, Glendale is located in the west valley area, an area characterized by flat desert landscapes with outlying mountain ranges surrounding the area. According to 2014 US Census population estimates, Glendale is the sixth largest city in Arizona, and the fifth largest in the Phoenix Metropolitan area in terms of population, with an estimated 237,517 people.

The City of Glendale has direct land use jurisdiction over an area referred to as the incorporated city limits. The current area encompassed by the city limits is approximately 60 square miles. While the eastern side of the city is entirely within the city limits, the city limits become more irregular west of 115th Avenue. Between 75th Avenue and El Mirage Road, a number of unincorporated "islands" exist. Moving farther west, several large incorporated areas are linked to the city via roadways that are within the city limits. The Glendale MPA extends the geographic base of Glendale's influence to an area greater than the city limits. The MPA encompasses the city limits of Glendale, as well as the unincorporated county land that serves as the available annexation boundaries for the City. The Glendale MPA roughly extends west to Perryville Road, north to Peoria Avenue and Pinnacle Peak Road, south to Camelback Road, and east to 43rd Avenue. The MPA helps to plan for controlled growth in adjacent areas that will benefit the health, safety, and well-being of the City of Glendale. An important aspect of the MPA is to protect operations at Luke AFB by maintaining low intensity land uses within proximity of military influence areas.

Glendale is made up of six council districts: Barrel, Cactus, Cholla, Ocotillo, Sahuaro, and Yucca. The Cholla District is the northernmost district, with the Sahuaro and Barrel districts lying to the south. The Ocotillo and Cactus districts are located in the southeast corner of the city. The Yucca District includes the southern and southwestern sides of the community. A council member is elected from each district for a seat on the City Council and the Mayor is elected at large.

The land uses of neighboring jurisdictions influence and impact the overall pattern of land use within the City of Glendale. Glendale is bordered by the City of Phoenix to the north, south, and east; the City of Peoria to the north and west; and unincorporated Maricopa County to the west. Glendale Municipal Planning Area (MPA) boundaries located to the west of the city extend Glendale borders to those of the City of El Mirage and Surprise to the north and the City of Goodyear and Litchfield Park to the south.

Existing land use in the City of Glendale and the MPA is characterized by low rise commercial and industrial buildings (one or two stories), single family residential, and Luke Air Force Base surrounded by agricultural land and natural resource areas. The majority of Glendale's commercial and industrial development lies adjacent to primary thoroughfares such as Glendale Avenue, Loop 101, and Grand Avenue. Residential development is spread throughout the city in established neighborhoods.

1.5 Glendale's Values and Vision

Glendale citizens are aware of their large and growing community, and the advantages it contains. A broader revenue base strengthens capability to attain greater variety, quality, cost-effectiveness, and responsiveness in providing municipal services. This General Plan is essential to assuring Glendale citizens the City's future will be better, not just bigger.

Retaining small town attributes of friendliness, respect for community heritage, neighborhood character, and traditional civic events are important to most residents. The City has established its roles as a West Valley hub and Western gateway to the metropolitan area. Regional leadership and excellence arises from Glendale's values—not the numbers.

Glendale's planning vision remains the same as the vision stated in the General Plan 2025:

Glendale Planning Vision

The City of Glendale's Vision toward 2040 and beyond is founded on dynamic community spirit, and accountability for quality of living excellence. Our desire is to achieve all-encompassing balance in a community that is friendly, nurturing and safe for all citizens. Glendale's image is progressive with emphasis on family values including: education, outdoor enjoyment, culture, and economic vitality. We support economic and social diversity from well-maintained, clean, visually attractive urban neighborhoods to the spacious, outlying rural areas that remind us of our agricultural heritage and strongly support the mission of Luke Air Force Base.

1.6 Planning Assumptions

The General Plan includes many recommendations relating to analysis of current and forecast conditions. Planning assumptions are fundamental understandings that assist in organizing Glendale's General Plan principles. City development policies coincide with the basic directions. Adopted area-specific plans (e.g., North Valley Specific Area Plan, Arrowhead Ranch Specific Plan, and City Center Master Plan) or functional plans (Parks and Recreation Plan, Transportation Plan) show how the assumptions would be put into practice. A brief statement for each planning assumption is listed, followed by a description of its importance and purpose.

Quality neighborhoods are the General Plan's foundation. Glendale was founded on principles that respect country, home, family, school and religious institutions. Neighborhoods in Glendale constitute the framework for practicing citizenship.

The City enjoys a high degree of neighborhood activism. Its open, participatory municipal government welcomes citizen input. This is furthered by the City's award-winning Citizen Participation Ordinance. Facilitated by City staff, the Community Services Department stresses residential area connectivity and capabilities to resolve common problems.

General Plan action recommendations keep neighborhood organizations in mind. These groups have significant roles in Plan monitoring and performance measurement. They are looked to for acceptable security, convenience, appearance, and amenity standards at the grassroots level, as well as maintaining livable conditions that allow a variety of choices.

Economic development is the opportunity to shape the future well-being of the community.

Glendale has established a robust economic development program designed to attract and retain quality companies offering higher wage occupations. Projects are encouraged that generate new revenue to the city of Glendale and that will enhance the quality of life for our residents.

Land use patterns must coincide with transportation improvements.

Voter acceptance of the Glendale Transportation Plan in November 2001 validated extensive planning for circulation system and transit enhancements. Development proposals are expected to coordinate with, and take full advantage of, these major public fund investments.

Land uses that generate large traffic volumes would be expected to locate where lane capacities, signalization and site access designs are ample. Developments that can make good use of transit service – and contribute ridership to the system – should be encouraged to locate on established or planned routes.

Water resource management is key to growth; assure a clean, reliable, and adequate supply.

Glendale has planned and provided for water service that would accommodate a population of approximately 260,000—the projected number of residents east of 115th Avenue by 2040. Actual demand depends on certain variables such as land use and water conservation measures.

Additional water resources continue to be sought.

City Center revitalization helps project Glendale's positive image.

Glendale residents take extraordinary pride in Downtown revitalization efforts. The Glendale Centerline concepts extend successful economic, community appearance, and urban activity influences. City Center revitalization is driven by several goals, including: neighborhood enhancement has priority, business revitalization efforts continue, infill housing is planned, and a transit center improves Downtown access for all people.

Luke Air Force Base is an essential partner for municipal stability.

Luke Air Force Base has been Glendale’s major employer for seven decades. Its mission inspires the community and its payroll significantly contributes to the local economy. Since officially annexing Luke Air Force Base into the City, Glendale assumed leadership in relieving issues that may detract from continuing U.S. Air Force operations there, including dense housing in inappropriate locations.

General Plan designations acknowledge requirements for land use compatibility in the vicinity of Luke Air Force Base that was legislated by the State. On-going planning coordination activities strengthen associations between the City and base.

Low density, rural lifestyles characterize western portions of the Planning Area.

Unincorporated lands in the Glendale municipal planning area are presumed—and preferred—to retain a predominantly rural character. Development constraints include flood plain, sensitive uses such as Luke Air Force Base and Glendale Municipal Airport, plus potential impacts from heavy industry.

Retention of agribusiness west of Luke Air Force Base, maintaining low housing densities, and supporting compatible, non-residential uses adjacent to the base are policies supporting the desired, rural character.

Based on these fundamental principles, additional assumptions were developed to guide planning policy toward Glendale's desired status in 2040. There will be increased population in the city and MPA, with an estimated 100,000 additional residents. About half of the increment is projected to occur within the current city limits, while the other half is estimated outside current city limits, primarily west of 115th Avenue.

1.7 Planning Principles

Glendale's comprehensive, citizen-driven planning approach establishes basic principles that assist in translating Assumptions and Element goals into progressive community action.

- Recruit and facilitate location of high-paying jobs in the City of Glendale
- Implement the functional plans for parks and recreation, transportation, and City Center with improvements benefiting all citizens
- Pursue a balance of jobs to housing in the community by increasing local employment and thereby reducing travel demand and improving life quality
- Deliver additional public services in advance of demand while continuing to provide high quality services to neighborhoods and residents
- Practice sound water resource management that protects adequate supplies, assures high quality, encourages conservation and is strategically positioned to accommodate planned growth
- Partner with Luke Air Force Base to support its mission and guide compatible land use patterns, including low residential densities west of 115th Avenue

1.8 General Plan Administration

The purpose of this section is to provide administrative direction, criteria and procedures for compliance with State Statutes, including Growing Smarter/Plus legislation, and a template for local zoning ordinance consistency. Further direction is provided for General Plan monitoring, amendment and updating in the Glendale Zoning Ordinance.

General Plan Adoption

In accordance with Arizona Revised Statutes (9-461.06), the Glendale General Plan, once ratified by the voters, is effective for up to ten years. The General Plan can be updated or readopted at any time at the discretion of the City; however it must be updated or readopted within ten years from the date of adoption. As conditions change (including demographic shifts, expansions to the MPA, or the emergence of new economic trends), the General Plan will require a comprehensive update.

As a new General Plan, Growing Smarter legislation requires that the City of Glendale voters approve **Envision Glendale 2040**. At a minimum every ten years, a new General Plan or the currently effective General Plan shall be submitted for voter adoption or readoption. Major amendments to the General Plan are not required to be submitted to the voters by State Statute, but must be approved by a two-thirds majority vote of the City Council as further detailed in the following Major Amendment subsection.

The process of General Plan adoption entails four key steps. The General Plan is provided, for a review period of at least 60 days, to outside agencies including neighboring municipalities, Maricopa County, Maricopa Association of

Governments, and the Arizona Commerce Authority. The Glendale Planning Commission reviews the General Plan over two or more public hearings held at different locations within the City thereby enhancing citizen accessibility to review sessions. Third, the Glendale City Council also holds a public hearing for final public comment. Upon City Council approval, the General Plan is submitted to the voters for ratification. If the voters do not approve the proposed General Plan, the current General Plan will remain in effect until a new, revised or resubmitted General Plan gains voter approval.

Relationship to Other Plans

Functional plans, such as the Transportation Plan, or plans specific to designated sub-areas of the City, add detail to the broad goals, objectives and policies of **Envision Glendale 2040**. Adopted interrelated plans are incorporated by reference into the General Plan and include such documents as the City Center Master Plan, the Arrowhead Ranch Specific Plan, the North Valley Specific Area Plan and the Loop 101 Scenic Corridor. Broad principles derived from pending planning studies are recognized where community consensus is evident. Western Area Plan generalized land use patterns, for instance, delineate that designated Growth Area.

The General Plan provides comprehensive direction across 21 General Plan Elements. Other, detailed adopted "Plans" (e.g., Area Plans, Specific Plans, Neighborhood Plans) serve to implement the General Plan, are meant to be consistent and provide refinements for individual geographic areas of Glendale's MPA.

All adopted plans are intended to integrate with the General Plan. Where greater detail and direction is provided in these plans, such directions shall prevail and will be followed in implementing the City's adopted plans. When more detailed, specific plans are found to be clearly inconsistent with the goals, objectives, recommendations or provisions of the General Plan, the General Plan guidance will be followed and the more specific planning document will be programmed for amendment or update to resolve identified inconsistencies. Final interpretations of consistency are the responsibility of the Planning Director.

General Plan Amendments

Frequent changes to the adopted General Plan are both ill-advised and, now, statutorily restricted. The General Plan was prepared with extensive public input and thorough analysis of existing conditions and community needs. Permitting multiple, uncoordinated alterations undermines the community's investment in the planning process and is counter-productive to achieving the long term, agreed upon vision for Glendale.

There are two types of General Plan Amendments, major and minor. A major amendment is a revision to the General Plan text or Land Use Map that has far-reaching consequences on the use of land areas, development demand on available infrastructure and/or substantially alters property owners' rights for achieving residential density or development intensity. A minor amendment is any other desired revision to the General Plan map or text that does not meet the criteria for major amendment that are explained below.

Major General Plan Amendment

General Plan major amendments are governed by Arizona Statutes, ARS 9-461.06, D and G. The statutes allow major amendments to the General Plan once per year. The Planning Commission shall hold two or more public hearings on the major amendment at different locations. A two-thirds vote by the City Council is required to approve a major amendment. Furthermore, the statute defines a major General Plan amendment as a substantial alteration of the municipality's land use mixture or balance as established in the municipality's General Plan land use element.

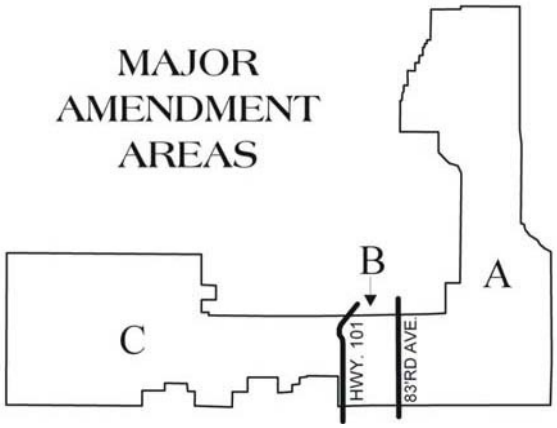
Planning Statutes require municipalities to define the criteria to be used in determining if a proposed plan amendment effects a substantial alteration of the municipality's land use mixture or balance as established by the adopted General Plan.

Major Plan Amendments may be proposed to the Land Use Map and text of the General Plan.

General Plan Major Map Amendment

There are two criteria to determine if a map amendment is a General Plan major map amendment: land use and infrastructure.

Land Use Criteria



For the purpose of determining if a map amendment meets criteria for a major map amendment, the City is divided into three areas of similar level of development, as shown on the Major Amendment Areas Map, to the right. Area A (the eastern portion of the City to 83rd Avenue) has the greatest level of land developed. Land Use changes on small parcels can result in a substantial alteration of land use mixture or balance. Area B (that area from 83rd Avenue to Loop 101) is a developing area with larger parcels. Land Use changes of larger parcels can result in a substantial alteration of balance. Area C (that area west of Loop 101) is a generally undeveloped area. Land use changes on very large parcels can result in a substantial alteration of balance. **Table 1, General Plan Map Amendment, Major/Minor** sets forth the land use criteria to determine what is a General Plan major map amendment.

The following chart illustrates the degree of change in residential density or other General Plan land use category and the extent of affected land area that are defined as criteria for determining a Major Amendment to the General Plan. Minor Amendments, addressed in the following subsection, are also included for comparison.

Table 1. General Plan Map Amendment, Major/Minor

DESIGNATIONS	MAJOR AMENDMENT		MINOR AMENDMENT
Requested Change	East of 83rd Avenue (AREA A)	Between 83rd Avenue and Highway 101 (AREA B)	West of Highway 101 (AREA C)
LDR 0-1 to LDR 1-2.5 or LDR 1-2.5 to LDR0-1	40 or more acres	160 or more acres	320 or more acres
	Less than 40 acres *	Less than 160 acres *	Less than 320 acres *
MDR 2.5-3.5 to MDR 3.5-5.0 or MDR 3.5-5.0 to MDR 2.5-3.5	40 or more acres	160 or more acres	320 or more acres
	Less than 40 acres *	Less than 160 acres *	Less than 320 acres *
MHDR 5-8 to MHDR 8-12 or MHDR 8-12 to MHDR 5-8	40 or more acres	160 or more acres	320 or more acres
	Less than 40 acres *	Less than 160 acres *	Less than 320 acres *
HDR 12-20 to HDR 20-30 or HDR 20-30 to HDR 12-20	40 or more acres	160 or more acres	320 or more acres
	Less than 40 acres *	Less than 160 acres *	Less than 320 acres *
LDR 0-1 or LDR 1-2.5 to MDR 2.5 – 3.5 or MDR 3.5-5	40 or more acres	160 or more acres	320 or more acres
	Less than 40 acres *	Less than 160 acres *	Less than 320 acres *
MDR 2.5-3.5 or MDR 3.5-5 to LDR 0-1 or LDR 1-2.5	40 or more acres	160 or more acres	320 or more acres
	Less than 40 acres *	Less than 160 acres *	Less than 320 acres *
MDR 2.5-3.5 or MDR 3.5-5 to MHDR 5-8 or MHDR 8-12	40 or more acres	160 or more acres	320 or more acres
	Less than 40 acres *	Less than 160 acres *	Less than 320 acres *
MHDR 5-8 OR MHDR 8-12 TO MDR 2.5-3.5 OR MDR 3.5-5	40 or more acres	160 or more acres	320 or more acres
	Less than 40 acres *	Less than 160 acres *	Less than 320 acres *
MHDR 5-8 to MHDR 8-12 to HDR 12-20 or HDR 20-30	40 or more acres	160 or more acres	320 or more acres
	Less than 40 acres *	Less than 160 acres *	Less than 320 acres *
HDR 12-20 to HDR 20-30 to MHDR 5-8 or MHDR 8-12	40 or more acres	160 or more acres	320 or more acres
	Less than 40 acres *	Less than 160 acres *	Less than 320 acres *
LDR 0-1 or LDR 1-2.5 to MHDR 5-8, MHDR 8-12, HDR 12-20, or HDR 20-30	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *
MHDR 5-8, MHDR 8-12, HDR 12-20, or HDR 20-30 to LDR 0-1 or LDR 1-2.5	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *
MDR 2.5-3.5 or MDR 3.5-5 to HDR 12-20 or HDR 20-30	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *
HDR 12-20 or HDR 20-30 to MDR 2.5-3.5 or MDR 3.5-5	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *
LDR 0-1, LDR 1-2.5, MDR 2.5-3.5, MDR 3.5-5, MHDR 5-8, MHDR 8-12, HDR 12-20, or HDR 20- 30 to PC, GC, EMU, CCC, OFC, BP, LI, HI or I	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *
PC, GC, EMU, CCC, OFC, BP, LI, HI or I to LDR 0-1, LDR 1-2.5, MDR 2.5-3.5, MDR 3.5-5, MHDR 5-8, MHDR 8-12, HDR 12-20, or HDR 20-30	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *
PC, GC, EMU, CCC, OFC, BP, LI, HI, or I to PC, GC, EMU, CCC, OFC, BP, LI, HI, or I	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *
LDR 0-1, LDR 1-2.5, MDR 2.5-3.5, MDR 3.5-5, MHDR 8-12, HDR 12-20, or HDR 20-30 to PF, EDU, POS, or LCLU	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *
PF, EDU, POS, or LCLU to LDR 0-1, LDR 1-2.5, MDR 2.5-3.5, MDR 3.5-5, MHDR 5-8, MHDR 8-12, HDR 12-20, or HDR 20-30	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *
PC, GC, EMU, CCC, OFC, BP, LI, HI, or I to PF, EDU, POS, or LCLU	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *
PF, EDU, OS, or LCLU to PC, GC, EMU, CCC, OFC, BP, LI, HI	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *
PF, EDU, POS, or LCLU to PF, EDU, POS, or LCLU	20 or more acres	80 or more acres	160 or more acres
	Less than 20 acres *	Less than 80 acres *	Less than 160 acres *

* *The Planning Director may determine an amendment as "major" if it is less than the minimum areas in the above table but: 1) the infrastructure demands are not offset by private investment or privately-constructed extensions or expansions to publicly-provided systems: and/or 2) the change has a substantial impact on the neighborhood or on furthering the goals of the General Plan.*

Infrastructure Criteria

Land use changes and amendments to the General Plan can have a range of impacts on public infrastructure. Substantial additional demand for public infrastructure alone should not be the basis for determining a proposed amendment to be "major." However, a General Plan amendment and rezoning request that would place significant cost burdens on regional, municipal or private utility systems may be considered a major amendment. That is, where available capacities or funded capital investments for expansion (e.g., roads, water, sewer, power) are insufficient to support the proposed development, the applicant would be required to pay for necessary improvements. Major amendment would be called for if infrastructure needs are not demonstrated to be covered.

General Plan Major Map Amendment Process

The City of Glendale, in accordance with State statutes, will consider General Plan major map amendments at a single public hearing during the calendar year the proposal is made. The Planning Director is responsible for determining major and minor map amendment status if the parcel is less than the minimum area listed in **Table 1, General Plan Map Amendment, Major/Minor** but infrastructure demands are not off-set by private investment or extensions to public system and there would a substantial impact on the neighborhood.

Application for a General Plan Major Map Amendment will be in accordance with City policies and procedures. The Planning Department is the lead agency to process the amendment request. This Department will provide the necessary forms and information.

Public participation is critical to the processing of a major map amendment. The current Citizen Participation Ordinance will be followed to achieve a high level of citizen participation.

The following is the basic process for a General Plan Major Map Amendment:

- Applicants will attend a pre-application meeting prior to submitting an application.
- Applications will be accepted from March 1 to April 30 for processing within that calendar year.
- At least sixty days before the major map amendment is noticed for the first Planning Commission Public Hearing, the Planning Department will transmit the proposal to the Planning Commission and City Council and submit a copy, for review and further comment, to Maricopa County Planning and Development Department, adjacent municipality(s), Maricopa Association of Governments , Arizona Commerce Authority, Arizona Department of Water Resources (if appropriate), Luke Air Force Base (if appropriate) and anyone who requests it.
- All major map amendments require two Planning Commission public hearings at different locations prior to the City Council public hearing.
- City Council public hearings to consider major map amendments will occur between October 1 and December 31 within the calendar year the application was submitted.
- State Statutes require a two-thirds majority vote by City Council to approve a major map amendment.

General Plan Minor Map Amendment

General Plan Minor Map Amendments may be processed concurrently with applications for rezoning subject to City policies and procedures. Minor map amendments are all General Plan map amendments not deemed as major using the land use and infrastructure criteria. Minor map amendments include any residential density subcategory change within the same residential category.

Text Amendment

Revisions to the General Plan text that help to clarify and implement the General Plan are a General Plan minor text amendment. However, any text amendment that would change the dwelling unit density or intensity of development would be a major text amendment. The General Plan major text amendment would be required to follow the same process as for a General Plan major map amendment. Minor General Plan text amendments will follow the policies and procedures as set forth by the Planning Department.

Annual General Plan Report Required by ARS 461.07.A.2.

The Glendale Planning Department is responsible for compiling an annual report monitoring the status of the General Plan. Included in the analysis should be an assessment of the validity of the goals and policies. Problem areas or suggested updates should be detailed.

The Planning Commission actively participates in the review of the General Plan. The Commission should provide recommendations to the Department and City officials on suggested Plan refinements.

Please see the next page.

2.1 GROWTH AND DEVELOPMENT THEME OVERVIEW

The Growth and Development Theme Elements represents Glendale's physical framework for sustaining community values and directing future growth consistent with General Plan Goals. Including the basics of transportation and land use planning, opportunities are outlined to build on geographic, economic and demographic advantages. Achieving preferred balance among jobs, housing and shopping serves as the overriding municipal development principle.

Recommended improvements are incorporated in each element of this theme. Specific objectives highlight upgrades in traffic flow, community appearance, and citizen convenience throughout the City, not just in Growth Areas. Goals address, first and foremost, ways to sustain the wholesome community image that Glendale has maintained for more than a century.

Functional master plan approaches are in place to guide key municipal development areas. The elements that make up the Growth and Development Theme are:

- Land Use Element
- Housing Element
- Growth Areas Element
- Urban Design Element
- Military and Aviation Element

Land Use Element

Locational placements for private and/or public development investment are coordinated on the Land Use Map. It is not a zoning map, but it does reflect the types and intensities of current land uses as well as intended development massing with which future zoning decisions are expected to be consistent. Proposed patterns reflect logical timing, in phases, to accomplish orderly, cost-beneficial growth. They also incorporate buffering techniques that protect existing neighborhoods and insulate sensitive facilities or natural features from inappropriate development incursions.

City of Glendale commitments to municipal growth focus on enhancing residential, commercial and institutional quality and sponsoring moderate, manageable expansion. The General Plan's inherent flexibility allows for creativity. However, it guards against significant departures from residents', landowners' and businesses' expectations of compatible, accessible, and acceptable use of property.

Housing Element

The Housing Element provides goals and policies for maintaining an attractive and appropriate housing stock in Glendale, and ensuring a future housing stock to support the growing population in the City. As the City continues to grow, it will be important to have adequate housing for all income levels and to support people at various stages in their lives, from first-time home buyers to the elderly.

Growth Areas Element

Glendale has several areas where growth has been consistent, and where future growth is anticipated. These areas help to drive Glendale's economy and provide resources to the City's population to support future population growth. The Growth Areas Element addresses several areas throughout the City where growth is expected to occur in the future and the character of development that should occur in these areas to achieve the City's goals.

Urban Design Element

The Urban Design Element is complementary to other elements such as the Land Use Element and Historic Preservation and Design Element, which is a part of the Community Preservation and Revitalization Theme. It provides vision and direction on the look and feel of future development and growth that should protect and enhance the character of Glendale and its unique neighborhoods.

Military and Aviation Element

The Growth and Development Theme includes a new element, the Military and Aviation Element. It is widely known the importance that Luke Air Force Base has, not only in the city, but in the region and the state. Recognizing the economic importance of Luke, this update establishes a new element with specific goals and policies to enhance and protect the economic vitality of Luke. Goals and policies related to land use protections for Luke can still be found in the Land Use Element of this document. Finally, this new Military and Aviation element also recognizes the importance of general aviation and the role of the Glendale Municipal Airport in achieving economic prosperity. Therefore, this element also includes Goals and Policies related to the protection and promotion of the Glendale Municipal Airport.

2.2 LAND USE ELEMENT

The purpose of the Land Use Element is to guide development in an orderly manner while balancing growth with community asset preservation. The General Plan designates the location and extent of land use types for both private (residential, commercial and industrial) and public (education, recreation, open space and public buildings) land. For private land uses, the General Plan also provides density and intensity for the various land use categories. The aim is to foster quality growth in the Glendale economy with livable neighborhoods that are accessible to good jobs, shopping, opportunities for learning, culture and recreation.

Planning considerations include preserving and revitalizing the built-up portions of the city, striving for economic development in designated Growth Areas and influencing intelligent land use decisions in the Municipal Planning Area (MPA) beyond the current city boundaries west of 115th Avenue. Stewardship of the land resource is also one of the General Plan's keystones.

General Development Patterns

The City's current land use patterns reflect remarkable order. Commercial and employment locations are evenly spaced. Residential densities transition from core areas and transportation corridors to form protected, distinct neighborhood units. The allocation of public facilities and services respond generally to community needs.

Agricultural use has preceded much of the City's urban development over more than a century. By 2001, most productive farmland within the existing Municipal Planning Area had been absorbed or was in the planning stages for urban development.

State legislation sought in 2001 to protect the continuing mission of Luke Air Force Base (Senate Bill 1525) by maintaining a low intensity land use pattern within the 65dBn noise contours existing beyond the Base, itself. This designation, as it is implemented, restricts the extent of urbanizing development in much of the Municipal Planning Area beyond the current City limits. However, these restrictions do not affect any permitted underground storage. Other lands west of 115th Avenue are being withheld from development because of continuing profitable farming uses or constraints such as designated floodplains.

Future Land Use

Table 2 illustrates the composition of Glendale's use of land. This comparison is done for the developed portion of the MPA, east of 115th Avenue. For comparison purposes, existing land use proportions are contrasted with future land use potential as illustrated on the Land Use Diagram (Figure 2). The data shows the allocation of existing land use in 2014 reflects a predominantly residential development pattern (52.0%). Commercial and office uses account for 7.2%. Industrial development is somewhat limited (3.4%) and primarily focused along the Grand Avenue Corridor area. While the table shows build-out (all lands in this area developed), it is likely that some land will remain vacant as of the Year 2040.

Table 2. **Urbanized Area Land Use Comparison***

Type	2014 Existing Use %**	2040 Planned Use %
Single Family Low Density Residential (< 1 du/ac)	3.0%	1.1%
Single Family Medium Density Residential***	7.9%	22.3%
Single Family High Density Residential****	36.3%	30.9%
Multi-Family Residential	4.8%	6.6%
Office	1.0%	6.5%
Commercial	6.2%	9.7%
Industrial	3.4%	4.9%
Mixed-Use	0.0%	2.0%
Institutional	2.3%	0.5%
Educational	4.5%	4.3%
Public Facility	3.9%	3.3%
Public Open Space	9.6%	7.9%
Transportation*****	4.5%	0.0%
Vacant******	6.1%	0.0%
Agricultural	6.5%	0.0%
Total	100.0%	100.0%

Source: Maricopa Association of Governments (MAG), 2014; Matrix Design Group, 2016
du/ac = dwelling units per acre

** East of 115th Avenue*
*** Represents most current data available from MAG*
**** For Existing Use, it is 1 to 4 du/ac; for Planned Use, it is 1 to 3.5 du/ac*
***** For Existing Use, it is greater than 4 du/ac; for Planned Use, it is 3.5 to 8 du/ac*
****** MAG counts roads as a land use category while the Glendale General Plan does not*
******* All areas receive a future use designation; however, it is acknowledged that vacant land will exist in 2040*

Land is available for future use in all sectors of the City. In the mature, established part, however, build-out is approaching, as there is little vacant residential or commercial property, but some underutilized industrial land in the triangle between Grand, Camelback and 59th Avenue. Substantial acreages west of the City limits are vacant or in agribusiness uses. As open lands throughout the MPA are reduced (i.e., vacant or agricultural land developing to urban uses), City goals for more diverse economic development may be achieved. Also, although State law prohibits indicating private land as "open space" without the property owner's written approval, the proportion of available open space is likely to decrease as a result of standards for reserved space in developing areas.

Growth Accommodation

As growth continues, land absorption will be guided in a manner consistent with General Plan goals. Although residential development will remain the largest user of land, the Land Use Diagram is intended to reflect the established development pattern of Glendale with strategic additions through new development. The Land Use Diagram translates the goals and policies of the Land Use Element, along with other key elements (Growth Areas, Economic Development, Circulation) into a desired, more balanced future community.

General Plan Catagories

Residential

- LDR 1 - Low Density Residential 0 - 1 du/ac
- LDR 2.5 - Low Density Residential 1 - 2.5 du/ac
- MDR 3.5 - Medium Density Residential 2.5 - 3.5 du/ac
- MDR 5 - Medium Density Residential 3.5 - 5.0 du/ac
- MHDR 8 - Medium-High Density Residential 5.0 - 8.0 du/ac
- MHDR 12 - Medium-High Density Residential 8.0 - 12.0 du/ac
- HDR 20 - High Density Residential 12.0 - 20.0 du/ac
- HDR 30 - High Density Residential 20 - 30.0 du/ac

Office

- OFC - Office
- BP - Business Park

Commercial

- GC - General Commercial
- PC - Planned Commercial

Industrial

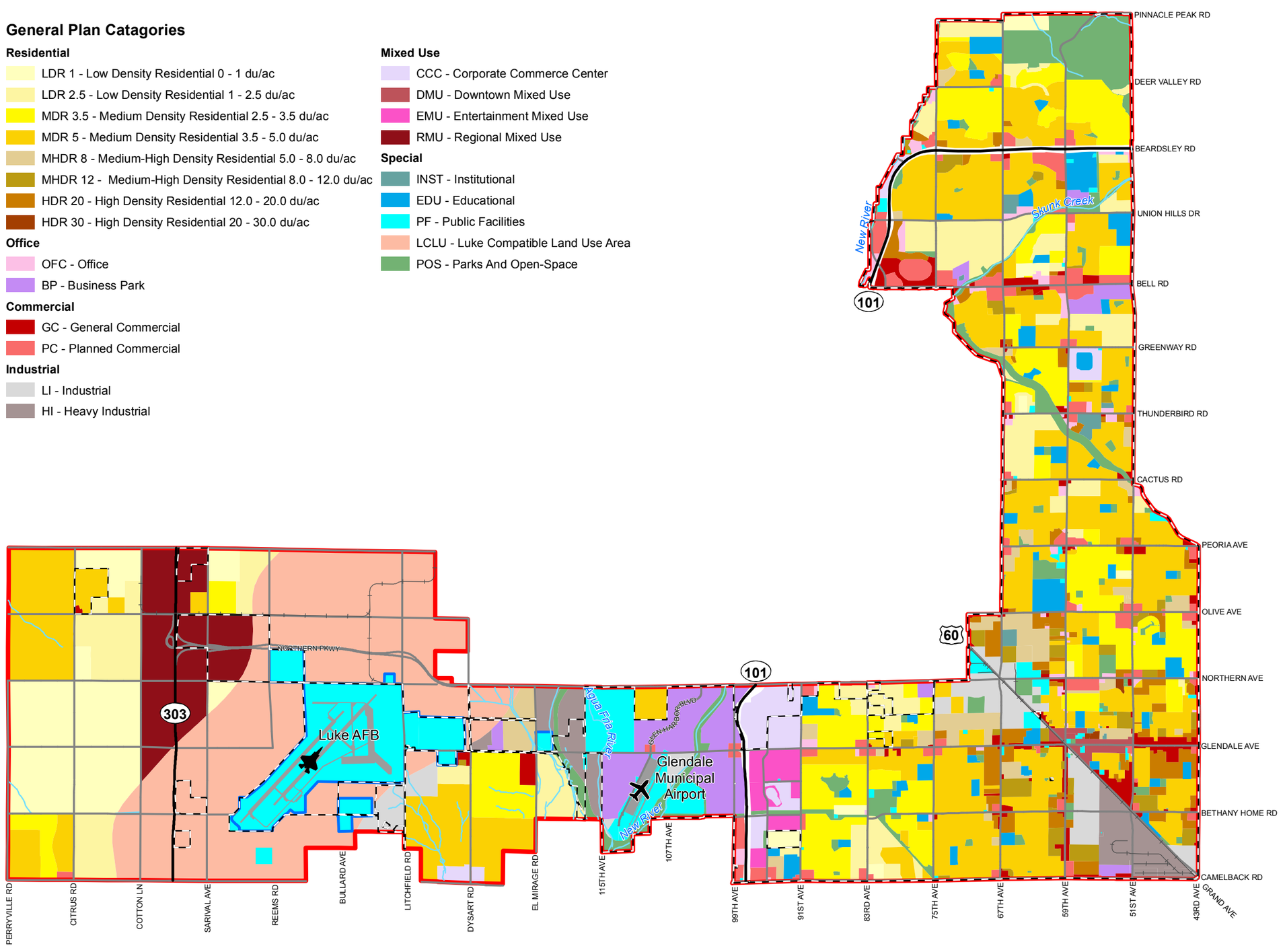
- LI - Industrial
- HI - Heavy Industrial

Mixed Use

- CCC - Corporate Commerce Center
- DMU - Downtown Mixed Use
- EMU - Entertainment Mixed Use
- RMU - Regional Mixed Use

Special

- INST - Institutional
- EDU - Educational
- PF - Public Facilities
- LCLU - Luke Compatible Land Use Area
- POS - Parks And Open-Space



ENVISION GLENDALE 2040

Legend

- Glendale City Limits
- Glendale Municipal Planning Area
- Luke Air Force Base
- Freeway / Highway
- Arterial
- Railroad
- River / Creek
- Luke AFB
- Airport

Source: Glendale Planning Department, 2014.

Matrix DESIGN GROUP

0 ½ 1 2 Mile

Figure 2

Glendale General Plan Land Use Diagram

Please see the next page.

The types and densities of future land uses build on the existing patterns and reflect the community's desire to emphasize employment and service sectors. The emphasis on job creation, employment opportunity and enhanced retail and entertainment is a reflection of citizen inputs. Employment uses are focused in two key areas -- City Center and the western area, in addition to being distributed across all portions of the MPA. Various types of commercial uses and residential growth are planned to accompany employment centers to provide for sustainable, efficient land use patterns. The Land Use Diagram designates land use for the entire MPA, consistent with statutory requirements.

Land Use Designations

The land uses shown on the General Plan Land Use Diagram (Figure 2) are grouped into six land use types: residential, office, commercial, industrial, mixed use and special uses. The following provides a description of each of the land use designations that fall under each of the six land use types. When reviewing each designation, the following key terms are used as defined below.

Density. For residential uses in this element, the intensity of development is regulated by providing a minimum and maximum density. Density for residential uses are stated as the allowable range of dwelling units per gross acre. The term "gross acre" includes all land (including streets and rights-of-way) designated for a particular residential use, while net acreage excludes streets and rights-of-way. In urban areas, net acreage is normally 20 to 25 percent less for a given area than gross acreage. In rural areas and open space areas, the difference between net and gross can be as low as five percent.

A) Residential

A balanced mix of housing types provides the variety necessary to fulfill the housing needs of our community. The following designations cover housing types that run from large-lot single family homes to high density multi-family uses such as apartments and condominiums. For each residential designation, a maximum density is specified by the number that follows the designation. For instance, LDR 1 refers to low density residential with a maximum density of 1.0 dwelling unit per acre (du/ac).

LDR Low Density Residential

The Low Density Residential designations accommodate semi-rural large lot development with generous setbacks from streets, large setbacks between residential dwelling units, and promote a viable, semi-rural setting. Livestock privileges may be a part of this character. Areas in this category are generally larger lots with accessory structures that may be used for livestock. These designations also occur where extension of urban infrastructure services may be limited and agricultural uses may continue. The density of these land use designations is as follows:

LDR 1 Up to 1.0 du/ac

LDR 2.5 Up to 2.5 du/ac

MDR Medium Density Residential

The Medium Density Residential designations provide for a suburban lifestyle with planned single family residential communities. For larger planned developments, these residential areas may also include open space, recreation and cultural opportunities, schools, churches and neighborhood facilities. Medium density residential areas comprise the majority of residential land in the city. The density of these land use designations is as follows:

MDR 3.5 Up to 3.5 du/ac

MDR 5 Up to 5.0 du/ac

MHDR ***Medium-High Density Residential***

The Medium-High Density Residential designations allow for a combination of single family attached and detached dwellings, duplexes and multi-family dwellings. The variety of housing types may be in planned and cluster development settings. Substantial common open space for visual relief and recreation amenities that would serve residents would be typical of these developments. The density range of these designations is as follows:

MHDR 8 Up to 8.0 du/ac

MHDR 12 Up to 12.0 du/ac

HDR ***High Density Residential***

The High Density Residential designations provides for multi-family dwellings that may include multi-story structures. These designations would allow for townhouses, condominiums and apartments. Substantial common open space, recreational amenities and on-site support facilities would be provided to serve residents. The density of these land use designations is as follows:

HDR 20 Up to 20.0 du/ac

HDR 30 Up to 30.0 du/ac

B) Office

The office land use designations accommodate types of development to allow for varying scale and intensity of employment uses. Uses in this designation are typically characterized by planned regional employment developments, professional office developments and campus style business parks.

O ***Office***

The Office designation provides sites for professional offices and associated office support services that are generally quiet with low to moderate traffic volumes. Office sites are to be integrated, through design and siting, with adjacent residential and commercial activities. Typical office developments have their own driveways, parking areas, identification signs and landscaping. Developments with more than one building share a common architectural theme, as well as a landscape theme, identification signs, parking and driveways.

BP ***Business Park***

The Business Park designation is intended to encourage large-scale campus style development which includes increased amenities such as attractive streetscapes, enhanced landscaping, functional pedestrian connectivity, and usable gathering places. This category provides employment areas that are compatible with adjacent or surrounding land uses and promotes an efficient circulation system including the separation of pedestrian traffic from vehicular traffic. Business Park designated areas provide for the development and accommodation of administrative and research industries, offices, and limited manufacturing and support services. Business Parks are intended to provide an efficient circulation system and reduce trip generation/vehicular traffic off-site by development and perpetuation of mixed-use activity within the project.

C) Commercial

The commercial land use designations accommodate numerous types of development to allow for varying scale and intensity of uses. These types of uses are generally characterized by infill type development on individual parcels, commercial center developments, master planned developments, and regional level destination developments. Commercial activity is to be guided into distinct nodes at the intersections of major thoroughfares throughout the city, as well as along major thoroughfares in defined commercial corridors.

GC General Commercial

The General Commercial category designation provides for commercial nodes on individual parcels. The intent of General Commercial is to provide development types on a single site, which through sensitive and creative building design, orientation of buildings, access, lighting, signs, parking, landscaping and adherence to neighborhood scale, is compatible with adjacent neighborhoods.

PC Planned Commercial

The Planned Commercial designation provides for commercial retail development that is planned, constructed and operated as a single entity. The intent is to provide neighborhood, community and regional destination shopping that incorporate a pedestrian orientation within the development. Planned Commercial projects require a master development plan to show the relationship between buildings, driveways and internal circulation, pedestrian circulation, gathering areas, parking and landscaped areas. Planned Commercial accommodates several retail businesses within one or more functionally related buildings that share a common architectural theme. These businesses share driveways, identification signs, parking, and a common landscaping theme. Key factors for commercial activity are: minimize development and land use conflicts, maintain appropriate transportation access and parking, ensure development where adequate municipal services are present, and provide community connectivity and convenience.

D) Industrial

The industrial land use designations allow warehousing, manufacturing and processing businesses to be located in designated employment centers. These designations are typically characterized as development that due to noise, odor generation, or some other special considerations, are not appropriate for a Business Park. These categories accommodate a wide variety of business sizes and types and include planned and unplanned business activity areas. The areas designated for industrial uses have adequate transportation and activity access with an emphasis on minimal conflict with existing adjacent land uses.

LI Light Industrial

The Light Industrial designation is intended to provide areas for the development and perpetuation of light industrial activity involving light manufacturing, assembling, warehousing, and wholesale activities and the associated office space and support uses. The area designated for Light Industrial have adequate transportation and infrastructure access with an emphasis on minimal conflict with existing adjacent land uses.

HI ***Heavy Industrial***

The Heavy Industrial designation is intended to provide for capital-intensive operations that manufacture or fabricate products within enclosed or partially enclosed structures. Heavy Industrial provides for the development and accommodation of intense industrial activity involving manufacturing, warehousing, assembly, and storage characterized by open space uses/or storage, industrial processes. These industrial activities involve significant amounts of noise, heat, mechanical and chemical processing, large amounts of materials transfer, and large-scale machinery and structures.

E) Mixed Use

The mixed use designations are designed to provide flexible guidance to allow for the development of projects that can meet a range of needs and accommodate land use mixes that encourage the development of exciting and innovative urban and suburban environments. These designations are often characterized by more compact and/or intense development and allow for uses from multiple categories to encourage live-work-play environments. The various mixed use categories are generally located in corridors or nodes to promote destinations for shopping, dining, entertainment, employment and residential, and are intended to be located in areas with excellent transportation resources.

Table 2 provides a description of the land use designations, as defined in this element, that are allowed within each Mixed Use designation. An explanation of each land use designation can be found throughout the Land Use Designation section in this element.

Table 3. **Uses Allowed in Mixed Use Designations**

Type	CCC	DMU	EMU	RMU
Residential	HDR 20 HDR 30	MHDR 12 HDR 20 HDR 30	HDR 20 HDR 30	Consistent with Luke AFB Graduated Density Concept • 2 du/ac half mile from 65 dB noise contour • 4 du/ac one mile from 65 dB noise contour • 6 du/ac three miles from 65 dB noise contour
Office	O	O	O	O BP
Commercial	PC	PC	PC	PC
Industrial	n/a	n/a	n/a	n/a
Special Land Uses	EDU INST LCLU PR PF	EDU INST LCLU PR PF	EDU INST LCLU PR PF	EDU INST LCLU PR PF

For each Mixed Use designation, the designation describes the character of the development preferred by the community, including a desired mix of land uses. The desired mix provides a target for the various land use types allowed. While some variation from these targets may be allowed based on project review, these targets define the general desire for Mixed Use projects.

CCC Corporate Commerce Center

The Corporate Commerce Center designation provides for the development of mixed-use employment centers with complimentary community and specialty retail, hotels, restaurants, major medical facilities, entertainment and destination uses serving the region. Integrated urban character housing is permitted in limited quantities.

The desired land use mix is 15% residential, 55% office, and 30% commercial (retail). Special Land Uses will be allowed as appropriate for the site and area, and will be deducted from the overall land use mix.

DMU Downtown Mixed-Use

The Downtown Mixed-Use designation is generally bound by Glenn Drive to the north, Lamar Road to the south, 51st Avenue on the East and 59th Avenue on the west. The DMU encourages a mix of residential uses and commercial activities in the historic downtown. It is intended that the City's historic mixed-use (residential and retail commercial core), with attractive storefronts that are highly visible to those traveling along Glendale Avenue, will continue. Mix of uses should include vertical and / or horizontal retail and residential integration in order to create a synergy of live / work community opportunities, reducing vehicular focus and enhancing the pedestrian experience.

The DMU designation allows single-family attached and multi-family residential units provided residential development is a minimum of 12 dwelling units per acre. The DMU also allows General Commercial uses.

As the Downtown is an infill area, no land use mix targets are defined.

EMU Entertainment Mixed-Use

The Entertainment Mixed Use designation provides for regional level sports, entertainment and employment centers, including public gathering sites with related commercial and public/quasi-public amenities for the benefit of the community. Land uses include large-scale projects such as arenas, stadiums, amphitheaters, public gardens, public plazas, parking garages, offices, retail establishments, and urban style housing. Unified architecture and landscaping, and public art characterize this type of use.

As the EMU designation is designed to support unique developments with both a local and regional appeal, no desired land use mix is defined, but a wide range of commercial and office uses is expected. The EMU designation allows multi-family residential units provided residential development is a minimum of 18 dwelling units per acre. The EMU also allows General Commercial uses. Single-family attached or detached structures are not permitted in the EMU land use category.

RMU ***Regional Mixed-Use***

The Regional Mixed Use designation is designed to encourage new, multi-modal, mixed-use development in regionally significant areas. RMU's land use designation permits a cohesive, large-scale, mixed-use planned development fostering urban, multi-modal opportunities. RMU developments accommodate a variety of complementary uses, both physically and functionally integrated, including: commercial, employment, residential, open space, and other supportive land uses.

RMU is intended to support relatively intensive use of land with a compact urban form, and should provide complimentary commercial and employment cores with supporting service, tourism and cultural land uses.

As the RMU designation is designed to support unique developments with both a local and regional appeal, no desired land use mix is defined, but a wide range of commercial and office uses is expected. Developments will be designed to make the highest and best use of exposure to the 303 highway corridor.

Residential densities within the Luke AFB Graduated Density Concept area will be limited accordingly.

F) Special Land Uses

These land use categories generally provide support to the residential, commercial, employment and industrial categories. The special use land use categories involve public facilities, schools, institutional and parks/open space. The Luke Compatible Land Use Area is unique and very special since that land use category provides for a growth area with uses that will be in keeping with the mission of Luke AFB.

EDU ***Educational***

The Educational designation is used for school campuses and their attendant open spaces (playgrounds, ball-fields, tennis courts, etc.). The designation includes all public and private elementary, middle, junior high, and high schools, and college campuses.

INST ***Institutional***

The Institutional category designation provides for large-scale public, quasi-public or private facilities such as public or private hospitals and assisted living facilities.

LCLU ***Luke Compatible Land Use Area***

The Luke Compatible Land Use Area designation is applied to lands surrounding Luke AFB that are delineated by the 1988 Air Installation Compatible Use Zone (AICUZ) 65 Ldn noise contour. The General Plan recognizes and supports the state legislation related to the continued, viable operations of military installations. Permitted uses shall follow the Arizona land use compatibility requirements and Arizona Revised Statute 28-8481.

POS ***Parks and Open-Space***

The Parks and Open-Space designation identifies existing and planned City parks, open-space sites and corridors intended for public recreation and resource conservation. Primary riparian and conservation lands that are managed by a governmental, land trust, or similar institution can also be designated POS. Riparian corridors designated POS include the Agua Fria/New River system, the Arizona Canal Diversion Channel/Thunderbird Paseo corridor, Skunk Creek corridor, and Grand Canal Linear Park.

Open space designations, while needed west of 99th Avenue, are generally not shown due to statutory restrictions related to designating private land as open space. Parks and open space allocations will be implemented as a component of development approvals as urbanization occurs. Further definitions of parks and open space can be found in the Glendale Parks and Recreation Master Plan.

PF ***Public Facility***

The Public Facility designation identifies land presently in quasi-public, public and municipal use for facilities and infrastructure support. Such facilities include the municipal airport, landfill, public library facilities, City offices, public parking lots and structures, civic centers, cemeteries, infrastructure, both public and quasi-public utility sites, and other similar public and quasi-public uses.

Goals and Policies

Glendale citizens support continued, moderate growth with a clear intent to preserve existing neighborhoods. There is a preference for expanded proportions of commerce and employment-related land uses. Housing development should offer a variety of living options that will help to attract new business.

Glendale's land use goals and policies envision a full-service, balanced community for the future. They stress the importance of retaining a distinctive identity as positive change is accomplished. The City's image as an excellent place to live, work and play is promoted in the overall strategy for preserving, adding and blending compatible types and intensities of development.

Goal LU-1	Development is guided by sound growth management.

Policy LU-1.1 The City shall ensure that sufficient infrastructure is in place for desired land uses.

Policy LU-1.2 The City shall prepare and adopt specific plans for areas and neighborhoods.

Policy LU-1.3 The City shall work with adjacent jurisdictions to promote compatible land use.

Policy LU-1.4 The City shall actively monitor land absorption by land use type.

Policy LU-1.5 The City shall tie development approvals to availability of infrastructure, both existing and proposed as part of a development.

Goal LU-2	There are transition and buffer areas between unrelated land uses.

Policy LU-2.1 The City shall ensure that all new development near Luke AFB is compatible in land use type and densities/intensities.

Policy LU-2.2 The City shall protect lands within the Runway Protection Zones (as defined by the Federal Aviation Administration) and high noise areas from development with uses that are incompatible with operations at the Municipal Airport.

Policy LU-2.3 The City should use spatial transitions, design buffers or similar techniques between incompatible land uses.

Policy LU-2.4 The City shall ensure that adequate buffers between residential and non-residential uses are included, except in cases where the residential is a part of a mixed-use development where it relates to the adjacent use.

Goal LU-3 Land use ties into existing and future transportation systems.

Policy LU-3.1 The City should encourage Transit-Oriented Development in areas served by new modes of High Capacity Transit.

Policy LU-3.2 The City shall develop Transit-Oriented Development policies and strategies to promote private sector investment in mixed housing and dense core developments.

Policy LU-3.3 The City shall encourage Transit-Oriented Development around transit stations and establish standards for new developments to promote ridership.

Policy LU-3.4 The City should utilize Transit-Oriented Development strategies to promote an environment that supports a live-work-play philosophy in support of both residential and employment opportunities (in conjunction with the Glendale Transportation Plan).

Policy LU-3.5 The City shall require new development to provide adequate connectivity to existing transportation networks.

Policy LU-3.6 The City should encourage developers to establish densities of at least 15 dwelling units per acre for new residential development in areas within a quarter mile radius of high capacity transit stations.

Policy LU-3.7 The City should encourage certain compatible land uses surrounding park-and-rides/lots, including childcare, laundry facilities, and grocery / convenience stores.

Policy LU-3.8 The City shall support and encourage connectivity, based on alternative transportation modes, within neighborhoods and between neighborhoods, activity centers, and the region, when making land use decisions.

Goal LU-4 Mixed-use projects provide urban clusters with housing, retail, restaurants and integrated transit facilities in Glendale.

Policy LU-4.1 The City should support and facilitate the creation of mixed-use projects that locate housing, employment, retail, entertainment, and services in condensed areas to support walkability and reduce vehicle trips.

Policy LU-4.2 The City shall encourage the development of live/work units in areas of the City that are appropriate for mixed-use development.

Policy LU-4.3 The City shall prepare criteria to address compatibility needs and establish incentives to promote mixed-use development.

Policy LU-4.4 The City shall encourage a variety and mix of uses, including both vertical and horizontal mixed-use where appropriate.

Goal LU-5	Glendale implements a cohesive land planning approach throughout the Municipal Planning Area.

Policy LU-5.1 The City shall review existing area and specific plans to determine relevancy and amend, consolidate and or eliminate redundant plans, goals and policies as necessary.

Policy LU-5.2 The City shall prioritize the proactive implementation of area and specific plans to provide enhanced guidance on the development of areas.

Policy LU-5.3 The City shall pursue a better balance of jobs to housing in the community by increasing local employment and thereby reducing travel demand and improving quality of life.

Goal LU-6	The City strives for equal protection for residential development and aggregate mining operations by promoting compatible land uses in areas of close proximity to existing or planned aggregate and mineral mining operations.

Policy LU-6.1 The City shall discourage new residential zoning where future residences would be adjacent to an existing or planned aggregate /mineral mining operation.

Policy LU-6.2 The City should promote non-residential development, such as business park and industrial uses, adjacent to existing, future or proposed aggregate / mineral mining operations.

Please see the next page

2.3 HOUSING ELEMENT

The purpose of this Housing Element is to establish housing goals and policies that respond to local housing conditions and needs. The Housing Element provides guidance designed to promote greater diversity in the housing available in the city, and ensure that the city can respond to housing needs at all income levels. New housing in Growth Areas and infill developments create an opportunity for the city to address the full spectrum of housing needs.

Glendale's Five-Year Consolidated Plan, last updated in 2015, addresses affordability, health, and safety issues, plus special population needs. Community Development Block Grant (CDBG) funds, HOME Investment Funds, and other federal resources are applied to a variety of housing assistance programs with the goal of providing safe, affordable, decent housing. The Housing Element is intended to be consistent with and reinforce the directions, goals and specific provisions of the Five-Year Consolidated Plan.

The Housing Element is related and supported by the General Plan's Community Preservation and Redevelopment, Land Use, and Neighborhood Preservation and Revitalization Elements.

Goals and Policies

The goals and policies in this element are designed to provide a full-range of housing options; create welcoming, safe and tranquil neighborhoods that are aesthetically pleasing and architecturally varied; and provide housing that meets the needs of Glendale's special needs populations.

Goal HE-1	Glendale uses a Five-Year Consolidated Plan to meet housing needs in community.

Policy HE-1.1 The City should partner with the private sector to achieve goals for safe, affordable housing and coordinate housing programs and services to ensure consistency with the current Consolidated Plan.

Policy HE-1.2 The City shall implement the Housing Plan for Glendale.

Goal HE-2	Glendale has a wide variety of housing types, styles and options.

Policy HE-2.1 The City should encourage variety in siting, floor plans, elevations, massing, materials, and color schemes in housing units included in new residential developments.

Policy HE-2.2 The City shall foster a pleasing, comfortable blending of single family and multi-family housing units through use of compatibility techniques.

Policy HE-2.3 The City should provide housing areas that allow homeowners to move up in home size, quality, and price.

Policy HE-2.4 The City shall reserve areas in appropriate locations for low-density, custom housing.

Policy HE-2.5 The City shall work with developers and homeowner associations to encourage rational and equitable Homeowners Association policies and disclosure requirements.

Policy HE-2.6 The City shall develop a comprehensive strategy for attracting a variety of housing opportunities, including higher-end and move-up housing markets.

Policy HE-2.7 The City should expand its housing stock by encouraging developers to provide "executive" home sites (e.g., custom homes, large lot home sites, and other similar products) that can be used to attract prospective residents and retain existing residents looking for move-up housing in areas zoned for less dense development.

Policy HE-2.8 The City shall set a target for a desirable proportion of single family to multifamily dwellings in the City and MPA.

Policy HE-2.9 The City shall develop strategies and zoning ordinance provisions encouraging various lot sizes and housing types.

Policy HE-2.10 The City shall support housing that promotes inter-generational housing products.

Goal HE-3

Glendale has housing options that meet the range of socioeconomic needs of the City's current and future residents.

Policy HE-3.1 The City should create and implement incentives for the private development of affordable housing and special needs housing using mechanisms such as fee waivers or fee reductions, fast track permitting, and density increases or transfers.

Policy HE-3.2 The City shall support programs offering assistance with housing affordability needs.

Policy HE-3.3 The City shall support programs aimed at increasing homeownership among entry-level and moderate-income households.

Policy HE-3.4 The City shall encourage development and preservation of affordable housing types, including smaller units and older housing stock.

Policy HE-3.5 The City should support adjustments to the housing mix based on demographic needs and economic changes within Glendale.

Policy HE-3.6 The City shall encourage planned residential communities to provide a range of housing options and promote socioeconomic balance in the Glendale housing supply.

Goal HE-4	Glendale has appropriate housing options and housing assistance for special needs populations.

Policy HE-4.1 The City should encourage the planning and construction of housing and residential facilities designed to serve the elderly and disabled populations in Glendale.

Policy HE-4.2 The City shall combine its efforts with social service agencies and organization to provide shelter, housing, and services for special needs, homeless, and other vulnerable populations.

Policy HE-4.3 The City shall establish and update programs providing housing assistance to special needs persons.

Policy HE-4.4 The City shall promote safe, efficient, and affordable housing and neighborhoods that support aging in place.

Policy HE-4.5 The City should develop the full spectrum of senior housing options in neighborhoods, giving priority to locations served by public transportation or within reasonable walking distance to health services, shopping and community facilities.

Goal HE-5	Glendale has diverse, safe, resource-efficient and high-quality housing options that blend with and enhance its image.

Policy HE-5.1 The City shall encourage creatively designed subdivision layouts, particularly layouts in which open space and recreational amenities are thoughtfully integrated throughout.

Policy HE-5.2 The City shall encourage housing developments to incorporate the highest possible cost- and quality-effective level of amenities, sustainable design, durability, and architectural quality.

Policy HE-5.3 The City should develop safe, well built, attractive housing that adds variety to neighborhoods, thereby serving as a catalyst for the improvement of the surrounding neighborhoods.

Goal HE-6	Residential areas relate to work places.

Policy HE-6.1 The City should attract corporate / institutional employment development proximate to quality housing.

Policy HE-6.2 The City shall encourage housing in close proximity to designated employment areas.

Please see the next page.

2.4 GROWTH AREAS ELEMENT

Glendale possesses an inventory of accessible, developable land, which is available to build upon in the coming years to accommodate Glendale's projected growth. Some locations are regarded and designated as having potential for more intense land uses. Certain factors contribute to higher intensity uses, including proximity to existing or planned transportation routes, large acreages under single ownership and availability of municipal services and utilities. The larger areas of potential are referred to as the City's Growth Areas.

Designated Growth Areas promote varieties and intensities of development and support ridership for multi-modal transportation services. Several Growth Areas are acknowledged by adopted specific plans and General Plan process evaluations. They range from sites inviting relatively intense, urban core growth to sectors where future development should be selected strategically in view of limited land availability or special sensitivities from surrounding land uses.

- **Glendale Centerline.** A three square mile area, from Maryland to Orangewood; 43rd to 67th Avenue constitutes a specific plan sector in which Glendale proposes to continue economic development and neighborhood revitalization in its Downtown. This detailed plan includes transportation improvements, expanded retail and office functions, addition of civic and cultural venues, hospitality industry, and distinctive architecture representative of Glendale's history.

  Particular attention is directed toward preserving residential affordability and value in areas principally along the planning area periphery. Traffic calming plus pedestrian and transit enhancements (as well as the increase in nearby jobs, shopping, and activities) are meant to enhance attraction for living in Downtown. Up to 1,000 new infill dwelling units are projected in the planning area and surrounding neighborhoods.

- **Loop 101 North.** Glendale's northern tier has experienced rapid growth between 1980 and the present. Buildout is expected to add 4,000 jobs and 750,000 square feet of commercial floor area. Because of substantial residential buildout, employment and retail uses will represent a dominant share of new development in this Growth Area.

- **Western Area Plan.** Glendale expects a high proportion of next-generation growth within its Municipal Planning Area to occur between 83rd and 115th Avenues. Forecasts indicate that development in this sector will accommodate two-thirds of added population and jobs, and nearly half of the City's commercial development by 2040. Most new development is projected to be focused at the Agua Fria Freeway's Glendale Avenue interchange. A substantial proportion of the Growth Area's potential will remain for future development beyond this General Plan's 2040 timeframe.

- **Luke Compatible Land Use Area.** Special legislation pertaining to land utilization in the Luke Air Force Base (AFB) vicinity establishes parameters restricting residential and business development. The area is strategically planned to accommodate low concentrations of non-military activity.

  The unique conditions applying to this sensitive Growth Area gained citizen support throughout the General Plan process. Glendale, including the Base within its borders, cooperates with other jurisdictions to ensure

that safe and compatible development will occur on unincorporated lands within the Luke Compatible Land Use area designated on the General Plan land use map.

- **Loop 303 Corridor.** Located west of Luke AFB, the Loop 303 Corridor provides a connection between Interstates 10 and 17, and represents a major growth opportunity in the Glendale Municipal Planning Area (MPA). Shopping and employment centers will be the primary development, with relatively low density residential growth surrounding the corridor.

Additional Growth Areas (including lesser, satellite nodes) may be indicated from time-to-time as General Plan refinements.

Goals and Policies

The goals and policies in this element are designed to ensure orderly development and to ensure a mix of land uses in designated Growth Areas that provide opportunities for commerce, industry, housing and amenities while enhancing connectivity.

Goal GA-1 Glendale's Growth Areas have well-paying, high quality jobs.

Policy GA-1.1 The City should preserve and enhance existing office park, high tech, medical, and industrial centers to attract regional and national corporate facilities

Policy GA-1.2 The City should emphasize, facilitate, and provide incentives for employment-driven growth in all public decision-making opportunities.

Policy GA-1.3 The City shall assign higher priorities to projects that foster City employment and revenue objectives

Goal GA-2 Glendale's identified Growth Areas are supported with appropriate infrastructure

Policy GA-2.1 The City shall concentrate growth in areas that may be served most efficiently.

Policy GA-2.2 The City shall locate growth nodes where traffic capacities can expand, such as near freeway corridor intersections with major streets.

Policy GA-2.3 The City shall implement, and amend as necessary, adopted specific plans, including the Western Area Plan and the Glendale Centerline, through major capital investment decisions.

Policy GA-2.4 The City shall continue to implement the Arrowhead Ranch Specific Plan and the North Valley Specific Area Plan. The Loop 101 Scenic Corridor augments these plans.

Policy GA-2.5 When determined to be cost-beneficial, the City should pursue annexation of vacant, underdeveloped, and developed land that is within both the adopted Water Service Area and the MPA, taking into consideration the development/growth potential, projected revenues to be received, projected costs and capability to serve the area, and the strategic importance of the location.

Policy GA-2.6 When determined to be cost-beneficial, the City shall work with land owners in Growth Areas to annex into the city.

Goal GA-3

Growth is achieved through reasonable, responsible urban development.

Policy GA-3.1 The City shall prevent sprawl that jeopardizes agricultural productivity and heritage by practicing equitable administration of the costs of development.

Policy GA-3.2 The City shall conserve significant natural resources and open space in Growth Areas.

Policy GA-3.3 The City should develop lower development intensities in those portions of Growth Areas located beyond City service areas.

Policy GA-3.4 The City shall promote green building and low-impact development practices to lessen infrastructure demand within Growth Areas.

Goal GA-4

Growth Areas are connected by a mix of pedestrian, bicycle, transit and vehicular connectivity.

Policy GA-4.1 The City should program and develop access from key high-volume transportation facilities to high intensity nodes in Growth Areas.

Policy GA-4.2 The City should plan transit connections to Growth Areas, employment centers, and municipal service areas.

Policy GA-4.3 The City shall coordinate a balanced multimodal circulation system that can accommodate changing patterns of development within identified Growth Areas.

Goal GA-5

Each Growth Area has a unique identity.

Policy GA-5.1 The City shall encourage economic diversity in each Growth Area.

Policy GA-5.2 The City shall identify Growth Area edges, and incorporate context-appropriate transitions between these edges and adjacent neighborhoods, minimizing impacts of higher-intensity development.

Please see the next page.

2.5 URBAN DESIGN ELEMENT

The blending of Glendale's visual components, both natural and built environments, contributes positively to overall and localized community appearance and quality of life. While not required by the State, the City of Glendale has included an Urban Design Element as an elective General Plan Element to provide the community a cohesive vision, overall direction, and emphasis regarding design issues and opportunities.

Guiding new and future developments to reflect the surrounding community context and character, creating cohesive, functional, and aesthetically pleasing places is essential for preserving Glendale's existing culture and urban fabric. Design is also important for infill development, where establishing urban design goals and policies helps ensure downtown and other existing developed areas retain their unique character. In historic areas of Glendale, urban design goals and policies will assist with historic preservation efforts and is essential for preserving downtown Glendale's historic resources and context.

While most new developments are "planned," it is important to recognize residential and commercial architectural and site designs often fall short of expectations. In order to establish overall guidelines, this Element communicates clearly that harmonious design is an accepted goal in the City of Glendale.

Goals and Policies

The following are the goals and policies needed to guide the urban design of the community.

Goal UD-1	Glendale supports visual identities and transitions between districts and neighborhoods provide guidance for residents and visitors throughout Glendale.

Policy UD-1.1 The City should personalize pedestrian amenities (street furniture, street lighting, entry signage, etc.) to define individual neighborhoods.

Policy UD-1.2 The City should establish streetscape themes (such as xeriscape plantings), open space, and / or density transitions between different districts and / or neighborhoods.

Policy UD-1.3 The City should create landscaping as an important aesthetic and unifying element of neighborhoods.

Policy UD-1.4 The City shall designate major entryways as gateways into the City, as well as neighborhoods and districts.

Policy UD-1.5 The City shall coordinate specifics of building design, site arrangements and intended uses.

Goal UD-2	Enhanced streetscapes enrich the experience of traveling through Glendale.

Policy UD-2.1 The City shall use landscaping, decorative lighting, entry features, signage and / or other streetscape design techniques to enhance the City's identity, sense of place, and provide visual emphasis to the streetscapes of the City.

Policy UD-2.2 The City should design and implement an urban street tree program that requires low-water use plants in the right-of-way, and also ensures that trees will not interfere with overhead powerlines.

Policy UD-2.3 The City should improve the visual quality of Glendale's existing commercial corridors and major thoroughfares by requiring landscaping, right-of-way treatment, and visual screening of obtrusive uses.

Policy UD-2.4 The City shall encourage private participation in beautification.

Policy UD-2.5 The City shall support the installation and maintenance of public art throughout the community.

Policy UD-2.6 The City shall foster development of an attractive urban character along Glendale's commercial corridors and districts, which accommodates pedestrians.

Goal UD-3	Glendale's City Center is revitalized, vibrant, and easily identified through wayfinding, signage, and gateways.

Policy UD-3.1 The City should develop a program to install "Downtown Gateway" improvements on vacant lands at major intersections, such as the northeast corner of Glendale Avenue and 67th Avenue.

Policy UD-3.2 The City should enhance the branding of Downtown Glendale through improvement of signage, street furniture, and pedestrian amenities. New entry features should be provided on 59th Avenue near downtown for northbound and southbound visitors.

Policy UD-3.3 The City shall support a Main Street theme as a brand for downtown.

Goal UD-4	Glendale's highway and roadway systems are visually attractive.

Policy UD-4.1 The City shall fund and commission a scenic corridor study to identify existing and or potential scenic corridors.

Policy UD-4.2 The City should work to develop scenic corridor standards for development and landscaping to protect and enhance the city.

Policy UD-4.3 The City shall update its Zoning Ordinance to establish a scenic corridor overlay, in accordance with city goals and objectives, which prohibits any new billboards or digital billboards within the scenic corridor.

Policy UD-4.4 The City shall design transportation facilities in accord with aesthetic expectations of the community.

Goal UD-5

There is a cohesive land planning approach throughout Glendale's Municipal Planning Area.

Policy UD-5.1 The City should provide public spaces that are designed to accommodate environmentally sensitive, year-round outdoor activity.

Policy UD-5.2 The City should review and / or update its building design policies to incorporate most recent trends and best practices in site and building design.

Policy UD-5.3 The City should encourage passive solar design for new or updated structures.

Policy UD-5.4 The City shall preserve and enhance existing views of scenic sites and corridors, taking advantage of opportunities to create new views of Glendale's natural, built, and historic visual resources.

Goal UD-6

Glendale's design standards are related to the zoning ordinance to ensure compatibility with development.

Policy UD-6.1 The City shall review and update zoning ordinance standards to ensure compatibility with a Main Street type of environment that encourages pedestrian activity. Standards to review for possible update include, but are not limited to, building setbacks, lot size and density requirements, allowed uses, parking requirements, outdoor dining, live entertainment, building heights and floor area ratios.

Policy UD-6.2 The City shall review and update zoning ordinance standards to ensure compatibility with a large scale type of mixed-use environment that encourages pedestrian activity. Standards to review for possible update includes, but are not limited to, lot size and density requirements, allowed land uses, parking requirements, outdoor dining, live entertainment, building heights, and floor area ratios.

Please see the next page.

2.6 MILITARY AND AVIATION ELEMENT

Within the City of Glendale are two aviation facilities that are important economic engines for the community: Luke Air Force Base (AFB) and the Glendale Municipal Airport. As development moves forward in the areas surrounding these facilities, both within the city limits and within Glendale's Municipal Planning Area (MPA), it will be critical that the City approves land uses that are compatible with the operations of both facilities.

Key Terms

This element uses several technical terms to convey its planning direction. These terms are defined below.

Accident Potential Zone (APZ). The safety zone area immediately beyond the end of the clear zone of a runway that possesses a high potential for accidents. This applies to Luke AFB and environs. Luke AFB has two different APZs at the end of each runway. APZ I extends 5,000 feet beyond the end of the Clear Zone, with a width of 3,000 feet. APZ II extends 7,000 feet beyond the end of the APZ I, with a width of 3,000 feet.

Air Installation Compatible Use Zone (AICUZ). A Department of Defense (DOD) program designed to promote compatible development around military airfields and to protect the integrity of the installation's flying mission.

Clear Zone (CZ). The safety zone area of highest accident potential beginning at the runway threshold and extending along the runway's centerline for a length of 3,000 feet. The width of the CZ is 1,500 feet on either side of the runway's centerline. This applies to Luke AFB and environs.

Day-Night Average Sound Level (DNL or Ldn). The energy-averaged sound level measured over a 24-hour period, with a 10-decibel (dB) penalty assigned to noise events occurring between 10:00 p.m. and 7:00 a.m. The 10-decibel penalty for nighttime noise events accounts for the added intrusiveness of noises when background levels are low and noise sensitive activities (such as sleeping) take place. DNL is the preferred noise metric of Department of Housing and Urban Development (HUD), Federal Aviation Administration (FAA), Environmental Protection Agency (EPA), and Department of Defense (DOD) for modeling airport environs. DNL is otherwise known by the mathematical symbol "Ldn"

Decibel (dB). A unit of measure for describing the amplitude of sound as it is heard by the human ear.

Encroachment. The DOD defines encroachment as the cumulative result of any and all outside influences that inhibit normal military training and testing. As communities develop and expand in response to growth and market demands, land use decisions can push urban development closer to military installations and operation areas. The resulting land use conflicts (encroachment) can have negative impacts on community safety, economic development, and sustainment of military activities and readiness. This threat to military readiness activities is currently one of the military's greatest concerns.

Joint Land Use Study (JLUS). A Department of Defense (DOD), Office of Economic Adjustment (OEA), program designed to establish and preserve long-term land use compatibility between local jurisdictions and the military.

Noise Contours. Continuous lines of equal noise level that are usually drawn around a noise source. The lines are generally drawn in 5-decibel increments so that they resemble elevation contours found in topographic maps except that they represent contours of equal noise level. Noise contours are commonly used in depicting the noise exposure around airports, highways, and industrial plants.

Obstacle Free Area (OFA). An area on the ground centered on a runway centerline provided to enhance the safety or aircraft operations by having the area free of objects, except for objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ). The airspace below 150 feet above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects.

Runway Protection Zone (RPZ). A two-dimensional trapezoidal area centered along the extended runway centerline whose function is to enhance the protection of people and property on the ground. This applies to Glendale Municipal Airport.

Runway Safety Area (RSA). A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplane in the event of an undershoot, overshoot, or excursion from the airport.

Luke AFB

Luke AFB is an essential part of the City of Glendale. The Base has been the Glendale area's major employer for six decades and its mission inspires the community. The City of Glendale has long recognized the importance of the Base and is committed to preserve its function as part of the region's land use pattern. This is furthered by the City's annexation of the Base in 1995.

The State of Arizona has also recognized the importance of military installations in the state, and the importance of protecting these installations from encroachment by incompatible land uses.

For planning purposes, both the State and the City of Glendale use the 65 decibel (dB) Ldn noise contour for Luke AFB in assessing compatibility. The noise contour used is established through the Air Installation Compatible Use Zone (AICUZ) program.

Since officially annexing Luke AFB into the city limits, Glendale assumed a leadership role in protecting the installation from encroachment. On-going planning coordination activities strengthen the association between the City and the Base.

Glendale's General Plan land use designations acknowledge the requirement for land use compatibility in the Luke AFB environs that was legislated by the State (see the Land Use Element).

Glendale Municipal Airport

Located just five miles west of downtown Glendale, five miles east of Luke AFB, and 30 minutes northwest of downtown Phoenix, the Glendale Municipal Airport provides opportunities to support a thriving economic development environment. The airport encompasses 477 acres and showcases modern airport features including a two-story, 18,000 square-foot terminal, a FAA controlled tower, and complete airport services for general aviation and corporate jet traffic.

Goals and Policies

The following are the goals and policies that the City will use to provide compatible land use planning in the areas adjacent to Luke AFB and the Glendale Municipal Airport.

Goal MA-1	Luke AFB and Glendale Municipal Airport are protected by land use policies and properly managed development.

Policy MA-1.1 The City shall maintain low density residential uses within the area one mile to the west of the outer edge of the Luke Compatible Land Use (LCLU) Area. Densities in this area shall reflect densities in conjunction with the Luke AFB Graduated Density Concept. The Graduated Density Concept recommends a residential density of no more than two (2) dwelling units per acre within half a mile of the LCLU Area boundary and no more than four (4) dwelling units per acre from half a mile to one mile of the LCLU Area boundary.

Policy MA-1.2 The City shall monitor all development within the area and inform property owners, developers, Maricopa Association of Governments and Maricopa County as to the City position and work with these entities to provide similar protections in areas outside the Glendale MPA.

Policy MA-1.3 The City shall implement statutory sound attenuation measures for future development within the 65 dB Ldn contours of Luke AFB or Glendale Municipal Airport.

Policy MA-1.4 The City shall ensure that proposed land uses comply with all applicable Arizona Revised Statutes with respect to military and airport operations, coordinating with all stakeholders in planning for such uses by amending the Airport Environs Overlay Zone regulations in the event of future changes in mission and/or flight operations.

Policy MA-1.5 The City shall ensure that proposed land uses are consistent with the land use guidance provided in the current Luke AFB AICUZ.

Policy MA-1.6 The City shall promote compatibility of military operations and existing and potential adjacent development by coordinating with all stakeholders in planning for operational changes so that they will not impair existing residential uses in affected areas.

Policy MA-1.7 Proposed land uses and development proposals shall be consistent with the land use compatibility policies and criteria of the 2009 Glendale Municipal Airport Master Plan. Construction of new hangars is encouraged.

Goal MA-2	Newly annexed properties and future development are compatible with the continued operation of Luke AFB / Glendale Municipal Airport.

Policy MA-2.1 The City's Annexation Policy shall be updated to address compatibility with Luke AFB and the Glendale Municipal Airport.

Goal MA-3 The City, Luke AFB, residents, industry, and agencies collectively participate in all phases of a well-defined planning process.

Policy MA-3.1 The City shall not allow development in areas where the risks to potential health and safety cannot be mitigated to an acceptable level.

Policy MA-3.2 The City shall coordinate closely with jurisdictions, agencies, organizations, and Native American tribal governments in and near the Planning Area to ensure their policies and regulations are consistent with the Luke AFB AICUZ and JLUS.

Policy MA-3.3 The City shall coordinate and cooperate with private water service companies in the area to ensure infrastructure encourages compatible land uses and intensities.

Policy MA-3.4 The City shall actively lead in promoting land use compatibility around Luke AFB and in implementing the Luke Compatible Land Use (LCLU) Area to restrict unsuitable developments.

Goal MA-4 Mitigate encroachment issues associated with land uses and development.

Policy MA-4.1 The City shall require the dedication of avigation easements when development is proposed on property within identified airport safety zones and areas within the 65 dB Ldn noise contours.

Policy MA-4.2 The City shall require that specific plans, area plans, and other regional plans (either new plans or amendments) address compatibility issues associated with operations at Luke AFB and the Glendale Municipal Airport.

Policy MA-4.3 The City should implement zoning regulations to address land use compatibility and safeguard future flight operations by protecting the accident protection zones (CZ and APZ I and II for Luke AFB) and runway protection zone (RPZ for Glendale Municipal Airport), and the runway safety area (RSA), the obstacle free zone (OFZ), and the object free area (OFA) for Glendale Municipal Airport.

Policy MA-4.4 When obtaining open space (purchase or project related dedication), the City shall plan for open spaces around Luke AFB.

Goal MA-5 Maintain the Luke Compatible Land Use Area.

Policy MA-5.1 The City shall protect the future mission of Luke AFB through the use of appropriate open space buffers and setbacks adjacent to and in the vicinity of the perimeter fence of Luke AFB.

Policy MA-5.2 The City shall ensure the long-term viability of the mission through the periodic review of land development and city policies governing growth and development around Luke AFB.

Policy MA-5.3 The City shall plan for Luke AFB retention, supporting its national defense mission for the foreseeable future.

Community Preservation and Revitalization

3.1 COMMUNITY PRESERVATION AND REVITALIZATION THEME OVERVIEW

Glendale is well known for its high quality neighborhoods, rich community character, and an iconic history and culture that define the community. Accordingly, significant efforts have been made by the City to protect these features, and the elements that make up the Community Preservation and Revitalization Theme are designed to protect and enhance these features. As the City continues to grow, new opportunities for redevelopment will bring new challenges for the community. It is essential the Glendale community is proactive at establishing regulations for developing, conserving, and protecting the City's great historical and cultural assets as the area evolves.

The Community Preservation and Revitalization Theme covers two state-required elements and one elective (optional) element.

- Conservation, Rehabilitation, and Redevelopment Element (state required)
- Historic Preservation and Design Element (elective)
- Neighborhood Preservation and Revitalization Element (state required)

Each element defines the City's direction to ensure protection of Glendale's neighborhoods and heritage and the policies that will guide the City in enhancing livability, quality of place, and quality of life.

Conservation, Rehabilitation and Redevelopment Element

The Conservation, Rehabilitation and Redevelopment Element seeks to guide new development, redevelopment and investment to upgrade and revitalize existing neighborhoods and locations. This element focuses on infill development as a top priority to spark reinvestment back into the community, as well as promoting adaptive reuse by repurposing suitable existing structures.

Historic Preservation and Design Element

Historical resources and structures are a cornerstone in what makes the community unique. They provide iconic landmarks and hold significant identity and culture. The Historic Preservation and Design Element emphasizes preserving historic structures and districts, plus directions on designing new compatible developments within historic context and retaining the historic fabric and character. While most of Glendale's historical resources are in the Downtown area, this element focuses on the entire city and historic and cultural resources within.

Neighborhood Preservation and Revitalization Element

The Neighborhood Preservation and Revitalization Element focuses on maintaining safe, livable and desirable neighborhoods for Glendale's residents as the City evolves.

Please see the next page.

3.2 CONSERVATION, REHABILITATION AND REDEVELOPMENT ELEMENT

The Conservation, Rehabilitation and Redevelopment Element is designed to guide new development, redevelopment and investment to upgrade and revitalize existing neighborhoods and locations. The element is also designed to protect existing neighborhoods from deterioration. This element, in concert with the Neighborhood Preservation and Revitalization Element, fosters an appreciation for quality in portions of Glendale that are beginning to age.

Historic Downtown Glendale is an excellent illustration of longevity, where historic preservation efforts (together with municipal investment stimulus and adept marketing) have renewed the community core. Elsewhere, altered conditions (such as increased traffic or changing demographics) have impacted existing development where some original buildings are no longer appropriate for their originally intended purpose.

Revitalization strategies pertain to any area—residential, commercial, industrial or mixed use—where there is additional development potential or where an area is experiencing some level of decline. Although Arizona statutes provide authority to municipalities for formal declaration of redevelopment areas, it is not always necessary for revitalization efforts. Voluntary upgrades to property, with City assistance, frequently are more effective than programs involving eminent domain powers. However, for the City to expend federal Community Development Block Grant (CDBG) funds for the elimination of blight, there must be a formally designated redevelopment area.

Successful redevelopments have been accomplished with streetscape improvements along Glendale Avenue, high quality infill housing along Northern Avenue, historic structure preservation in the City Center planning area, and homeowners' reinvestment in their neighborhoods.

Most areas requiring neighborhood conservation planning are located in an area bounded by the southern city limits along Camelback Road, the eastern city limits along 43rd Avenue, Olive Avenue on the north and 67th Avenue to the west. There are, however, pockets of substandard housing and older businesses, predominantly built under the county's jurisdiction before annexation into Glendale and scattered throughout the remainder of the Municipal Planning Area (MPA).

Examples of potential blight occur in some sectors zoned for heavy commercial or industrial uses. Homes, multi-family complexes, and small businesses fronting on arterial streets have been impacted by traffic congestion and / or road widenings, which over time, have reduced buffering. In certain instances, business or apartment properties have been reduced in area—taking away from parking and maneuvering space, plus making it difficult to expand or undertake visual improvements.

Housing assistance programs (see the Housing Element for more information) actively promote residential rehabilitation throughout the City. However, certain areas beyond the municipal limits (for example, off-base housing along Litchfield Road near Luke Air Force Base [AFB]) may require other jurisdictions to consider similar incentives.

In the Glendale Centerline, City Redevelopment staff and consultants demonstrated how Downtown revitalization can continue through a variety of redevelopment projects: several infill housing clusters, retail redevelopment, Beet Sugar Factory reuse, automobile sales sector upgrades along Grand Avenue, Catlin Court expansion, preservation of the Sonorita residential core, parking improvements, and conservation of adjacent neighborhoods. Also, major infill projects may include a transit center and / or cultural center.

Goals and Policies

The City shall support the conservation, rehabilitation and redevelopment efforts as provided for in the following goals and policies.

Goal CRR-1 Deteriorating neighborhoods are revitalized and blight is removed.

Policy CRR-1.1 The City should encourage major urban renewal in blighted sectors when prevailing structural conditions are not susceptible to renovation, and where planned residential or mixed-use clusters will rejuvenate the greater area.

Policy CRR-1.2 The City shall coordinate upgrading efforts so landscaping, concrete work, structural replacements or additions may be accomplished on several properties at the same time to achieve economies of scale and increase the positive impact of redevelopment efforts.

Policy CRR-1.3 The City should retain small businesses with support programs including site design / architectural assistance to improve visibility, appearance and commercial function.

Policy CRR-1.4 The City should establish economic incentives for homeowner renovation, such as low-interest or forgivable loans, coordination of donated materials/tools and service organization labor.

Policy CRR-1.5 The City shall direct specific redevelopment efforts to areas of visual blight.

Policy CRR-1.6 The City shall coordinate redevelopment projects with major capital improvement plans and transportation initiatives should receive high priority.

Policy CRR-1.7 The City shall give high priority to transportation initiatives.

Policy CRR-1.8 The City shall develop strategic and proactive intervention efforts for property redevelopment, rehabilitation, and maintenance on properties beginning to show signs of decline, so as to prevent further progression of blight, distress, underutilization or deterioration.

Policy CRR-1.9 The City should evaluate small vacant lots with low development options for their potential use as community gardens or parks.

Policy CRR-1.10 The City should remove vacant structures where rehabilitation and reuse is impractical, and coordinate with property owners to plan for rapid reintegration into the existing neighborhood development pattern.

Policy CRR-1.11 The City should ensure that new development in revitalization areas is appropriate in form and scale.

Goal CRR-2 Infill development is a top priority.

Policy CRR-2.1 The City shall encourage and support infill development to take advantage of existing infrastructure, community and educational facilities, and enhance existing neighborhoods.

Policy CRR-2.2 The City shall identify neighborhoods and areas that have availability for residential infill development.

Policy CRR-2.3 The City shall prepare and implement infill construction incentives, including zoning ordinance revisions, to remove impediments to qualified infill projects.

Policy CRR-2.4 The City should add incentives for the facilitation of infill housing and the quality redevelopment of housing stock in areas of substandard or obsolete housing.

Policy CRR-2.5 The City should protect established areas/neighborhoods by promoting context-appropriate infill development, redevelopment, and rehabilitation; sensitive neighborhood and property assemblage; and innovative adaptive reuse of existing community resources and historic properties.

Policy CRR-2.6 When feasible, the City shall involve major developers in its capital improvements plan process for joint improvement phasing and financial participation to expedite desired types and intensities of use on key growth areas and infill sites.

Goal CRR-3 Underutilized properties are redeveloped and reused.

Policy CRR-3.1 The City should encourage redevelopment and revitalization of areas with the greatest potential for long-term economic vitality by emphasizing public resources, tools, and incentives to catalyze private investment.

Policy CRR-3.2 The City shall promote reuse and intensification of industrial and / or vacant commercial properties.

Policy CRR-3.3 The City shall foster redevelopment and rehabilitation of mature employment centers to enhance Glendale's job market and provide new job opportunities.

Policy CRR-3.4 The City shall promote redevelopment of existing office park, high tech, and industrial centers to include a mix of compatible uses that provide live-work-shop opportunities.

Policy CRR-3.5 The City shall prepare strategies to attract redevelopment of employment-generating uses along the Grand Avenue corridor, Bell Road corridor, and 59th Avenue corridor.

Policy CRR-3.6 The City should offer incentives for redeveloping vacant structures or underutilized properties, such as in the Grand Avenue industrial triangle.

Goal CRR-4	Glendale's older neighborhoods are maintained and protected to preserve home values.

Policy CRR-4.1 The City shall seek and administer funding for residential rehabilitation where housing stock is aging.

Policy CRR-4.2 The City shall develop revitalization strategies for infrastructure such as lighting, sidewalks, and wheelchair ramps, in concert with Housing and Redevelopment policies for mature, core areas.

Policy CRR-4.3 The City shall endorse enhanced, voluntary property maintenance with City-backed incentive program.

3.3 HISTORIC PRESERVATION AND DESIGN ELEMENT

It is important that the historical context of Glendale's historic and archaeological resources be understood through the various periods of the city's development. Understanding historical context provides an appreciation for historical and archaeological resources, creating a greater sense of place and enhanced community character. This understanding and appreciation is especially important for downtown, including Catlin Court—one of Arizona's iconic historical and cultural destinations. Although it is not an adopted document, the General Plan Map Atlas was prepared as part of the general plan process to provide background information and existing conditions in the City. It contains in-depth descriptions of the City's historical periods and context. Glendale's historic resources are found in the City Center, along linear resources (road grid, canals, railroad, Grand Avenue Corridor), and outlying areas. They represent residential, commercial, agricultural, religious, education, government, and transportation uses. The physical historic buildings exhibit vernacular, national folk, bungalow, period revival, modern, and eclectic era of architecture. This is Glendale's heritage, which is important to celebrate and preserve.

The Historic Preservation and Design Element is an elective general plan element (i.e., it is not required by the State for inclusion in a general plan). Historic preservation's role is to provide policies honoring Glendale's heritage and historical character, ensuring places like Catlin Court retain their historical and cultural significance. This element provides goals and policies to guide cohesive, compatible and aesthetically pleasing new developments, becoming an integral part of Glendale's future growth.

Historic preservation is also an important economic development tool for revitalizing neighborhoods and the City Center. Design ensures new projects retain and respect the existing historic character. This element incorporates preservation and protection of historic resources into long-range land use and economic planning. Goals and policies provide continuity and guidance to actions of the City Council, Boards and Commissions, city staff, and citizens in preserving and protecting Glendale's historic districts and resources.

Goals and Policies

There have been losses of the community's cultural and historical heritage in the past. This element is intended to help stop the loss of any additional historic resources, plus design compatible and relatable new developments within their respective communities, enhancing the overall appearance, functionality, and quality of life.

Goal HPD-1	Historic and archaeological resources are identified and protected.

Policy HPD-1.1 The City shall ensure it retains its status as a Certified Local Government (CLG) and CLG funding eligibility by maintaining a Historic Preservation Plan, Ordinance, and Commission.

Policy HPD-1.2 The City shall continue to identify and nominate potential eligible historic sites, structures, districts, and other resources through updating of the historic inventory survey.

Policy HPD-1.3 The City shall prepare National Register of Historic Places nominations for designation of eligible districts and individual properties when recommended by Glendale's Historic Preservation Commission.

Policy HPD-1.4 The City shall process and place eligible districts and individual historic resources on the Glendale Register of Historic Places.

Policy HPD-1.5 The City should provide city matching funds for CLG grants, Historic Preservation Heritage Grant, and other grants for survey, designation and weatherization, and stabilization and restoration projects.

Policy HPD-1.6 The City shall support the restoration and maintenance of significant contributing historic properties listed on the National Register of Historic Places.

Policy HPD-1.7 The City shall promote the preservation of historic streetscapes and landscapes within historic districts.

Policy HPD-1.8 The City shall identify gaps in current survey and expand survey as needed.

Policy HPD-1.9 The City shall provide bronze National Register plaques from the city to all contributing properties on the National Register of Historic Places.

Policy HPD-1.10 The City should provide interpretative plaques and street signs for historic districts and significant contributing historic properties.

Policy HPD-1.11 The City shall ensure historic building repairs and alterations are consistent with the historic district's design guidelines.

Policy HPD-1.12 The City shall apply for Heritage Grants for restoration.

Policy HPD-1.13 The City shall require new urban infill developments to complement and be compatible with existing historic fabric and character.

Policy HPD-1.14 The City should retain existing, viable structures which are complementary to historic buildings.

Policy HPD-1.15 The City shall preserve historic communities by providing design guidelines and diagnostic consultation for maintaining consistent architectural features, street plantings, monumentation and signage.

Policy HPD-1.16 The City shall maintain the pedestrian scale and small town character of new buildings in historic districts.

Policy HPD-1.17 The City shall preserve historic streetscapes and landscapes and consider cultural resources when adopting land use and development plans.

Policy HPD-1.18 The City shall adopt a policy regarding the inventory, treatment, disposition, and protection of archaeological sites.

Policy HPD-1.19 The City should preserve, promote, and maintain the Glendale Urban Irrigation System with rates that are fair to both customers and the City.

Policy HPD-1.20 The City should preserve, promote, and maintain the Sahuaro Ranch Historical Area and help and assist in the preservation and maintenance of historic Manistee Ranch.

Goal HPD-2 Historic preservation is as an integral part of the planning process.

Policy HPD-2.1 The City shall amend policies, ordinances and codes to be consistent with historic preservation goals.

Policy HPD-2.2 The City shall evaluate alternative building safety codes and fire safety protections adapted for historic buildings.

Policy HPD-2.3 The City shall promote cooperation of city departments, Commissions, Boards, and historic preservation organizations to respect the historic character of the city when processing and reviewing development applications.

Goal HPD-3 Historic preservation is an economic development tool in the City Center revitalization.

Policy HPD-3.1 The City shall integrate historic preservation resources as part of the marketing of the City Center.

Policy HPD-3.2 The City should improve economic opportunities in the City Center through sensitive adaptive reuse of historic properties.

Policy HPD-3.3 The City's Economic Development Department shall be involved in all adaptive reuse projects in the City Center.

Goal HPD-4 The City creates awareness and support for historic preservation.

Policy HPD-4.1 The City shall market historic preservation through City marketing avenues, displays, brochures, walking tours and newspaper articles.

Policy HPD-4.2 The City shall continue recognition of the annual National Historic Preservation Month through the Ruth Byrne Historic Preservation Award, proclamation, and historic preservation tour.

Policy HPD-4.3 The City shall participate in state and regional historic preservation conferences, workshops, and programs.

Policy HPD-4.4 The City shall provide information about Glendale's historic resources and program to all ages and groups in the community.

Goal HPD-5 Preservation and restoration of historic resources is encouraged through incentives.

Policy HPD-5.1 The City shall consider the use of city bonding for historic preservation acquisitions and restoration funding of contributing historic resources.

Policy HPD-5.2 The City shall ensure continual application of Historic Preservation Heritage Grants for weatherization and stabilization of contributing historic properties.

Policy HPD-5.3 The City should provide expedited development and historical review of projects involving a contributing historic resource.

Policy HPD-5.4 The City should evaluate the use of building permit fee waivers and plan review fee waivers of contributing properties that are part of a Heritage Grant weatherization and stabilization project.

Policy HPD-5.5 The City should evaluate the use of building permit fee and Development Impact Fee (DIF) waivers and plan review fee waivers for adaptive reuse of contributing properties.

Policy HPD-5.6 The City shall assist contributing property owners to apply for property tax reduction.

Policy HPD-5.7 The City should implement incentives for private property owners to maintain, retrofit, rehabilitate, and adaptively reuse historic buildings.

Goal HPD-6 The City supports adaptive reuse of structures.

Policy HPD-6.1 The City should develop an implementation strategy for adaptively reusing the Beet Sugar Factory and surrounding structures. Use of the structure as part of a transportation hub should be considered.

Policy HPD-6.2 The City shall preserve and protect culturally significant buildings and sites and promote beautification through adaptive reuse.

Policy HPD-6.3 The City shall encourage preservation of locally and culturally significant buildings and sites, including adaptive reuse.

Policy HPD-6.4 The City shall ensure new uses are compatible with existing sites and structures.

3.4 NEIGHBORHOOD PRESERVATION AND REVITALIZATION ELEMENT

Maintaining the stability and defining characteristics of every neighborhood is essential as the City evolves. By preserving the condition of newer neighborhoods and revitalizing older neighborhoods, Glendale can continue providing a safe and well-maintained community.

Quality of life in Glendale is sustained by active neighborhood representation. Elected and appointed officials rely on a comprehensive citizen network as both a source of ideas for civic improvements and a sounding board for proposed solutions. The City was one of the first municipalities in Arizona to recognize neighborhood organizations as integral stakeholders in local government decisions. This representation was formalized by an ordinance, as well as on-going administrative support.

The City-sponsored Community Partnerships Department exemplifies City commitment to sustained residential excellence. Throughout the community, Glendale officially recognizes nearly 200 registered neighborhoods and homeowners associations (HOA).

The City Community Revitalization Division provides affordable housing to promote homeownership and housing rehabilitation assistance, improving the appearance of neighborhoods. The division successfully increases access to safe and sanitary housing using federal grants and program support the City receives. The federal funds offer homeownership opportunities and improve neighborhood conditions for low- and moderate-income families and individuals. Additionally, the Glendale Crime-Free Multi-Housing Program educates landlords on how to reduce crime by providing a clean and safe living environment.

Goals and Policies

Neighborhood preservation and revitalization goals and policies recognize the City's attention to residential area needs. Continuing to facilitate the active neighborhood network is a high priority. Preventative programs, especially for older neighborhoods, are advocated to maintain equitable living conditions throughout the City.

Goal NPR-1	Glendale retains a sense of community through preserving and enhancing the character, identity and quality of its diverse neighborhoods.

Policy NPR-1.1 The City shall exemplify pride in neighborhood character and community appearance through landscape themes and property maintenance.

Policy NPR-1.2 The City should develop a program to identify individual neighborhood image and/or architectural themes in cooperation with appropriate neighborhood representatives.

Policy NPR-1.3 The City shall emphasize distinct neighborhood identities and characteristics while providing linkages and transitions from neighborhood to neighborhood.

Policy NPR-1.4 The City should establish recognitions and awards to community members and / or neighborhood associations exemplifying exceptional home maintenance or neighborhood projects.

Policy NPR-1.5 The City shall identify neighborhood amenity deficiencies (open space, pathway or transit needs) in older neighborhoods and prepare a program for systematic improvement.

Policy NPR-1.6 The City shall identify opportunities to provide community assistance for renovations and amenities within neighborhoods to maintain and enhance the quality of life of residents.

Policy NPR-1.7 The City shall implement site specific and neighborhood-scaled development strategies that incorporate cultural heritage and the arts.

Policy NPR-1.8 The City shall require new housing infill and additions to existing residential structures that are visible from adjoining properties or the street, to be sited and designed to be compatible with the character of the existing neighborhood.

Policy NPR-1.9 The City should establish a plan and timeline for updating existing neighborhood plans.

Goal NPR-2

Glendale has essential partnerships with community organizations to improve community and quality of life.

Policy NPR-2.1 The City should work jointly with neighborhood groups that have common issues through coordinated communication.

Policy NPR-2.2 The City shall conduct regular assessments of neighborhood assets and problem resolution.

Policy NPR-2.3 The City shall provide education, outreach, and resources to the community to strengthen neighborhoods, such as the HOA Academy.

Policy NPR-2.4 The City shall continue to ensure that the planning process is open to all residents and businesses.

Policy NPR-2.5 The City shall explore options to partner with HOAs and neighborhood associations to identify and address key issues, such as abandoned or vacant buildings and code compliance, within their neighborhoods to mitigate negative effects on the neighborhood.

Policy NPR-2.6 The City shall continue and expand the role of the Community Partnerships Department and inter-neighborhood communication.

Policy NPR-2.7 The City shall encourage participation from community members and involve affected registered neighborhood organizations in land use plan amendments through Community Partnerships Department activities, and provide them a forum to comment.

Policy NPR-2.8 The City shall partner with residents to address neighborhood-specific issues including enhancing a sense of place to promote unique character and community pride within individual neighborhoods.

Policy NPR-2.9 The City shall prioritize neighborhood revitalization efforts to focus on those geographic areas with the greatest need to improving quality of life.

Goal NPR-3 Regulations and standards for livability guide existing and future neighborhoods.

Policy NPR-3.1 The City shall establish residential property maintenance standards and related provisions and enforce these by emphasizing voluntary compliance with regulatory provisions.

Policy NPR-3.2 The City shall encourage use of HOAs and Covenants, Conditions, and Restrictions (CC&Rs) by developers of new residential neighborhoods to provide guidance and private enforcement of desired design and maintenance concerns.

Policy NPR-3.3 The City shall prescribe landscaping and screening devices as appropriate for land use buffers and greenbelts.

Policy NPR-3.4 The City shall ensure building inspectors enforce code compliance and prepare an annual report to the City Council.

Goal NPR-4 Neighborhoods are safe and well-maintained.

Policy NPR-4.1 The City shall evaluate noise impacts associated with new developments on proposed residential development.

Policy NPR-4.2 The City should protect neighborhoods from intrusive traffic from areas outside the neighborhood (pass-through traffic). All neighborhood streets (local streets) and circulation improvements should favor pedestrians, bicyclists and local traffic.

Policy NPR-4.3 The City shall prepare standards for a variety of traffic calming devices for residential areas and implement based on adopted criteria and guidelines for use stated in the City's Transportation Plan.

Policy NPR-4.4 The City should develop regulations and requirements to allow the use of residential properties as seasonal or temporary rental properties. This should include revised tax structures and maintenance requirements.

Goal NPR-5 Glendale actively supports a sustainable food system that increases the availability of fresh food and eliminates food deserts

Policy NPR-5.1 The City should encourage all residences be located within a half mile to food outlets including grocery stores, farmers markets, and community gardens.

Policy NPR-5.2 The City should support the temporary utilization of vacant or underutilized lots for community gardens or farmers markets.

Policy NPR-5.3 The City shall develop regulations to support and guide community gardens.

Policy NPR-5.4 The City should support a farm-to-table program between local farmers and restaurants.

Please see the next page.

4.1 ECONOMIC VITALITY THEME OVERVIEW

Economic prosperity is a key component of quality of life. Sound economic policies are needed to help develop a sustainable future that results in quality jobs and a diverse, innovative, competitive, entrepreneurial, and sustainable local economy.

The objective of the Economic Vitality Theme is to provide a policy foundation that supports actionable items in the context of the open market in striving to improve the standard of living for all Glendale residents.

The General Plan Elements included in this theme that will help to achieve this objective are:

- Fiscal Element
- Economic Development Element
- Cost of Development Element

Fiscal Element

Achieving the goals of the General Plan will require that our City have the fiscal resources needed to effectively govern development and redevelopment. The purpose of the Fiscal Element is to ensure sound municipal spending decisions that provide for cost-effective use of taxpayer dollars.

Economic Development Element

Since the last General Plan Update there have been dramatic changes in Glendale's economy from the continued buildout of the western Loop 101 region to the emergence of the Loop 303 area as a desirable economic corridor. The purpose of the Economic Development Element will be to capitalize on these increasingly important economic centers as well as continue the development of existing commercial corridors in the community and revitalization of the downtown area.

Cost of Development Element

The Cost of Development Element addresses the intent and ability of the City to ensure that new development pays its fair share of costs for new or expanded public services without placing an undue burden of these services solely on the shoulders of existing residents. This element also establishes guidelines on how to make efficient use of municipal funding for planning related activities.

Please see the next page.

4.2 FISCAL ELEMENT

Planning for sustained municipal economic health is founded on the City's own financial strength which is driven by cost-effective delivery of citizen services and sound investment for future revenue capture. Financial strength is demonstrated by the following key principles:

- **Transparency** in budgetary and fiscal matters in order to build and maintain the trust of the community, which includes residents, property owners, business owners, regional partners, and other stakeholders.
- **Fiscal Sustainability** to ensure long-term fiscal health through the establishment of healthy reserves, a proactive debt management strategy, and a balanced budget.
- **Economic Development** strategy that proactively seeks new opportunities in targeted industries, supports the retention of existing businesses, provides business assistance services, and establishes a strong commitment to redevelopment the Centerline area.
- **Creative, Innovative, Efficient Systems and Processes** that provide the highest level of service within the limitations of budget capacity and ensuring they are continually evaluated and adjusted based on existing and anticipated market changes.

Goals and Policies

Fiscal planning for the City looks beyond short-term revenues and expenditure forecasts towards meeting the long-term needs of the community. The following goals and policies are designed to guide the City in meeting these needs.

Goal F-1	Financial responsibility and accountability are key to sound investment strategy related to Capital Improvement Program (CIP) projects.

Policy F-1.1	The City shall carefully monitor and plan the City budget, differentiating Capital Improvement Program allotments for ease in evaluating CIP-related investments.
Policy F-1.2	The City should invest in revenue-producing services, such as Municipal Airport and Landfill facilities or public-private partnerships for mixed-use development that increase the city's tax base, population, or employment opportunities.
Policy F-1.3	The City should coordinate Capital Improvement Program projects with private utilities and developers to create economies of scale when practical.
Policy F-1.4	The City shall maintain realistic five-year revenue forecasts for purposes of Action Program phasing related to the Capital Improvement Program.

Goal F-2	Economic development incentives, prospects for new funding sources, and citizen assistance programs are fiscally sound.

Policy F-2.1 The City shall seek, but not rely upon, Federal and State grant matching funds if and when they are available.

Policy F-2.2 The City should support public-private partnerships on mutually-beneficial projects.

Policy F-2.3 The City should continue neighborhood grant program as City resources permit.

Policy F-2.4 The City shall monitor development fees and adjust regularly to ensure "fair share" contributions without discouraging desired uses.

Policy F-2.5 The City shall establish policies and programs that support transparency in the administration of economic development incentives.

Goal F-3	Glendale's balanced budget allows for strategic investments.

Policy F-3.1 The City shall balance revenues with expenditures on annual budgets.

Policy F-3.2 The City shall link on-going cost decisions to on-going (not one-time) revenue sources to avoid long term fiscal burdens.

Policy F-3.3 The City shall prepare a strategic financial forecast addressing changes in conditions.

Policy F-3.4 The City shall enhance economic development prospects and constituency satisfaction through adherence to stable tax rate policies.

Policy F-3.5 The City shall enact performance evaluations to better assess fiscal performance of individual programs, providing for informed decision-making.

Policy F-3.6 The City shall prioritize and coordinate CIP projects supported by developer contributions or participation.

Policy F-3.7 The City shall explore matching funds opportunities for all City-funded facilities and services.

Goal F-4	The Capital Improvement Program corresponds with General Plan priorities.

Policy F-4.1 The City shall encourage new development to provide assurances that adequate public safety standards will be met.

Policy F-4.2 The City shall forward the Capital Improvement Program (CIP) to the Planning Commission for review on an annual basis

4.3 ECONOMIC DEVELOPMENT ELEMENT

Often considered the economic engine of the West Valley, Glendale is the West Valley's largest city and has become a major hub for employment, medical, commercial, educational and multi-purpose event venues. Thoughtful planning will allow the city to leverage its current position in order to maximize job creation and revenue generation for City programs and quality of life amenities for all Glendale residents. Glendale's diverse opportunities in economic development can be categorized into three areas:

1. Existing Developed Area
2. Emerging Growth Area
3. Future Growth Area

The **Existing Developed Area** of Glendale stretches from Pinnacle Peak in the north to Camelback Road in the south and from 43rd Ave on the east to 83rd Ave on the west. The majority of the city's primary employers are located in this area, with Talavi Business Park being home to a many of these employers. The northern portion of the city includes a substantial amount of retail trade, consisting of Arrowhead Towne Center and the Bell Road corridor. The developed area of the Glendale community also includes all but one of Glendale's institutions of higher learning and the majority of Glendale's medical facilities.

The developed area also includes Glendale's downtown, which offers significant potential for redevelopment and some limited infill opportunities. Glendale's downtown is also part of the larger Centerline Redevelopment Area, which includes properties located between 43rd and 67th Avenues from Orangewood Avenue to Maryland Avenue. The Centerline area has the potential of becoming one of the next important residential areas, creating the potential for new commercial and mixed-use opportunities as well. The city's participation in regional transportation planning efforts related to enhanced or high-capacity transit should provide significant benefit to the Centerline area. The project, if approved, would be operational within the next decade and creates the potential for new transit-oriented development.

Glendale's western area between 83rd and 115th Avenues is the city's **Emerging Growth Area** and is home to the Sports and Entertainment District located along the Loop 101 freeway. This is a rapidly emerging major employment center and is anticipated by the Maricopa Association of Governments to be the most populated employment center in the West Valley by 2040. This is due in large part to the area's access to regional transportation corridors as well as the amenities in the immediate vicinity which include:

- Desert Diamond Casino and planned future resort(unincorporated);
- Westgate Entertainment District, home to a variety of restaurants and entertainment opportunities;
- Tanger Outlets and Cabela's, a unique destination shopping location;
- Gila River Arena, a multi-purpose concert and event venue that is also home to the National Hockey League's Arizona Coyotes; and
- University of Phoenix stadium, home of the Arizona Cardinals. This facility is a multi-purpose venue that has hosted the National Football League's Super Bowl XLII and XLIX, the annual Fiesta Bowl since 2007, the BCS

National Championship in 2007 and 2011, Wrestlemania XXVI, and the College Football Playoff National Championship in 2016, as well as the NCAA Men's Final Four Basketball Tournament planned in 2017.

In addition to the rich attractions, this area is also the location of the Glendale Municipal Airport and the Glendale Airpark, an industrial park that accommodates manufacturing and distribution operations. Also emerging is a robust major medical corridor that includes Glendale's third hospital (St. Joseph's at Westgate) and plans for additional medical office buildings and complementary services such as medical imaging and oncology services nearby.

Finally, the area from 115th Avenue west to Perryville Road is Glendale's **Future Growth Area** which includes Luke Air Force Base, the largest employer within Glendale's Municipal Planning Area. It also includes five miles of the recently completed Loop 303, providing Glendale with new development opportunities along the freeway frontage and excellent accessibility. A majority of the vacant land in this area is located within the City's Municipal Planning Area (MPA) but is not currently annexed into the City of Glendale. Once annexed, the City of Glendale would be responsible for providing municipal services, which would require significant infrastructure investments and ongoing operating costs. In an effort to allow development in this area to continue and encourage future annexation of commercial properties, the City Council directed that water and sewer services west of 115th Avenue will continue to be provided by a viable private water services provider.

There are scattered residential developments throughout the area, mainly in the MPA, and with the completion of the Loop 303 there is substantial new interest in residential development in the general vicinity. Commercial developers typically pursue opportunities on sites that have immediate access to significant transportation corridors and access to a residential population. With the amount of new residential development planned in the area, the Loop 303 will be a logical location for new commercial development and added potential for annexation. Commercial annexation along the Loop 303 will have the benefit of generating new one-time revenue to the city at the time of construction and on-going revenue from sales and property tax collections. One of the more important opportunities for Glendale in this area is the potential for new industrial development parcels. There is currently very little land available in Glendale for industrial development, however, the area along the Loop 303 and the Northern Parkway is an ideal location for new industrial uses given the proximity of rail from the north along the BNSF Ennis Spur line at Olive Avenue.

The city has transitioned from a bedroom community to a thriving economic engine with world-class companies, internationally renowned educational institutions, major entertainment venues, diverse destination/attraction amenities, an exceptional transportation network, and highly engaged residents. Glendale can be proud of our past and look forward to our bright future.

Goals and Policies

Glendale has established a strong economic legacy through its existing development strategy that has paved the way for future opportunities. This has allowed the city to create new jobs while retaining existing jobs and businesses. It has also allowed the city to develop a robust and diverse tax base to generate new revenues and continue to provide high quality services to all Glendale residents.

The Economic Development Element of the General Plan is designed to provide a roadmap for the future economic growth of Glendale.

Goal ED-1	Glendale has a diversified economy.

Policy ED-1.1 The City should attract and retain a variety of industries that will provide employment opportunities for residents with a wide range of skill and educational levels.

Policy ED-1.2 The City should identify emerging growth sectors in the national and regional economies and position Glendale to take advantage of those growth sectors based on competitive strengths. Monitor existing targeted industries to ensure Glendale is taking advantage of appropriate growth sectors and modify as needed.

Policy ED-1.3 The City should support retention and expansion of existing Glendale businesses and develop partnerships with available resources to provide programs and services to assist those businesses in remaining competitive and profitable.

Policy ED-1.4 The City should continue partnerships with institutions in the community and look for opportunities to support high value start up research, entrepreneurship and business opportunities.

Policy ED-1.5 The City should expand partnerships with Glendale's educational institutions to assure access to an educated and well-trained workforce within the community and the region.

Policy ED-1.6 The City should monitor the Bell Road corridor and Sports and Entertainment District to ensure the corridors remain fresh and relevant to the current economic potential; and, continually explore opportunities to upgrade the tenant mix or enhance with residential opportunities.

Policy ED-1.7 The City should establish a program to recruit employers and assist in expansion or redevelopment with existing employers offering mid- to upper-level pay scale ranges.

Policy ED-1.8 The City should promote and expand mutually beneficial public-private partnerships.

Policy ED-1.9 The City should pursue international relations to establish foreign direct investment opportunities.

Policy ED-1.10 The City shall support Downtown Glendale's niche in the marketplace as a civic center supported by businesses, retail, residential, arts, and entertainment.

Policy ED-1.11 The City shall seek the continued economic development of Downtown Glendale with an emphasis on community engagement in the redevelopment process.

Goal ED-2	Promote locations that are appropriate for future commercial, office, and industrial development.

Policy ED-2.1 The City shall examine zoning and develop a strategy to encourage appropriate zoning for areas that would be well-suited for future development.

Policy ED-2.2 The City should continue to monitor under-utilized properties in the Grand Avenue corridor and work with owners and the development community to identify opportunities and potential users that can intensify site utilization.

Policy ED-2.3 The City should continue to maximize freeway, major arterial, and transit service access as opportunities for employment sites.

Policy ED-2.4 The City should coordinate with private utilities to provide infrastructure for new industry and commerce.

Policy ED-2.5 The City should support a variety of office developments in mixed-use settings in growth areas identified in specific area plans.

Goal ED-3	Redevelopment of the Centerline area, inclusive of Downtown Glendale promotes economic growth.

Policy ED-3.1 The City should expand housing opportunities to increase population in the area to support ongoing commercial and retail development

Policy ED-3.2 The City should support new business start-ups, infill and redevelopment projects through the potential development of city programs such as expedited permitting services, fee waivers, streamlined processes and infrastructure investments.

Policy ED-3.3 The City should encourage investors to consider purchasing downtown property and assist property owners by connecting them with prospects.

Policy ED-3.4 The city should seek to attract institutions of higher education to locations in Centerline.

Goal ED-4	Locally-owned businesses thrive in Glendale.

Policy ED-4.1 The City should provide assistance to Glendale's small businesses and entrepreneurs by utilizing new and existing programs tailored to meet their needs and encourage the start-up of new businesses in the community.

Policy ED-4.2 The City should strive to implement a plan to create a Small Business and Entrepreneurship Center to assemble all of the available resources under one roof and proactively provide a comprehensive program of local, state and federal business assistance to both existing small businesses and to entrepreneurs who need assistance in turning their ideas into reality.

Policy ED-4.3 The City should implement a more robust Business Retention and Expansion program working cooperatively with existing local businesses, both small and large, to maximize growth opportunities and leverage the existing business community as spokespersons to assist with Business Attraction initiatives.

Policy ED-4.4 The City should support homebased business where appropriate.

Policy ED-4.5 The City should support the development and expansion of unique local businesses.

Policy ED-4.6 The City should support the efforts of downtown business owners to increase patronage and awareness of the downtown businesses.

Policy ED-4.7 The City should support small businesses during construction or other significantly disruptive events through the provision of cooperative partnerships with service providers or non-profit organizations offering business development programs aimed at creating long-term sustainability.

Policy ED-4.8 The City should retain small businesses with programs that offer improved visibility, appearance, and function of commercial properties.

Goal ED-5

Glendale has events and attractions throughout the city that expand and promote economic growth.

Policy ED-5.1 The City should facilitate events, activities and users that attract young adults to downtown Glendale and the Centerline area.

Policy ED-5.2 The City should facilitate opportunities for downtown promotion or attraction during national events and other significant activities taking place in the Sports and Entertainment Districts. The City should support and foster new tourist-based attraction developments.

Policy ED-5.3 The City should facilitate the marketing of events to attract more visitors and tourists.

Goal ED-6

The Centerline Redevelopment area has a long-term plan to ensure its viability and sustainability.

Policy ED-6.1 The City should meet with the land and business owners to assess their needs and discuss and implement potential improvements to the city programs and economic development tools.

Policy ED-6.2 The City should utilize a variety of public input options to address the long-term growth and sustainability strategies for Centerline.

Policy ED-6.3 The City shall provide a long-term plan and implementation strategy with achievable goals addressing development and redevelopment needs to ensure the on-going viability and sustainability of the Centerline Redevelopment Area.

Policy ED-6.4 The City should plan for high capacity transit in Downtown.

Goal ED-7	Luke AFB and Glendale Municipal Airport are assets to support and push Glendale's economy forward.

Policy ED-7.1 The City should identify and secure funding to update and implement the Glendale Municipal Airport Master Plan so that the airport can be better utilized to support economic growth.

Policy ED-7.2 The City should update the Glendale Municipal Airport Master Plan to accommodate larger numbers and sizes of general aviation aircraft and to support aviation-related businesses that can support Luke AFB.

Policy ED-7.3 The City should analyze options, including infrastructure availability and transit service, to stimulate growth at the Glendale Municipal Airport.

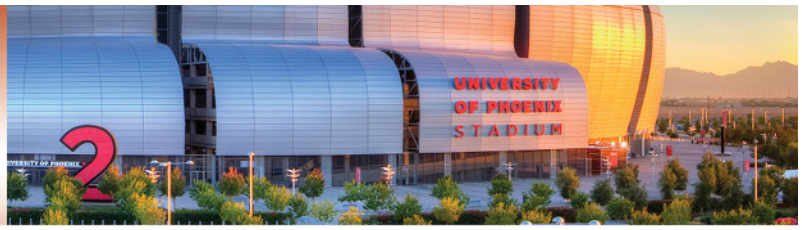
Policy ED-7.4 The City shall continue to support the role of Luke AFB as a significant contributor to the economic base of the community.

Goal ED-8	Economic development of Glendale Municipal Airport enhances Western Area Plan growth.

Policy ED-8.1 The City shall utilize public and private infrastructure placement to bring growth to preferred locations.

Policy ED-8.2 The City should seek to develop the city-owned property on the east side of the Glendale Municipal Airport into an aviation related employment center.

Policy ED-8.3 The City should support transportation improvements for economic development such as expanding aviation facilities and accommodating rail and truck freight movements.



4.4 COST OF DEVELOPMENT ELEMENT

Glendale is a progressive City. In addition to general fund and municipal bond issues expenditures, the City applies a variety of financing resources to ensure adequate infrastructure maintenance, improvement and expansion in order to meet the goals and objectives of the General Plan. The Cost of Development Element will have a major impact on other Plan Elements and the realization of their goals and objectives within the corporate boundaries of the City of Glendale and within the larger MPA.

Glendale faces an increasing demand for public facilities and services. In addition, private investor-owned utilities must plan to keep pace with new development. Significant infrastructure capacity addition and line extensions will be necessary to meet burgeoning growth and the revitalization of the older parts of the city. An inevitable infrastructure consideration is the improved maintenance of existing infrastructure components.

The Cost of Development Element of the General Plan is the basis by which Glendale will plan for and institute mechanisms to pay for infrastructure and public facility improvements, additions, and extensions. These regulatory provisions will determine the proportion of financial contribution from public and private sources and that these contributions are equitably apportioned.

Goals and Policies

The goals and policies of the Cost of Development Element of the General Plan are based on the concept of "fair share" contribution to the cost of infrastructure addition and extension. The calculation of contribution is determined by an assessment of the proportionate extent an entity benefits directly or indirectly as a result of the creation of assets serving the entire City of Glendale.

When the public is called upon to pay for facility and/or infrastructure improvements they expect and are entitled to a positive return on their investment. Some of the more typical public investments would include more efficient and dependable circulation systems for automobiles, bicyclists, and pedestrians, public facilities (e.g. libraries, community centers, swimming pools), parks and open space, and municipal utilities (water, sewer, and sanitation services).

Private interests such as developers should be required to contribute to public facility and infrastructure improvements based on a determination of how their project(s) will impact neighboring development and require the provision of public services. Such private contributions whether benefiting the project directly or the City as a whole should not, and indeed cannot, be so burdensome to discourage and/or prevent financially feasible development.

Goal CoD-1	Recapture the cost of improvement/additions to public facilities and infrastructure necessitated by development.

Policy CoD-1.1 The City shall assess private developer costs commensurate with the amount needed to address the burdens of new service demands resulting from a specific project or development.

Policy CoD-1.2 The City should regularly update development exaction schedules to recapture proportionate costs of public service demands.

Policy CoD-1.3 The City should provide for the financial coverage of ongoing maintenance and operating costs.

Goal CoD-2

Development and redevelopment of the desired quality is not unduly hampered or prevented due to burdensome regulations and/or permit exactions.

Policy CoD-2.1 The City shall review and revise codes and development schedules to ensure a fair and cost-effective exaction regime.

Policy CoD-2.2 The City should develop and implement a program of credits (e.g. fee waivers or reductions, density allowances or transfers) for developers providing public facilities or installing public infrastructure elements.

Policy CoD-2.3 The City should maintain practical and affordable standards for required developer provided off-site improvements in coordination with private utilities serving areas of the City.

Policy CoD-2.4 The City should assist the development community in reconfiguring or replacing outdated, unsafe, unattractive developments and uses.

Policy CoD-2.5 The City should provide developers with code or fee incentives to revitalize and/or redevelop older commercial uses near residential neighborhoods and residential uses to benefit the City aesthetically while more efficiently accessing infrastructure elements and public services.

Policy CoD-2.6 The City should implement incentive programs for rehabilitation and restoration to discourage structural or land use obsolescence.

Goal CoD-3

Development and redevelopment projects pay their fair share to provide the necessary public facilities to serve them.

Policy CoD-3.1 The City shall require all new developments and redevelopments to contribute any additional public facilities (or proportionate share, thereof) within or adjacent to the development that are required to serve that development.

Policy CoD-3.2 The City should support and create an infill incentive district with the purpose of encouraging redevelopment and infill development in areas within the City that have existing infrastructure which will allow reductions or elimination of contributions or fees in infill incentive districts.

Policy CoD-3.3 The City shall maintain a comprehensive set of development impact fees to distribute public facilities and service costs in an equitable manner and adhere to a regular fee schedule review and revision program.

Policy CoD-3.4 The City should create a “development proposal assessment” to determine new public facility demands prior to rezoning or development approval.

Policy CoD-3.5 The City should consider a pay-as-you-go philosophy for infrastructure extension and expansion.

Goal CoD-4	The Capital Improvement Program (CIP) and its development impact fees system facilitate efficient, cost-effective growth and opportunities for innovative financing and delivery of infrastructure.

Policy CofD-4.1 The City should consider alternative funding strategies from developers to address development impacts.

Policy CofD-4.2 The City should encourage non-municipal utility companies, including state-of-the art communications, to keep pace with infrastructure demands for their growing customer base.

Goal CoD-5	Exaction and dedication requirements for new projects result in a beneficial use to the public and rational nexus and proportionality to the impact of the development.

Policy CofD-5.1 The City shall ensure that all requirements for dedications of land, construction of facilities, or fees meet the tests of rational nexus and proportionality.

Policy CofD-5.2 The City shall collect and use all revenues from development impact fees in accordance with state.

Policy CofD-5.3 The City shall ensure that requirements for oversizing infrastructure larger than required by the development or extending facilities beyond the needs of the development are balanced by city financial participation or the opportunity for repayment agreements.

Please see the next page.

5.1 CONNECTIVITY THEME OVERVIEW

Associated with this growth will be a commensurate increase in travel demands for all modes of transportation. In looking at future travel demands in Glendale and the region, the Maricopa Association of Governments (MAG) has developed a transportation model to project future circulation growth. By 2040, the MAG model shows travel in the Glendale area will nearly double and congestion will more than quadruple based on existing and planned infrastructure. As Glendale continues to grow, mobility systems also must grow and change to accommodate this increase in travel.

The Connectivity Theme provides a multi-modal transportation system that links all modes of transportation, including automobiles, public transit, walking, and bicycling to create a fluid transportation network. To do this, the Connectivity Theme includes two state-mandated elements:

- Circulation Element
- Bicycling and Pedestrian Element

Circulation Element

The Circulation Element seeks to provide efficient mobility options to support the community's travel needs. This element focuses on four concepts to achieve this objective: walkability, accessibility, public transit, and road systems. As they are intimately linked, this element is designed to be consistent with the policies in the Land Use Element and Bicycling Element.

Bicycling and Pedestrian Element

The Bicycling and Pedestrian Element emphasizes the importance of the bicycle and walking as both forms of recreation and viable alternate modes of transportation for Glendale residents. Attention to a comprehensive system of bicycle and pedestrian facilities will ensure that long-range planning allocates sufficient resources to maintain existing facilities and provide for needed expansion and connectivity. Additionally, the Bicycling and Pedestrian Element raises community awareness of bicycle and walking as alternative types of transportation; responding to needs of persons who do not drive; and recreational values of riding and walking safely throughout the community.

To ensure a coordinated planning effort, this element is closely linked with the policies in the Land Use Element and the Circulation Element.

Please see the next page.

5.2 CIRCULATION ELEMENT

The Circulation Element relates to the Glendale Transportation Plan. The element identifies goals and policies to improve the current state of mobility in Glendale, including walking, public transit, road systems, and accessibility. This element addresses how to accommodate travel on the city's street network, plus how to expand and improve transit systems to accommodate for growth.

Functional Classification of Roadways

A functionally classified roadway system allows streets to be grouped according to their purpose and function within the transportation network. Urban streets generally serve two primary functions: traffic movement (mobility) and accessibility. Functional classifications describe the level of mobility and access provided by roadways within a community's transportation network. The City of Glendale currently provides roadway infrastructure described in six functional categories: freeways, parkways, major arterials, arterials, collectors and local roads (see Figure 3).

- **Freeway / Highway.** Freeways / highways are intended to serve both intra-regional and inter-regional travel. Freeways / highways provide for high speed, through traffic movement on continuous routes. Freeways / highways provide connections to other regional highways and are capable of carrying heavy traffic volumes. Speed limits on freeways / highways are usually the highest allowed by law. Access to freeways / highways is strictly controlled and accomplished through strategically located on and off ramps. Examples of freeways / highways in or adjacent to the City of Glendale include SR 101L and SR303L.
- **Parkway.** Parkways are similar to freeways / highways in that they provide regional connectivity and have limited access with emphasis on moving high volumes of traffic, but less volume than freeways / highways. Northern Parkway from SR303L to Dysart Road provides an example of a parkway in the City of Glendale.
- **Major Arterial.** Major arterials provide for mobility within Glendale and adjacent areas. Major arterials are designed to carry through traffic on continuous routes and join major traffic origins and destinations, freeways, and other arterials. For major arterials, access is less restricted than freeways, although limits on access are generally desirable to enhance operations. Two examples of major arterials in the City of Glendale include Bell Road (an east/west alignment) and 59th Avenue (a north/south alignment).
- **Arterial.** Arterials are major streets that provide for traffic movement within Glendale and connect major arterials to collector streets. Arterials are designed to take traffic off of local roads or collectors and feed it into major arterials and freeways. Arterials tend to accommodate most of the travel in the city and throughout the region. Cactus and Greenway Roads within the Glendale boundaries are examples of arterials in the city.
- **Collector.** Collectors are lower-speed facilities that provide direct access to adjacent properties and connect with major arterials and arterials. Collectors are typically configured with one travel lane in each direction and located midway between arterials, but differ depending on location. Maryland Avenue and 55th Avenue represent examples of collector roads in the City of Glendale.
- **Local.** Local roads are designed to provide direct access within residential areas and are not designed to handle through traffic between areas. These roads function to move vehicles from within neighborhoods to larger roadways.

Public Transit

Public transit adds to the overall multi modal transportation system that provides an alternative and affordable means of travel to the automobile. Currently, public transit options in Glendale include dial-a-ride, local bus (Glendale Urban Shuttle), and regional Valley Metro bus services. Glendale envisions adding high capacity transit, which may be in the form of light rail or bus rapid transit, as part of the public transit system in the near future.

Public transit serves populations that are dependent on or prefer transit, so it should be available and accessible to all Glendale residents. To maintain a well circulated city, Glendale must continue to maintain and update its public transit systems. Public transit systems are compatible with other modes of transportation and facilities throughout Glendale, including park-and-rides, bicycle facilities, and pedestrian facilities.

Transit routes in Glendale and the areas they serve are illustrated on Figure 4.

Accessibility

Accessibility to all forms of transportation is essential to the connectivity of Glendale. Accessibility maintains that transportation systems will include options to serve the multitude of needs of the community such as, attending to the special needs of commuters, providing efficient and safe services, and having a truly connected and complete transportation system.

Goals and Policies

The goals and policies support the utilization of a multi-modal transportation system.

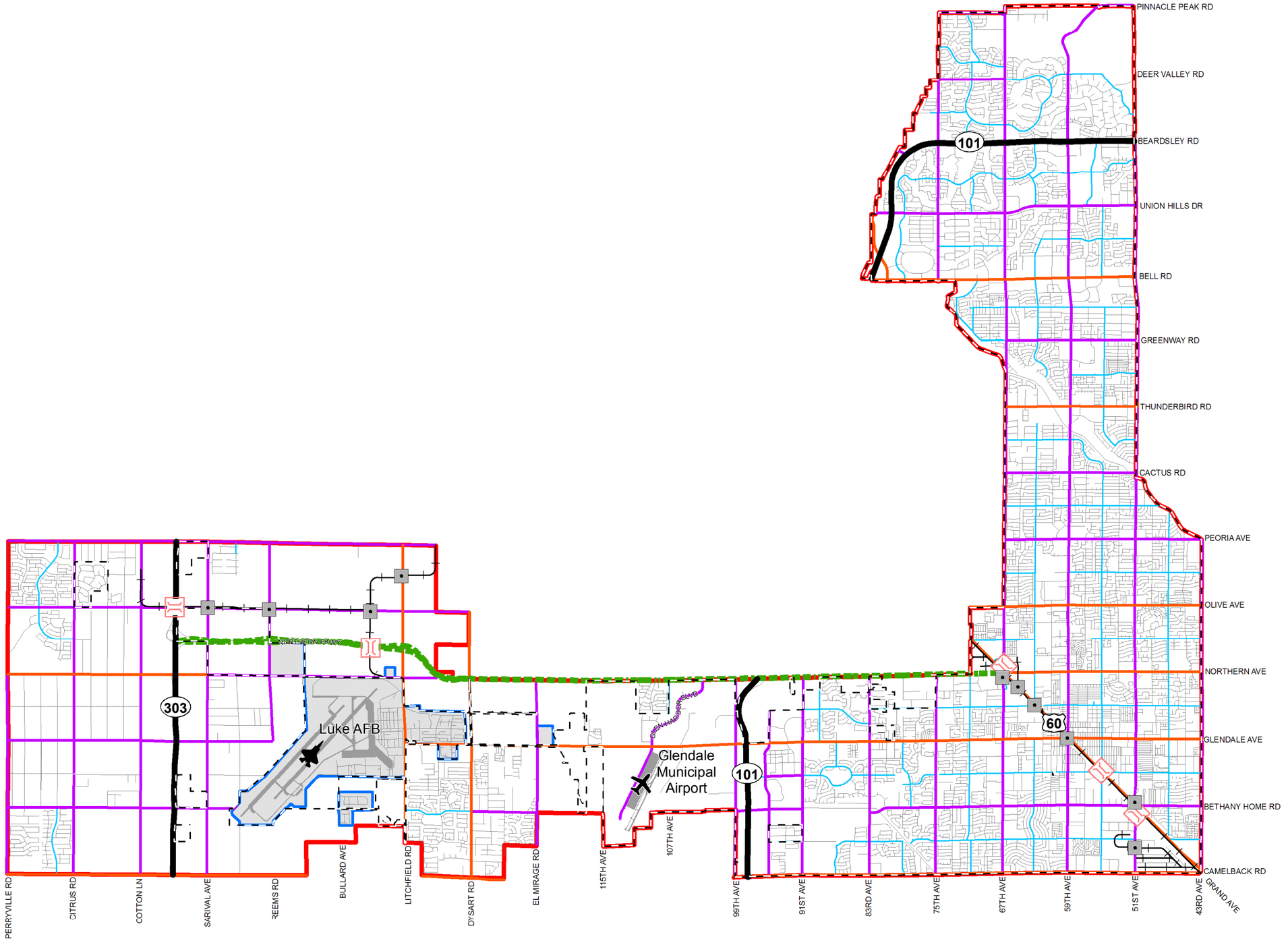
Goal C-1	Mobility with safe and accessible transportation systems.

Policy C-1.1 The City shall provide safe and effective transportation services for the whole population.

Policy C-1.2 The City shall implement safety programs and provide transportation services in accordance with all safety standards.

Policy C-1.3 The City shall ensure that streets and highways will be available to serve new development by requiring detailed traffic studies and necessary improvements as a component of all development proposals.

Policy C-1.4 The City shall minimize/consolidate direct access (driveways) to and from residences to arterials and collectors, in accordance with City of Glendale engineering design standards.



ENVISION GLENDALE 2040

Legend

- At Grade Railroad Crossing
- Railroad Bridge Crossing

Roadway Functional Classification

- Freeway / Highway
- Parkway
- Major Arterial
- Arterial
- Collector
- Local

- Railroad
- Glendale City Limits
- Glendale Municipal Planning Area
- Luke Air Force Base
- Luke AFB
- Airport

Source: Glendale Transportation Division, 2014.

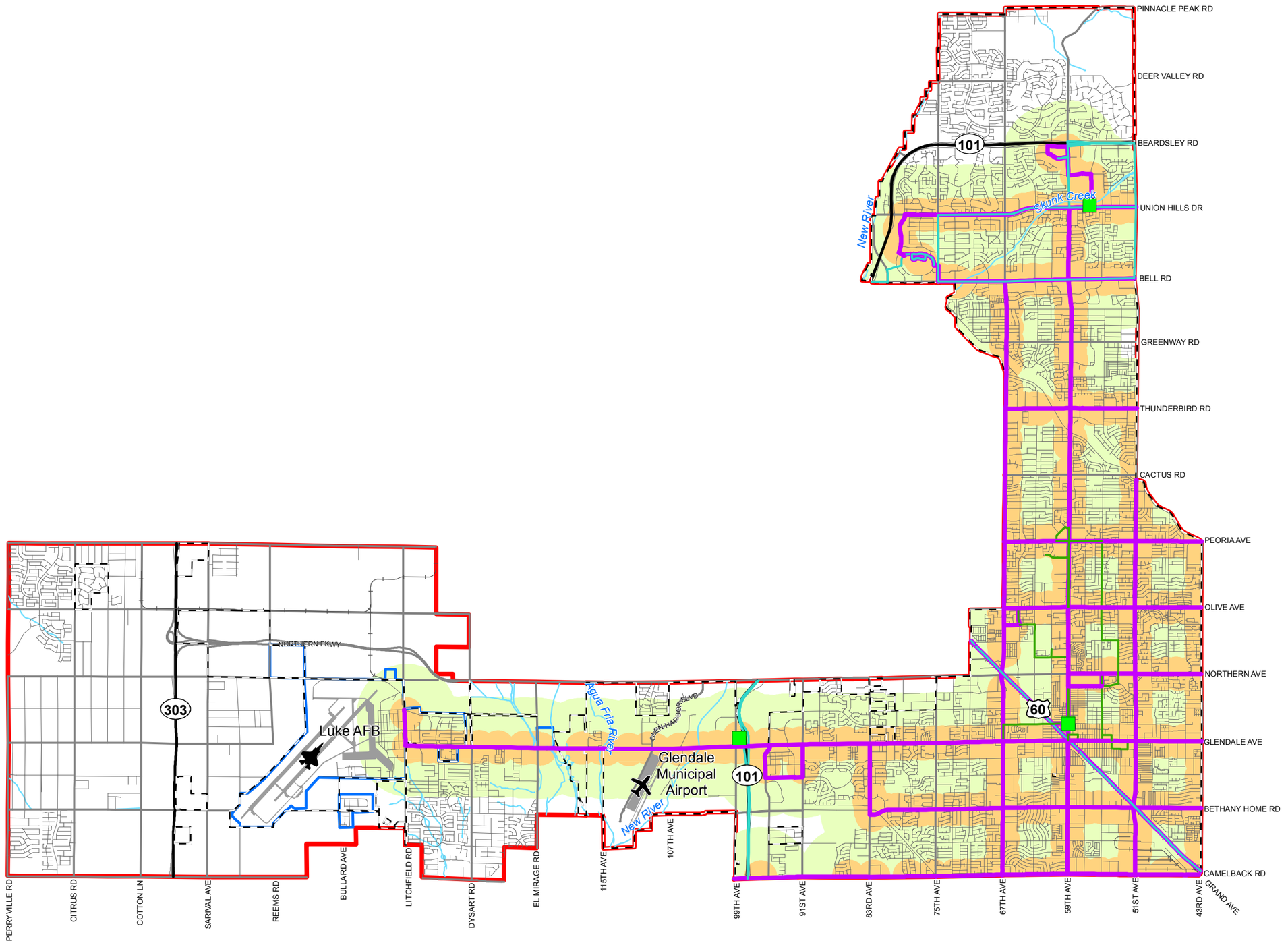
Matrix DESIGN GROUP

0 ½ 1 2 Mile

Figure 3

Glendale Roadway Classifications

Please see the next page.



ENVISION GLENDALE 2040

Legend

- Valley Metro Park and Ride
- Transit Service Area (1/4 mile from bus stop)
- ADA Accessibility Area (3/4 mile from bus stop)

Bus Route Service

- Glendale Urban Shuttle (GUS)
- Express
- Local

- Glendale City Limits
- Glendale Municipal Planning Area
- Luke Air Force Base
- Freeway / Highway
- Major Arterial / Arterial
- Collector / Local Road
- Railroad
- River / Creek
- Luke AFB
- Airport

Source: Glendale Transportation Division, 2014.

Matrix DESIGN GROUP

0 ½ 1 2 Mile

Figure 4

Glendale Transit Network

Please see the next page.

Goal C-2 Public transit as a viable alternative mode of travel.

Policy C-2.1 The City should continue to operate and encourage multimodal transit system that includes local and express bus, high capacity transit and dial-a-ride service.

Policy C-2.2 The City should expand transit to serve more Glendale neighborhoods, special needs locations (such as access to retirement centers, education institutions, business activity center), and high capacity transit connections.

Policy C-2.3 The City should expand transit service frequency in priority corridors and increase transit service coverage as demand and resources permit.

Policy C-2.4 The City should strive to include shaded and maintained shelters at all bus stops.

Policy C-2.5 The City should ensure compatibility with the regional transit system, particularly connections to high capacity transit corridors and nodes.

Goal C-3 Improved road systems to enhance neighborhood and environmental quality.

Policy C-3.1 The City should support noise walls and other mitigation measures along freeways and expressways.

Policy C-3.2 In accordance with the most current Glendale Transportation Plan, the City shall implement program intersection improvements to facilitate the smooth flow of traffic and improve accessibility.

Policy C-3.3 The City shall encourage subdivisions to provide access from collector streets and discourage the use of local streets as alternatives (a bypass) to arterials.

Policy C-3.4 The City shall promote connectivity throughout residential street patterns. Where cul-de-sacs are permitted, the City shall promote pedestrian and bicycle travel by including pathways as appropriate to connect cul-de-sacs to other streets or community facilities such as parks and schools.

Policy C-3.5 The City should coordinate traffic signals and focus on Intelligent Transportation System (ITS) to reduce traffic congestion and minimize drive time, improving air quality.

Policy C-3.6 City shall develop/update access management criteria to balance roadway operational needs with development access needs to improve safety and traffic flow.

Goal C-4 Transportation needs are met through fair and adequate financing.

Policy C-4.1 The City shall continue to manage and pursue dedicated transportation funding sources, assistance from other levels of government, and impact fees associated with new developments.

Policy C-4.2 The City should join with other communities to seek increased state and regional funding sources.

Goal C-5	Foster a strong economy through transportation system connectivity and improvements.

Policy C-5.1 The City should enhance road and transit systems to reduce congestion and provide access to employment sites.

Policy C-5.2 The City should connect Northern Parkway to the Loop 101 Freeway, and ultimately connect to Grand Avenue.

Policy C-5.3 The City shall promote and support timely and appropriate development adjacent to major transportation corridors.

Policy C-5.4 The City shall identify and promote Transit-Oriented Development in areas that can support the region.

Goal C-6	Glendale's transportation system is connected to neighboring communities.

Policy C-6.1 The City should identify potential future high capacity transit corridors.

Policy C-6.2 The City should continue to work with Valley Metro to offer regional transit links including park-and-ride facilities, transit centers, and convenient access to high capacity transit.

Policy C-6.3 The City should work closely with adjacent jurisdictions and MAG to plan for synchronized transportation links and supporting the completion of regional facilities (freeways, expressways, a high capacity transit system and trail and bicycle connections).

Policy C-6.4 When considering improvements to major arterials, arterials, and parkways within the Municipal Planning Area, the City shall consider the regional impact of these improvements and coordinate with neighboring jurisdictions on the development of alternatives as needed.

Goal C-7	Glendale's transportation system is up-to-date and provides safe and efficient movement of people and goods to and within the city.

Policy C-7.1 The City shall plan and develop effective measures to relieve traffic congestion and improve safety at major intersections and along arterial roads.

Policy C-7.2 The City shall strive to maintain LOS "C" or better for both daily and peak hour conditions. Exceptions to this standard may be considered for intersections where road improvements are not feasible.

Policy C-7.3 The City shall establish an effective program, including financing, for construction of street improvements and for upgrading and maintaining existing roadways in the City, with priority given to areas exceeding acceptable LOS standard. Where physical mitigation is not feasible, the City shall consider developing programs that enhance alternative access or otherwise minimize travel demand.

Policy C-7.4 The City shall identify streets or corridors that are appropriate as Complete Streets (as defined by the latest Glendale Transportation Plan), providing safe access for all autos, bicyclists, and pedestrians using the corridor.

Policy C-7.5 The City should review all new development to incorporate "Complete Streets" design considerations.

Policy C-7.6 The City should seek to identify and secure right-of-way for future transportation needs when feasible.

Policy C-7.7 The City shall support the integration of innovative technology solutions (such as intelligent transportation systems), quality engineering practices, and construction schedules designed to minimize disruption into the overall transportation system to improve circulation.

Policy C-7.8 The City shall establish and implement the Transportation Plan's Functional Classification Map, with related development guidelines, to maintain the desired hierarchy of surface transportation facilities.

Policy C-7.9 The City shall evaluate the location of truck routes to provide appropriate access to industrial and heavy commercial developments.

Goal C-8 Land use ties into existing and future transportation systems.

Policy C-8.1 The City should encourage Transit-Oriented Development in areas served by new modes of high capacity transit and establish standards for new developments to promote ridership.

Policy C-8.2 The City should consider the development of Special Area Plans near high capacity transit stops to promote development patterns and uses that take advantage of the transit service connection.

Policy C-8.3 The City shall require new development to provide adequate connectivity to existing transportation networks.

Policy C-8.4 The City should integrate mixed-use development to reduce the number of vehicular trips.

Policy C-8.5 The City should utilize Transit-Oriented Development strategies to promote an environment that supports a live-work-play philosophy in support of both residential and employment opportunities (in conjunction with the Glendale Transportation Plan).

Policy C-8.6 The City should encourage developers to establish densities of at least 15 dwelling units per acre for new residential development in areas within a quarter mile radius of high capacity transit stations.

Policy C-8.7 The City should encourage certain compatible uses surrounding park-and-rides, including childcare, laundry facilities, and grocery / convenience stores

Policy C-8.8 The City shall support and encourage connectivity, based on alternative transportation modes, within neighborhoods and between neighborhoods, activity centers, and the region, when making land use decisions.

Please see the next page.

5.3 BICYCLING AND PEDESTRIAN ELEMENT

The Bicycling and Pedestrian Element identifies goals and policies to support community bicycling and walking, both for recreation and as a mode of transportation. Within this element are the City's plans for current systems and future projects. This element is supported by the Glendale Transportation Plan, which describes the existing conditions of the bikeway and pedestrian system and identifies current planning directions.

Bicycling

The City has completed an extensive study of bicycling systems, including an inventory of existing facilities and an assessment of Glendale's bikeability. Most existing off-street bikeways are located along canals, washes and through park areas. The bicycle network includes bike routes, pathways, trails, on-street lanes, street-level or grade-separated crossings, and bike parking facilities (see Figure 5). Identified challenges for bicycle users include: need for support facilities, barrier effect of freeways, rivers and railroad, connectivity between residential areas, schools and other destinations, and difficult street crossings.

Walkability

Walkability is important for healthy, sustainable communities. Enhancing walkability improves neighborhood and amenity accessibility, encourages healthy lifestyles, reduces air pollution, and increases affordability.

Enhancing walkability is crucial to creating an inclusive and accessible community to Glendale residents unable to drive, such as children and some elderly, and for those without personal vehicles. Providing comfortable sidewalks and other pedestrian connections offers new mobility options to and from destinations. Since walking is a form of exercise, extending walkable options to and from work and other daily trips encourages healthy lifestyles for those with busy schedules. Offering walkable connections throughout Glendale also minimizes vehicular use and necessity, thus reducing air pollution from transportation and affordability.

Goals and Policies

Glendale intends to support bicycling and walking as healthy, energy-conserving transportation alternatives and a valued part the city's quality of life.

Goal BP-1	Bicycle circulation system with a continuous network, enabling access to all parts of the city.

Policy BP-1.1 The City shall promote the development of a comprehensive and safe system of recreational and commuter bicycle routes that provide access to key destinations, including community facilities (such as schools, libraries and parks), shopping areas, jobs, and activity centers, with appropriate linkages to neighborhoods. Figure 5 illustrates the layout of this system.

Policy BP-1.1 The City should connect parks to planned bicycle routes and recreation corridors, including trails, such as along New River, Skunk Creek, the Thunderbird Park Paseo, and the Agua Fria River.

Policy BP-1.2 The City shall encourage businesses to provide facilities for their employees who commute to work by bicycle.

Policy BP-1.3 The City shall establish rezoning policies to include off-site bicycle facility extensions where development creates a reasonably related impact.

Policy BP-1.4 The City shall encourage businesses to provide facilities for customers and visitors, thereby encouraging bicycle use and to making bicycling safe, convenient and enjoyable.

Policy BP-1.5 The City shall coordinate with local educational institutions when reviewing changes to bicycle facilities to encourage students and staff to bike to campuses.

Policy BP-1.6 The City should support the consideration of a comprehensive Bike Share Program.

Goal BP-2	Bicycle facilities are separated from corridors with heavy vehicular traffic when feasible.

Policy BP-2.1 The City should plan appropriately spaced grade-separated crossings (overpass/underpass) for major arterials as a component of roadway expansion or improvement.

Policy BP-2.2 The City should design recreational bicycle paths away from traffic when feasible; along rivers, canals, and open space preserve areas.

Policy BP-2.3 The City should continue to identify opportunities to designate collector streets as bicycle routes, providing cyclists' with the option to avoid major arterial traffic if desired.

Policy BP-2.4 The City shall continue to investigate and pursue funding sources for acquisition, development and maintenance of paths and trails for bicycles and pedestrians that are located in separate rights-of-way or physically separated from automobiles.

Policy BP-2.5 The City should encourage the development of conveniently located bike parking so as not to impede pedestrian walkways.

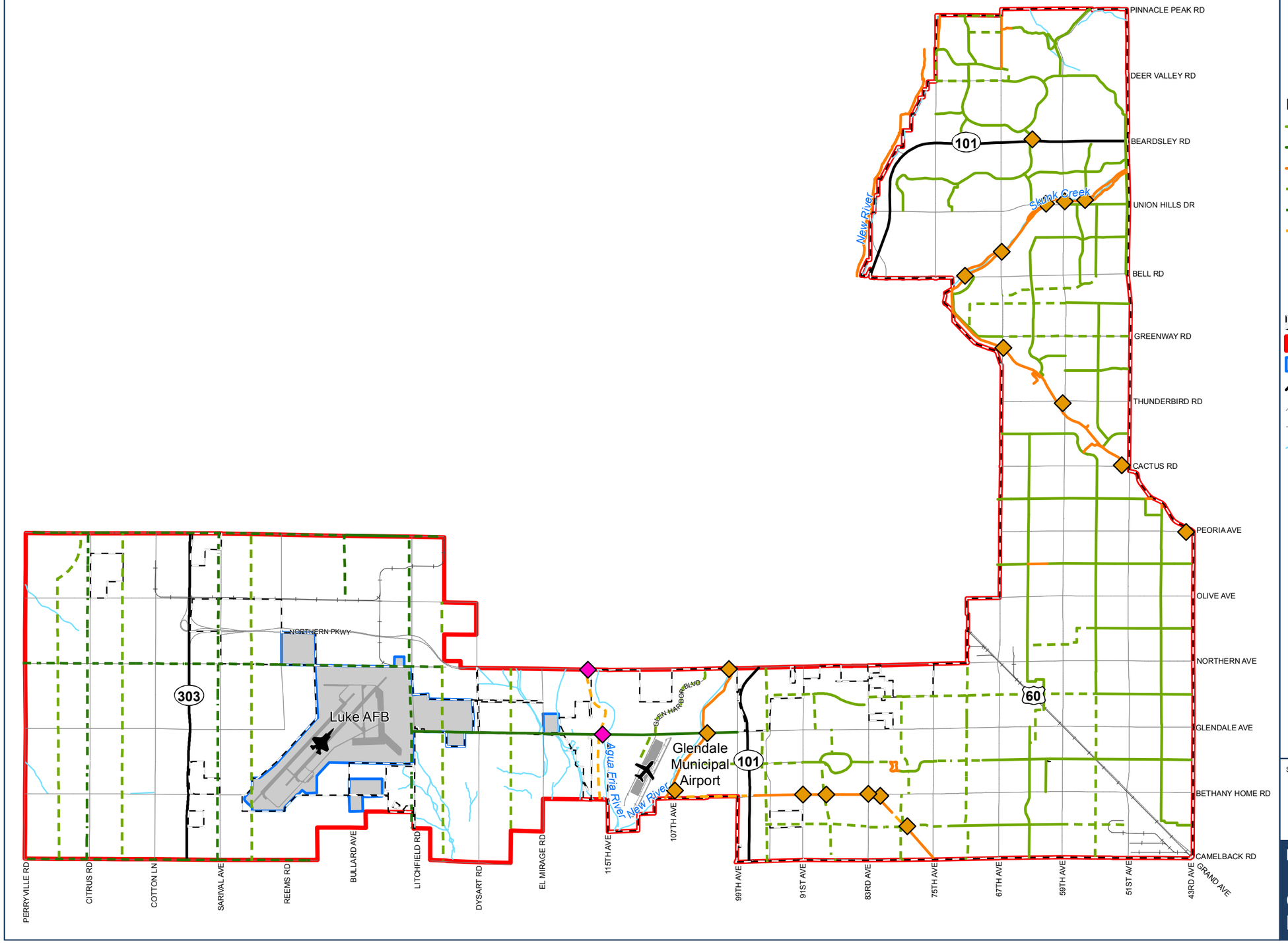
Goal BP-3	Glendale is ranked by the League of American Bicyclists as a silver-level community for biking.

Policy BP-3.1 The City should implement the bicycle goals and strategies identified in the City's Transportation Plan.

Policy BP-3.2 The City shall consider the ability to complete connectivity as an important factor when evaluating new bicycle system improvements.

Policy BP-3.3 The City should incorporate support facilities within the bicycle network as part of its project planning and development process, when feasible. Support facilities may include rest areas, bike racks, directional signage, and so forth.

Policy BP-3.4 The City should consider recommendations from local bicycle advocacy groups concerning bicycle facilities.



ENVISION GLENDALE 2040

Legend

- Existing On-street Bikeway (collector streets)
- Existing On-street Bikeway (arterial streets)
- Existing Off-street Multi-use Pathway
- Future On-street Bikeway (collector streets)
- Future On-street Bikeway (arterial streets)
- Future Off-street Multi-Use Pathway
- Existing Pathway Underpass/Overpass
- Future Pathway Underpass/Overpass
- Glendale City Limits
- Glendale Municipal Planning Area
- Luke Air Force Base
- Freeway / Highway
- Major Arterial / Arterial
- Railroad
- River / Creek
- Luke AFB
- Airport

Sources: Glendale, 2014; Parsons Brinckerhoff, 2015.

Matrix DESIGN GROUP

0 ½ 1 2 Mile

Figure 5

Glendale Bicycle and Pedestrian Network

Please see the next page.

Goal BP-4	Glendale is a pedestrian friendly city that encourages and promotes walking as a regular means of transportation.

Policy BP-4.1 The City should develop, operate and maintain comprehensive and continuous pedestrian facilities.

Policy BP-4.2 To encourage pedestrian activity in Glendale, the City shall provide safe and convenient pedestrian corridors that link activity centers with residential neighborhoods.

Policy BP-4.3 The City shall encourage wide, landscaped, shaded sidewalks along key pedestrian corridors identified in the City's Transportation Plan.

Policy BP-4.4 The City shall consider pedestrian safety as part of project review, including evaluation of the need for crosswalks and other pedestrian safety features.

Policy BP-4.5 The City shall consider the inclusion of appropriate street furniture and other pedestrian improvements to be designed and installed for new development or redevelopment proposals that will generate higher pedestrian traffic.

Policy BP-4.6 The City should minimize curb cuts through limiting new driveways and combining existing driveways wherever feasible.

Policy BP-4.7 The City should install medians with pedestrian refuges or mid-block crossings, where roadway width allows, on Parkways, Major Arterials and Arterials with four or more travel lanes.

Policy BP-4.8 The City shall encourage pedestrian path connections to the regional trail / bike system.

Goal BP-5	Bicycle and pedestrian routes receive equal consideration as vehicular travel in planning and design.

Policy BP-5.1 The City shall consider walking and bicycling equal to other modes of transportation and shall accommodate them in all new developments.

Policy BP-5.2 The City shall develop a Complete Streets policy that supports all modes of transportation and addresses the inclusion of pedestrian and bicycling facilities in new and existing road corridors, where appropriate.

Policy BP-5.3 The City should develop a Complete Streets Design Manual to address specific location and design criteria for accommodating all users on all street types.

Policy BP-5.4 The City shall provide traffic calming measures on local / residential streets and require new developments to integrate traffic calming methods to site plans in order to ensure the safety of pedestrians and residents.

Policy BP-5.5 The City shall cooperate with local schools to develop, maintain, and update a Safe Routes to School program.

Policy BP-5.6 The City shall promote law enforcement and educational awareness programs for bicycle and pedestrian safety on a continuing basis.

Policy BP-5.7 Where feasible, pedestrian facilities should be looped and interconnected.

Policy BP-5.8 Promote safety by minimizing conflicts between automobiles, bicycles, and pedestrians with special attention to lighting resources on commercial corridors.

Public Facilities and Services

6.1 PUBLIC FACTILITIES AND SERVICES THEME OVERVIEW

Over time, the City of Glendale has built a strong public facilities and services base to serve residents and visitors alike. Looking toward 2040, the Public Facilities and Services Theme builds on this foundation by providing the framework not only for needed expansions, but to focus attention on renewal and replacement as well. The key objective of the elements that make up the Public Facilities and Services Theme is to plan for future needs, deliver superior public facilities and services for the next generations, plus have needed expansions and improvements completed in advance of demand.

The primary focus of the Public Facilities and Services Theme is to provide cost-effective service within the city's boundaries, as some system responsibilities do not extend into the greater Municipal Planning Area (MPA). Development on land to the west of 115th Avenue, however, may generate some demand on Glendale facilities (such as police, fire, sanitation, road maintenance, parks, and library services) and would likely bring additional customers to city businesses.

Community standards require continuous recalibration to ensure that citizen expectations are met in the mature portions of the City as well as in newly-developing areas. Year-to-year adjustments occur in the Capital Improvement Program, in departmental budgets and in City Council funding decisions. Public asset investments are to be measured both to assure service equality for older neighborhoods and fair share payments from future developments.

As the sixth largest city in the State of Arizona, Glendale plans for broader scope in its attractions: the multi-purpose Arena, an urban downtown, venues for cultural activities and the arts. These assets support economic development as well as quality of living enhancements for local residents. It is also necessary to keep pace – and improve – service to citizens and visitors for public safety, streets, drainage, water supply/quality, wastewater treatment, recreation and many other municipal functions. The elements within the Public Facilities and Services Theme are interrelated with all other General Plan aspects in maintaining cost-effective infrastructure.

The Public Facilities and Services Theme is composed of the following five elements:

- Public Services, Facilities, and Buildings Element
- Water Resources Element
- Public Health and Safety Element
- Open Space Element
- Recreation Element

Public Services, Facilities and Buildings Element

Glendale has a history of providing high quality public services, facilities, and buildings to its residents and visitors. Municipally provided services include police and fire protection, water and sewer utilities, parks and recreation, libraries, street maintenance, solid waste pick-up and disposal, storm water management, and neighborhood services. City facilities and buildings include fire and police stations, a substantial library system, plus a modern and elegant Civic Center.

Over the next 25 years it is critical that Glendale is prepared to renew aging facilities and to deliver needed capacity and services to growing areas. The Public Services, Facilities and Buildings Element provides the goals and policies needed to guide planning, maintenance and use of Glendale's significant public infrastructure and service investments.

Water Resources Element

The Water Resources Element provides a framework that addresses major water policy and planning issues that will ensure the City can provide an adequate, dependable, and safe water supply to meet the current and future demands of residents and businesses in its service area. The main objective for Glendale during this planning period is maintaining and enhancing its designation of assured water supply by the Arizona Department of Water Resources (ADWR).

It is important that the City provides an adequate and sustainable supply of affordable quality water. This element is consistent with, and provides continuity with, other related elements: Conservation of Resources; Environmental Planning; Energy; and Public Services, Facilities and Buildings Element.

Public Health and Safety Element

The Safety Element focuses on one of the most important functions any municipality can perform: guarding the safety and security of its residents and visitors. The Safety Element establishes a framework for the City's creation and implementation of plans and programs for protecting and serving the community through the provision of police, fire, and emergency medical services.

Public security is a basic tenet of all municipal planning. Personal safety and the protection of home and property are inherent in all General Plan elements.

Open Space Element

The Open Space Element assesses current conditions and provides recommendations for implementing a system of open spaces/ recreational resources for the Glendale Municipal Planning Area. The overall objective of the Open Space Element is to ensure that adequate open space is preserved for the benefit of existing and future residents and visitors. As the City continues to build out and expand to the west, major open space corridors should be preserved and enhanced.

The Open Space Element provides an inventory of current and proposed open space as well as strategies to preserve these open space resources. This element is closely linked with the Recreation Element, Bicycling and Pedestrian Element, and the Circulation Element.

Recreation Element

The Recreation Element, in coordination with the Open Space Element, identifies the system of public recreation sites including parks, paseos, and recreation centers, intended to serve the planning area residents today, in the year 2040, and beyond. This element is designed to be consistent with, and supportive of, the Open Space Element and the Bicycling and Pedestrian Element.

6.2 PUBLIC SERVICES, FACILITIES AND BUILDINGS ELEMENT

Glendale has pride in the full range of existing public buildings it has created and the services provided to a growing population. Public buildings in Glendale include traditional fire and police facilities, a diverse and functional City Hall and Civic Center, and a substantial library system.

The Public Services, Facilities and Buildings Element necessarily overlaps and provides continuity with other key General Plan Elements: Recreation, Open Space, Water Resources, Cost of Development, and Neighborhood Preservation and Revitalization. Each City department is responsible for public building-based services, including conducting ongoing planning and programming for needed maintenance, replacement and expansion. The City's Capital Improvement Program contains detailed summaries of proposed improvements for each department.

Goals and Policies

As the City matures, its diverse population benefits from the quality and range of services and programs local government is able to provide. The following goals and policies reflect the desired direction for financing and provision of public services, facilities and buildings over the next 25 years.

Goal PS-1	Public services are conveniently located for citizen accessibility.

Policy PS-1.1 The City shall review and report on access to public services with particular attention to special needs populations.

Policy PS-1.2 The City should increase access to public services and promote community- or neighborhood-scale services.

Goal PS-2	Municipal assets are appropriate in scale and location to foster new development and economic growth.

Policy PS-2.1 The City shall plan for growth while being mindful of infrastructure capacity with specific consideration to residents' health and safety.

Policy PS-2.2 The City should prioritize public infrastructure improvements and investments to optimize service to existing development as well as new economic development opportunities.

Policy PS-2.3 The City shall require developers to pay their proportionate share of new capital projects.

Policy PS-2.4 The City shall encourage and seek public-private partnerships for the development, restoration or expansion of City facilities where appropriate.

Policy PS-2.5 The City should encourage identifiable community themes in City facilities to foster visual continuity.

Goal PS-3	Public facilities are located and designed to enhance community surroundings.

Policy PS-3.1 The City shall consider convenience, accessibility, and safety when placing community gathering spots.

Policy PS-3.2 The City shall guide growth to preferred locations through proximity to utilities, police, fire stations, and libraries.

Policy PS-3.3 The City shall ensure municipal buildings and public areas are designed and maintained to embody the community's quality and standards.

Policy PS-3.4 The City shall allow for technological change by retrofitting existing public facilities to meet changing community needs

Policy PS-3.5 The City should design and build structures to be multi-purpose, adaptable to a variety of functions, and share facilities for maximum public utilization and efficiency.

Policy PS-3.6 The City should construct facilities that benefit the community's recreational needs.

Goal PS-4	Public activities are available for all ages, abilities, and interests.

Policy PS-4.1 The City should sponsor nationally recognized events to increase opportunities for residents and visitors to participate in diverse activities.

Policy PS-4.2 The City shall encourage public activities that promote interactions among various neighborhoods, age groups, cultures and incomes.

Goal PS-5	New public facility development and public services are cost-effective.

Policy PS-5.1 The City shall continue expanding and diversifying funding for maintaining, repairing, upgrading and servicing public infrastructure and facilities.

Policy PS-5.2 The City shall actively search for partnering opportunities with other jurisdictions to bring valuable services.

Policy PS-5.3 The City shall periodically audit public facility and services operations to ensure cost-effective delivery of services.

Goal PS-6 School facilities are adequate, well-maintained, and high-quality.

Policy PS-6.1 The City should meet periodically with the local school districts to identify new school facility needs in order to ensure that the number, type and location of school facilities are commensurate with growth.

Policy PS-6.2 The City shall encourage school districts to site K-8 schools within residential neighborhoods, where appropriate, to minimize the student crossing of major arterial or collector streets.

Policy PS-6.3 The City shall require new projects to mitigate impacts on school facilities, and evaluate alternatives for funding, such as assessment districts, to the extent allowable under State law.

Policy PS-6.4 The City shall continue to work with local school districts to monitor housing, population, and school enrollment trends in order to determine future enrollment needs. In particular, assess the anticipated housing and population growth during the development of specific plans and large projects to determine school facility needs.

Policy PS-6.5 The City shall encourage school districts to maintain school properties and buildings.

Policy PS-6.6 The City should work with the school districts to evaluate the ability to expand or renovate school facilities within infill areas to provide adequate facilities; and evaluate alternatives such as smaller school sizes, smaller campus land areas, and multi-story buildings.

Policy PS-6.7 The City should encourage developers to address school district needs based on new development impacts.

Goal PS-7 Glendale's public library system is full-service and high-quality.

Policy PS-7.1 The City shall encourage the siting of new library facilities near or adjacent to other City facilities, schools, and parks.

Policy PS-7.2 The City shall continue to adjust library services to meet the educational, informational, and cultural needs of all City residents.

Policy PS-7.3 The City should expand public access to the Internet and other emerging information technologies at existing and future libraries.

Policy PS-7.4 The City should evaluate additional funding mechanisms for the construction and operation of libraries within the City.

Please see the next page.

6.3 WATER RESOURCES ELEMENT

Water resources are a critical component in supporting Glendale's economic base and in enhancing its residents' quality of life. Water resources are used by residents and businesses for a variety of purposes such as drinking, cooking, cleaning, landscape irrigation, and recreation.

The goals and policies in this element provide guidance for addressing water resources issues and are aimed at protecting Glendale's sustainable water supplies, limiting groundwater use, and ensuring that the MPA has adequate water supplies for residents and business well into the future. This is all to be accomplished while ensuring that these goals are met in ways that have a minimal impact on the ratepayers.

Assured Water Supply

The assured water supply rules require all new subdivisions located in the Phoenix Active Management Area (AMA) have a 100-year assured water supply. The Arizona Department of Water Resources reviews assured water supply designations at least every 15 years to determine if an assured water supply still exists. In 2010, the City obtained a Designation of Assured Water Supply by demonstrating it possessed sufficient water resources for all lands in its current water service area until 2025. The City believes it has sufficient water resources for the eventual build-out of its current water service area.

On July 15, 2005, the Glendale City Council adopted an annexation policy that viable private companies may provide water and sewer service for any annexed areas located beyond the city's existing water and sewer areas. At a June 3, 2008 Workshop, the City Council provided direction that the provision of water and sewer services in the geographic area located west of 115th Avenue would be paid for by property owners, not impacting existing Glendale water and sewer customers east of 115th Avenue. Thus, Glendale chose not to expand its water service area west of 115th Avenue. Instead, City leaders decided that it was more appropriate to have private water and sewer companies serve this area.

Surface Water

Valley farmers who settled in Glendale during the 1800s acquired water rights to irrigate their fields. Later, they worked in conjunction with political leaders at the state and national level to build the infrastructure for today's Salt River Project (SRP). It was one of the first Federal reclamation projects. The lands within Glendale's water service area that fall within the boundaries of the SRP have rights to surface water from the Salt and Verde Rivers and delivered through the SRP system. These lands are referred to as "On-Project." Water developed by the project must be used within the project's boundaries. At one time most of the SRP on-project land in Glendale was agricultural; today much of the land is used for homes and businesses.

The City's other surface water supplies are from the Colorado River. Most of these Colorado River supplies are included in Glendale's Central Arizona Project (CAP) municipal and industrial (M&I) allocation. Beyond this basic allocation, Glendale receives other amounts of Colorado River water that is delivered through the CAP system. These amounts are a result of water rights settlements or contract negotiations. This water is leased from Indian tribes or is under other long-term contracts.

Surface Water Sustainability and Drought

Surface water is Glendale's most sustainable supply because it is a renewable supply. Winter and summer storms fill the reservoirs on the SRP and CAP systems where the water is stored until it is needed. Nevertheless, seasonal and annual variations in precipitation and runoff can significantly impact the amount of surface water the City receives in

a given year. Because of this, surface water supplies are susceptible to drought. The City adopted and maintains a Drought Management Plan which is described in more detail later in this element.

Groundwater

The State of Arizona's assured water supply program regulates the amount of groundwater available for use by the City. The goal of the Phoenix Active Management Area is to have safe yield by 2025. This means that there will be a balance between the amount of water that goes into the ground from natural or artificial sources and the amount of water that is pumped from the ground.

The 1980 Groundwater Management Act recognizes that some groundwater pumping must continue to occur. Still, it is a desirable goal to limit the amount of pumping as much as possible.

There are opportunities to increase the City's available groundwater supply. Most agricultural land that was farmed between 1975 and 1980 was issued an Irrigation Grandfathered Right (IGFR). An IGFR is a right to irrigate land with groundwater until the last crop is produced. Once the land is no longer being farmed, the IGFR can be extinguished and converted to assured water supply credits. These credits, when added to a designated municipal water provider's groundwater account, have the effect of increasing the amount of allowable groundwater a provider may pump under its designation. It is Glendale's policy to ask that the IGFRs be extinguished and transferred to Glendale when agricultural land is developed for urban use.

Stored Water Credits

The City has the ability to store surface water underground and receive credits for this water that it can use later in times of droughts or other shortages. Water recharge can come from a variety of sources. Glendale can store CAP water and develop Long-Term Storage Credits (LTSC) at several facilities. These include the New River – Agua Fria Underground Storage Project (NAUSP) operated by SRP in which Glendale is a part owner. Glendale can also store CAP water in CAP recharge facilities. Glendale has recharge permits at three CAP facilities: Superstition Mountains Recharge Project (SMRP), the Hieroglyphic Mountains Recharge Project (HMRP), and the Agua Fria Recharge Project (AFRP). Glendale can also store Colorado River water for future use with a Groundwater Savings Facility (GSF). The City partners with irrigation water providers who can take Glendale's CAP water in lieu of pumping groundwater. Glendale then gets a credit for the amount of groundwater not pumped since the agricultural partners used CAP water instead.

In addition to Colorado River water, Glendale can recharge its New Conservation Space (NCS) water stored behind Roosevelt Dam. The NCS water can be stored in NAUSP or recharged using a GSF.

Glendale is also able to store reclaimed water (treated effluent) at NAUSP and at its West Area Aquifer Recharge Facility to develop credits that can be used for future use.

Reclaimed Water

Reclaimed water is produced when wastewater is treated to acceptable standards for reuse. Reclaimed water can serve as a water source through direct use and artificial recharge. Direct use includes using reclaimed water for landscape irrigation, artificial lakes and certain industrial applications. Direct use of reclaimed water as a replacement for potable drinking water is currently not done primarily because of public acceptance and cost-effectiveness concerns. The second potential is to use reclaimed water to recharge underground aquifers.

The City of Glendale produces reclaimed water at two water reclamation facilities, the Arrowhead Ranch Water Reclamation Facility and the West Area Water Reclamation Facility. Glendale owns and operates the West Area Aquifer Recharge Facility (WAARF) in conjunction with its West Area Water Reclamation Facility. This recharge facility uses open recharge basins to allow the reclaimed effluent to percolate slowly into the ground. Glendale is currently in the process of exploring other options for recharging reclaimed water. This includes a potential location at Heroes Regional Park.

Existing Water Demand

The City has been very successful in providing water service to a rapidly growing population and expanding economic base. Over the past 50 years, the City confronted and successfully met a number of water resources challenges. Faced with water quality concerns and the need to reduce its reliance on groundwater, the City constructed the Cholla Water Treatment Plant in 1976 to use its Salt River Project surface water supplies. In 1983, the City obtained a Central Arizona Project water allocation and in 1986 built the Pyramid Peak Water Treatment Plant to process its Central Arizona Project water supply. The City also secured additional Colorado River supplies though a water right settlement with the Salt River Pima Maricopa Indian Community in 1989. In 1996, the City participated in a cost sharing agreement to construct new conservation space at Modified Roosevelt Dam, which allows the City to accrue water storage credits from the Salt River for water that would otherwise be lost during floods. The City is further developing its water supply through water reuse.

Significant developments since the 2002 General Plan include the expansion of the West Area Water Reclamation Plant to 11.5 MGD in 2005, expansion of the Pyramid Peak Water Treatment Plant to 48 MGD in 2006, construction of the NAUSP recharge project in 2006, construction of the Oasis plant in 2007, and the amended / restated White Mountain Apache Tribe water rights settlement and lease of 2,363 acre-feet (AF) in 2012.

The development of the City's water resources supply portfolio was necessary to meet the growth in water demand. Glendale's water demand increased from 21,623 AF in 1980 to 33,302 AF in 1990. From 1990 to 2002 the City's water demand increased to a high of 54,733 AF in the drought year of 2002. Over the past ten years Glendale's water use has stabilized at approximately 50,000 AF per year.

The stabilization of water demand despite an increase in population over the past decade reflects a number of water conservation and efficiency trends. These include more efficient appliances and fixtures, reduced outdoor water use due to xeriscaping, smaller lot sizes, increased cost of water, and a greater water conservation ethic on behalf of residents. It is an open question whether this trend toward demand reduction and stabilization will continue or if it has reached its maximum extent. The City of Glendale, in conjunction with partners and other municipalities in Maricopa County, is participating in a study to examine residential water demand trends. A similar study is being conducted in Pima County.

Projected Water Demands

The City water demand projections are derived using land use and water consumption data. The total annual water demand for the City's current water service area at build out is estimated to be in the 73,000 to 80,000 acre-feet range. For planning purposes, a demand of 2 to 2.2 AF per acre is used.

Drought Management

Surface water supplies delivered through the Central Arizona Project (CAP) and the Salt River Project (SRP) are subject to reductions during major droughts on the watersheds. While droughts in the desert southwest are nothing new, a prolonged drought has impacted the Salt River Project and Central Arizona Project watersheds since the last general plan was completed in 2002. The year 2002 was a particularly dry one, and resulted in the creation of Governor's Drought Task Force in 2003. Arizona adopted a statewide Drought Preparedness Plan in 2004. Glendale also adopted its own Drought Management Plan in June of 2004.

Glendale's Drought Management Plan follows the state model, with four levels of increasingly stringent conservation measures that can be implemented in phases as a drought increases in severity. The drought reduction measures are voluntary for residential and commercial customers, until the third drought stage when mandatory measures could be implemented, if necessary.

A number of conditions have changed since Glendale originally prepared its drought plan, both from an infrastructure and policy aspect. In its 2012 final report to the Mayor and Council, the Citizen Task Force on Water and Sewer recommended that the Glendale drought ordinance and drought management plan reflect these current conditions.

One of the most significant changes in the last decade is the lessened availability of "excess" CAP water—an amount allocated to but not used by water providers and thus available for use by others. As more entities are using a greater percentage of their allocations, less excess CAP water has been available. The recovery of stored water credits by the Central Arizona Water Conservation District of water stored underground by the Water Bank will help firm up CAP supplies during a severe drought on the Colorado River and a declared shortage on the CAP system.

While considerable progress has been made on recovery planning at the state level, the best course of action for Glendale is to continue recharging its own excess supplies and reclaimed water so it can be available to the City should a drought occur. This approach requires Glendale to maintain and increase its well capacity. In more extreme cases of drought, Glendale may need to implement a voluntary water use reduction across the service area. In the worst case, the drought management plan calls for mandatory measures.

Goals and Policies

The quality of life in Glendale is directly linked to a healthy, potable water supply. The Glendale City Council sets policies to protect water rights and contractual arrangements that allow residents and businesses an ample supply of water for economic development while protecting the environment. The goals and policies that follow provide the guidance for addressing water resource management issues.

Goal WR-1	Glendale maintains a designation of assured water supply by the Arizona Department of Water Resources (ADWR).

Policy WR-1.1	The City shall maintain and protect a water resources supply portfolio sufficient to meet current and anticipated demands.
Policy WR-1.2	The City shall actively pursue acquisition of additional water resources as the population in the water service area and the associated water demands increase.
Policy WR-1.3	The City shall allow new development to use City assured water supply status when deemed to be in the public interest.
Policy WR-1.4	The City shall continue to request new developments transfer grandfathered water rights, when available, as a reasonable condition to receive City assured water supply.
Policy WR-1.5	The City should consider constructing additional water recharge and recovery facilities.
Policy WR-1.6	The City shall continue to review development proposals regarding potential impacts to Glendale's water supply.
Policy WR-1.7	The City shall maintain master water resource and drought management plans.

Goal WR-2	Glendale provides and protects a dependable and sustainable water supply at a reasonable cost to City customers.

Policy WR-2.1	The City shall design, construct, manage, and operate treatment and conveyance systems to keep services affordable to customers.

Goal WR-3	Glendale maintains adequate groundwater reserves by limiting groundwater pumping.

Policy WR-3.1 The City shall reduce groundwater pumping as much as possible, while providing redundancy and back-up capability for emergencies and drought.

Policy WR-3.2 The City shall encourage the use of non-potable water supplies for irrigation of landscape and agriculture, whenever available and cost effective.

Goal WR-4	Glendale maximizes current recharge facilities and has ample long-term storage credits.

Policy WR-4.1 The City shall continue the use of current groundwater recharge facilities and plan in advance for future facilities needed.

Policy WR-4.2 The City shall maximize the use of recharge projects within the facility's permitted parameters.

Policy WR-4.3 The City shall develop a planned, sustained program to set aside specific amounts of water for recharge. Do not sell credits already in Glendale's long-term storage account unless pressing financial needs arise.

Policy WR-4.4 The City shall maximize amount of surface and reclaimed water recharged and increase amount of long-term storage credits.

Policy WR-4.5 For reclaimed water not used for recharge, the City shall maximize its use of reclaimed water that meets minimum quality standards for non-residential irrigation and industrial applications. For new facilities with 10 acres or more of turf, encourage reclaimed water use when supplies become available.

Goal WR-5	The City provides safe, reliable, high-quality water and wastewater service within the City's service area which does not extend west of 115th Avenue.

Policy WR-5.1 The City shall educate and continually inform existing and new residents, business and/or developers of the City's policy regarding extension of water or wastewater resources, service or infrastructure west of 115th Avenue.

Policy WR-5.2 The City shall consider updating supply and delivery of water resources and services as growth occurs.

Goal WR-6	Glendale conserves and optimizes the use of water resources, including the use of reclaimed water, to ensure long-term supplies and ability to respond to drought or other emergencies.

Policy WR-6.1 The City shall continue to implement cost-effective water conservation programs to reduce capital investment in distribution systems and treatment plants through reduction in water demands.

Policy WR-6.2 The City shall rely on renewable and sustainable water supplies to the greatest extent possible and protect the City's access to those supplies.

Policy WR-6.3 The City shall promote water conservation through outreach programs to community members.

Policy WR-6.4 The City shall encourage direct and indirect methods of reclaimed water use when cost effective, including applications in parks, golf courses, landscaped areas and groundwater recharge.

Policy WR-6.5 The City shall encourage golf course developments to use effluent or alternate water resources, whenever available and cost-effective.

Policy WR-6.6 The City shall limit man-made water features unless treated or reclaimed water is used.

Policy WR-6.7 The City shall encourage the use of drought tolerant plant materials for landscaping applications through ordinance, education, and incentives.

6.4 PUBLIC HEALTH AND SAFETY ELEMENT

The Safety Element focuses on one of the most important function any municipality can perform: the guarding of the safety and security of its residents and visitors. The Safety Element consists of a framework for the creation and implementation of plans and programs for protecting and serving the community through the provision of police, fire, and emergency medical services. Public security is a basic tenet of all municipal planning. Personal safety and the protection of home and property, specifically addressed herein, are inherent in all General Plan elements.

As part of the City's preparation and response to safety, Glendale must consider the adequacy of emergency response plans appropriate and necessary for potential occurrences of emergencies and disasters – both natural and man-made. Glendale has historically been subject to significant weather extremes due to its Sonoran Desert location. Examples include high summer heat, powerful summer thunderstorms, soaking winter rains, and the resulting potential for flooding. There are also man-made conditions acting as potential hazards such as industrial districts, multiple railroad crossings, water courses (including Skunk Creek, New River, and the Agua Fria River), Luke Air Force Base (AFB) and the Glendale Municipal Airport. Together, these natural and man-made items all have the potential to cause emergency situations which Glendale's Emergency Operations Plan, and this element, must address.

The City of Glendale works in cooperation with surrounding municipalities, Maricopa County and the State of Arizona in providing police, fire, life safety and disaster relief service. Maricopa County's emergency planning provides response procedures to be followed by all government agencies in responding to natural, manmade, or national disasters. Further, the City can leverage its efforts through the education of the public on fire safety and community policing issues.

Some of the areas addressed in the City's emergency response plan are evacuation routes, peak water demands, safe road widths, minimum clearance around structures to assure adequate access, and the mapping of geological hazards.

Goals and Policies

The Safety Element goals and policies should be intimately related to the overriding principle of an adequate, quick, and competent response when services are requested, especially in emergency situations. Planning must be done and the recommendations must be implemented to create situations and programs that may mitigate the need for emergency response.

Goal S-1	Glendale maintains adequate and effective law enforcement and incorporates crime prevention features in developments.

Policy S-1.1	The City shall monitor the need for additional or enlarged police facilities.
Policy S-1.2	The City shall employ best-practice law enforcement communication techniques to decrease response times.
Policy S-1.3	The City shall require crime prevention devices (deadbolts, locks, peepholes, etc.) in all new development.

Policy S-1.4 The City shall publicize police protection services throughout the education system, with an emphasis of the elementary school level.

Policy S-1.5 The City shall encourage joint police / citizen participation through Neighborhood Councils.

Policy S-1.6 The City shall require new developments to fund a fair share extension of police services to maintain Glendale Police Department service standards, including personnel and capital improvement costs.

Policy S-1.7 The City shall achieve and maintain an average response time of 5 minutes or less for priority one calls.

Policy S-1.8 The City should construct facilities and purchase equipment necessary to enable higher staff levels to render excellent service.

Policy S-1.9 The City should provide police education and assistance for community policing efforts, such as staff Block Watch programs, which adequately assign police officers as liaisons for specific neighborhoods.

Policy S-1.10 The City should add satellite police offices in heavily trafficked areas.

Policy S-1.11 The City shall provide a police presence at all times throughout the city.

Goal S-2

Glendale maintains effective fire protection services and the incorporation of fire safety features in new development.

Policy S-2.1 The City shall achieve and maintain a response time of five (5) minutes, 90 percent of the time, as a goal for service provision and siting of new fire stations.

Policy S-2.2 The City shall achieve and maintain fire station facilities, equipment (engines and other apparatus), and staffing necessary to maintain the City's service standards (ISO rating and response time).

Policy S-2.3 The City shall require new developments to fund a fair share extension of fire services to maintain service standards, including personnel and capital improvements costs.

Policy S-2.4 The City shall continue to promote public awareness and prevention of fire hazards through fire protection programs, especially those aimed for elementary age students.

Policy S-2.5 The City shall ensure that water main size, water pressure and flow, fire hydrant spacing, and other fire facilities meet City standards.

Policy S-2.6 The City shall review new development applications to assess potential impacts to existing fire protection services and the need for additional and expanded services.

Policy S-2.7 The City shall require that new development provide adequate access for emergency vehicles, particularly firefighting equipment, and evacuation routes, as appropriate.

Policy S-2.8 The City shall optimize fire station location to best serve Glendale when considering development of a new station.

Goal S-3 Personalize the face of public safety to residents.

Policy S-3.1 The City should establish neighborhood satellite police and fire stations to act as community nerve centers for all public safety services.

Policy S-3.2 The City shall encourage friendly, regular, two-way communication between public safety personnel and the residents of each neighborhood.

Policy S-3.3 The City should shift emphasis of neighborhood policing to the concept of the beat officer in order to derive a more accurate sense of the community than that resulting from a reliance on computer information.

Policy S-3.4 The City should conduct fire and life safety education programs through school system utilizing the "Urban Survival" curriculum.

Policy S-3.5 The City shall promote fire prevention and life safety practices through community relations and special events such as the annual Fire Prevention Week activities.

Policy S-3.6 The City should maintain small, neighborhood-scale police offices to enhance community relations and visibility.

Policy S-3.7 The City should maintain neighborhood relations programs that address the accessibility of public safety personnel with incentives for personnel to work and live in the same neighborhood.

Policy S-3.8 The City should support a citizen's police academy program.

Policy S-3.9 The City should establish an interactive public training program, where residents can interact with public safety personnel to learn about how to respond to emergencies and how to prevent / react to emergency events.

Goal S-4 Glendale focuses on traffic safety improvements.

Policy S-4.1 The City shall reduce accident potential at high traffic intersections by using traffic light delays and metering and by diverting traffic flow.

Policy S-4.2 The City shall improve safety for automotive, bicycle, and pedestrian traffic on, and adjacent to, Grand Avenue.

Policy S-4.3 The City shall separate, to the greatest extent practical, children from the vicinity of traffic. Require future development to plan for safe zones for children.

Policy S-4.4 The City shall limit speeds by various methods, including traffic calming devices in residential areas and around shopping centers.

Policy S-4.5 The City should implement improvements to roadway intersections and traffic management to reduce demands on emergency service response units.

Goal S-5	Glendale is a safe community for residents and visitors.

Policy S-5.1 The City shall maintain and update an Emergency Operations Plan at established regular intervals.

Policy S-5.2 The City shall prepare a disaster response plan to enhance municipal readiness in the event of a major disaster.

Policy S-5.3 The City shall ensure ambulance response times of 10 minutes 90 percent of the time.

Goal S-6	Glendale maintains identified emergency evacuation routes.

Policy S-6.1 The City shall identify emergency evacuation routes and effectively communicate the information to the public.

Policy S-6.2 The City shall identify any vulnerable populations, such as the elderly or people with special needs, for first-priority evacuation assistance.

Policy S-6.3 The City should train multi-lingual personnel to aid evacuation during an emergency response.

Policy S-6.4 The City shall continue to evaluate, develop, and practice emergency response plans in light of changing natural and man-made risks and hazards, and in coordination with county, state, and federal emergency planning.

Goal S-7	New development incorporates Crime Prevention Through Environmental Design (CPTED) principles.

Policy S-7.1 The City shall continue to ensure the safety of citizens through aggressive enforcement of codes and ordinances.

Policy S-7.2 The City shall continue to require the Police Department review proposed development projects and provide recommendations that enhance public safety.

Policy S-7.3 The City shall encourage crime prevention and defensible space through design principles (such as those employed through the national Crime Prevention through Environmental Design program), Neighborhood Watch Programs, and other appropriate methods to enhance public safety.

6.5 OPEN SPACE ELEMENT

The Open Space Element provides recommendations for implementing a complete system of open spaces for the Glendale Municipal Planning Area. The overall objective is to ensure that adequate open space is preserved for the benefit of existing and future residents and visitors. As the City continues to build out, it may not be reasonable to expect that large tracts of land will be converted to open space. However, as the City expands to the west, major open space corridors should be preserved and enhanced.

Open space planning is most effective when accomplished on a regional basis. Glendale's open space planning efforts need to continue to be consistent and coordinated with large-scale open space planning, including MAG's Desert Spaces plan.

Goals and Policies

The Open Space Element identifies goals and policies needed to improve current open spaces as well as acquire more open spaces based on current and future needs, as outlined below.

Goal OS-1	Glendale maintains a spacious feeling and adequate open space as it grows.

Policy OS-1.1	The City should preserve open space, agricultural lands and orchards.
Policy OS-1.2	The City should retain rural/agricultural areas characterized by the presence of farms and equestrian uses.
Policy OS-1.3	The City shall consider view corridors as important elements in maintaining openness.
Policy OS-1.4	The City shall prepare an access plan for existing open areas including current access points, access protection, and changes to access as development proceeds.
Policy OS-1.5	The City shall work cooperatively with other jurisdictions and locally to prepare a program to develop open space connections between regional open space preserves.
Policy OS-1.6	The City shall ensure that adequate, logical open space is retained in the MPA as part of master-planned communities and new subdivisions. Connectivity to other open space areas will be an important evaluative criterion.
Policy OS-1.7	The City shall seek tax payers' approval to pay for additional open space.
Policy OS-1.8	The City shall require open space reserves in proposed planned developments.

Goal OS-2	The Open Space / Trails Master Plan guides future open space and trail designation.

Policy OS-2.1	The City should participate in West Valley Recreation Corridor planning efforts.

Policy OS-2.2 The City should coordinate development/open space with Glendale Municipal Airport approach buffer.

Policy OS-2.3 The City should link new subdivisions and planned communities to trail and bicycle networks.

Policy OS-2.4 The City should provide for public access to public open spaces.

Policy OS-2.5 The City should prepare plan for open space and trails for the MPA including protection and management provisions.

Goal OS-3	Open space is coordinated through preservation of desirable areas and development of appropriate recreational and cultural facilities.

Policy OS-3.1 The City shall establish a Parks, Recreation and Open Space Coordinating Committee to oversee compliance with the goals and the policies herein.

Policy OS-3.2 The City shall strive to protect natural resource areas, wildlife habitat areas, scenic areas, open space areas and parks from encroachment, isolation or destruction by incompatible development.

Policy OS-3.3 The City shall support agencies that have jurisdiction over historical, archaeological, and geological significant lands, efforts to conserve, and when appropriate, develop and utilize such resources for the public benefit and enjoyment.

Goal OS-4	Passive open space areas are protected and preserved.

Policy OS-4.1 The City shall preserve and protect views of open space areas.

6.6 RECREATION ELEMENT

The Recreation Element provides a framework to assess and enhance the parks and recreation system within the Glendale MPA. Recreation planning must maintain a regional perspective and be consistent and coordinated with large-scale planning efforts, including MAG's Desert Spaces plan. Local efforts are, in turn, supported by regional recreation and open space plans. The Recreation Element provides the policy framework for the City. Detailed approaches to recreation are further delineated in the Glendale Parks and Recreation Master Plan.

Goals and Policies

Varied, well-equipped public and private recreation facilities exemplify the City's commitment to healthful leisure activities, which benefits persons of all ages. The following goals and policies express Glendale's commitment to providing excellent recreational opportunities.

Goal R-1	Glendale has an equitable distribution of park and recreation amenities.

Policy R-1.1 The City should strive to provide and maintain community and regional park and recreation facilities at a level that meets the following standards for parks.

Type of Park	Net Acres/ 1,000 Residents	Size of Park (acres)	Typical Service Radius
Mini/Pocket	No standard	No standard	1/3 mile
Neighborhood	1.00	0.01 to 10	1 mile
Community	0.65	10 to 25	3 miles
Regional	1.75	25-200	20 miles
TOTAL	**3.40**		

Policy R-1.2 The City should add value to surrounding land uses through well-maintained recreational amenities that serve to enhance the quality of life.

Policy R-1.3 The City should improve the quality of existing parks with updated, well-maintained equipment and grounds.

Policy R-1.4 The City shall promote fine and performing arts through implementation of the Arts Commission 5-Year Plan.

Policy R-1.5 Construct new parks in a prioritized manner.

Policy R-1.6 The City should design and build new centers that are targeted to young adults.

Policy R-1.7 The City shall prepare an action plan to fill existing deficiencies of neighborhood centers and playgrounds in accordance with the Parks and Recreation Master Plan.

Policy R-1.8 The City shall enhance recreational facilities' service areas by providing ease of access for all modes of transportation.

Policy R-1.9 The City shall ensure follow through on the Parks and Recreation Master Plan recommendations and action programs as resources allow.

Policy R-1.10 The City shall encourage private master plans to provide and maintain mini and neighborhood parks.

Policy R-1.11 The City should periodically review all park space and update/expand facilities to meet demand.

Policy R-1.12 The City should consider re-use of some cleared areas for parks or community amenities instead of businesses.

Policy R-1.13 The City shall establish and follow standards for amenity development.

Policy R-1.14 The City shall assess the need for additional parkland and the need and desire for pet-friendly areas within parks prior to incorporation of residential projects or areas.

Goal R-2 Glendale has a high level of recreational safety.

Policy R-2.1 The City shall maintain high visibility of safety personnel with regular patrols in parks.

Goal R-3 Newly developing and redeveloping areas have ample park and recreational facilities.

Policy R-3.1 The City shall coordinate parks/open space needs with developers and development approvals.

Policy R-3.2 The City should establish equestrian access from White Tanks Regional Park, Agua Fria, New River, and Skunk Creek corridors to Thunderbird Park

Policy R-3.3 The City shall assess and update park development impact fees at regular intervals as a component of a comprehensive set of fees addressing public facilities.

Policy R-3.4 The City shall update the Park and Recreation Master Plan to address the annexation areas and the Municipal Planning Area (MPA) of Glendale.

Policy R-3.5 The City shall cooperate with Maricopa County and MAG in regional park/trail planning.

Policy R-3.6 The City should maximize use of parks in Downtown Glendale.

Goal R-4	The City maximizes opportunities for recreation through joint-use facilities

Policy R-4.1 The City shall assist and coordinate development of new libraries in concert with park planning.

Policy R-4.2 The City shall promote use of Municipal Airport environs for recreation opportunities in addition to business uses

Policy R-4.3 The City shall locate future neighborhood park sites next to school sites whenever feasible.

Policy R-4.4 The City shall evaluate planned park sites for potential colocation of branch libraries.

Goal R-5	Glendale residents enjoy a healthy and active lifestyle through a broad range of city sponsored recreational and educational programs and services.

Policy R-5.1 The City shall encourage youth involvement in recreation and other government services.

Please see the next page.

7.1 ENVIRONMENTAL SUSTAINTABILITY THEME OVERVIEW

Glendale is a leader in environmental sustainability, integrating environmental priorities and policies into its planning efforts and operations. By being mindful of the balance needed between the natural and built environments, Glendale continues to optimize the community's overall quality of life.

Since development alters the natural environment and impacts natural resources, it is important to develop a long-range plan preparing for future needs and issues, particularly in desert cities where natural resources are fragile. The Environmental Sustainability Theme covers three state-required planning elements. Each element explains issues which directly affect Glendale's physical environment, steps the City has taken to enhance sustainability, plus goals and policies to support Glendale's environmental health in the future and preserve the quality of life that residents expect. The three elements in the Environmental Sustainability Theme are:

- Conservation of Resources Element
- Environmental Planning Element
- Energy Element

Conservation of Resources Element

Balancing Glendale's community needs with the quantity of natural resources is critical for the City's continued growth and success. The Conservation of Resources Element establishes a general framework of goals and policies for the development, utilization, and conservation of natural resources including waste minimization (e.g., recycling and reductions in hazardous materials use and disposal), water conservation, protection of sensitive wildlife and plants and their habitats, and protection of other environmentally sensitive lands and cultural resources. This element supports topics also covered in the Environmental Planning and Water Resources Elements.

Environmental Planning Element

Environmental planning concepts are also used to balance the built environment with community health needs, including the topics of air and water resources, land suitability, noise and light pollution, and mitigating urban heat islands effects. Glendale's environmental planning approach is designed to be consistent with regional efforts, such as the Maricopa Association of Government's (MAG's) Desert Spaces Plan. This element supports topics also covered in the Land Use, Circulation, Redevelopment, Public Services and Facilities, Recreation, Conservation of Resources, Open Space, Water Resources and Energy Elements.

Energy Element

The City of Glendale recognizes its role in reducing the overall energy consumption footprint of the community today and in the future. Energy demand is driven by Glendale's growing population and business needs, arid climate, and urban heat island effect. The General Plan recognizes the long-term benefits of enhanced energy efficiencies and greater use of renewable energy resources, including significant long-term savings for the City, businesses, and residents. This element supports topics also covered in the Environmental Planning, Circulation, Redevelopment, Public Services and Facilities, Recreation, Conservation of Resources, Open Space, and Water Resources elements.

For the purposes of this document, energy efficiency shall mean using less energy to accomplish the same task. Renewable energy shall mean using naturally replenished resources to produce energy, such as, but not limited to, solar, wind, hydro, geothermal, and biomass, which minimize impacts to the atmosphere.

Please see the next page.

7.2 CONSERVATION OF RESOURCES ELEMENT

Conservation of resources must be approached from a broad-based perspective addressing the everyday practice of individuals, businesses and industry. While government can promote and encourage conservation, it is the application of conservation practices to our daily activities that will be most effective in achieving conservation and sustainability goals.

The topics covered in the Conservation of Resources Element are described in the following paragraphs.

Waste Minimization and Materials Recycling

Managing solid waste generated in our community is an enormous challenge. As described in the Public Services and Facilities Element, the City provides waste collection and disposal services for residents. The City also provides curb-side pickup of recyclable materials including paper, cans, and plastic containers. Recyclable materials from the curbside pick-up and drop-off events are processed into marketable goods at the City's Materials Recovery Facility. The City's recycling program diverts materials that would otherwise be landfilled. Recycling also lessens industry's demand for raw materials. Glendale may expand the recycling program to further minimize environmental impact from waste streams.

Household Hazardous Waste Recycling

The City offers household hazardous wastes collection events in the spring and fall of each year. During the collection, the City arranges for a licensed contractor to pick up materials at residents' homes. The collected household hazardous wastes are recycled, if possible, or properly disposed of.

Water Conservation and Sustainable Living

Glendale first established a Water Conservation Program in 1985. This operation was reorganized and refocused to become the Conservation and Sustainable Living (CSL) Division in 2009.

The mission of CSL Division is to provide programs to inform and educate Glendale residents, businesses, and neighborhood communities about good environmental practices—including water and energy resources. The CSL Division fulfills its mission by collaborating and partnering with businesses, residents, nonprofits, and other city departments to encourage and promote water conservation and environmental responsibility.

Picture of a recent Teachers' Education Fair organized by Glendale's Conservation and Sustainable Living Division

Glendale promotes a community-based and cost-effective approach to water conservation. The CSL Division tailors its programs to a particular community, because conservation programming and messaging work best when it is locally relevant and promotes conservation behaviors as a community norm or way of life. The Glendale conservation program uses a community-based methodology to plan and implement

its efforts. The following tools have proven effective in the City of Glendale:

- Use focus groups and surveys to determine community needs and barriers, connect programs and messaging to what is trending
- Reduce barriers, seek commitments and offer incentives
- Identify, follow, and market to your audience
- Leverage local partnerships, volunteers, and funding opportunities

Since completion of the last General Plan in 2002, Glendale has identified three key areas that collectively contribute to significant community water use efficiencies: installation and retrofit of more efficient appliances and plumbing fixtures, adoption of xeriscape landscape practices, and tiered water rates that promote water conservation.

Shower head retrofits and the marketing of WaterSense appliances and fixtures. Focus groups (funded through the federal Energy Efficiency & Conservation Block Grant) were used to determine what Glendale water customers perceive as benefits and as barriers to successful educational programs. Glendale used results from the focus groups to develop more effective educational programs and a cost effective plan for the distribution of high efficiency shower heads. The shower heads are distributed at local homeowner association meetings, apartments, school classrooms, and adult classes at the City libraries. To encourage device installation, distribution includes a brief educational class, a how-to demo, and literature reinforcing the WaterSense program.

Results from 2010 to 2013:

- More than 3,800 high efficiency shower heads were distributed and an estimated 9 million gallons a year saved (based on the EPA "average family" annual savings calculation)
- More than 3,100 adults and students participated in an education class or presentation

Glendale's Xeriscape Demonstration Garden. Glendale's award-winning Xeriscape Demonstration Garden is located at the Glendale Main Library at 5959 W. Brown Street and is open for free every day of the year. The Xeriscape Demonstration Garden was started in 1990 and has expanded to cover nearly four acres today. The garden has over 400 species of low-water-use plants, many of which are labeled with their common and botanical names so that visitors can identify plants they might like to use for their personal use. A volunteer workforce assists with the maintenance, management, and education at the Garden. Educational tours can be set up for school groups and other residents wishing to learn more about xeriscape gardening and the plants that are located there.

Xeriscape education and incentives. The Glendale landscape rebate program began in 1986. To keep the program relevant today, the City frequently surveys customers and adjusts programming to reflect their needs and interests. Examples include recent renovations and programming at Glendale's Xeriscape Demonstration Garden. Recent themed renovations include a newly constructed Tree Trail and Habitat Garden. Both garden areas feature illustrative signage, web-based resources, and hands-on learning opportunities through live demonstrations. The City also leverages resources and increases education and outreach capacity through community partners, including Master Gardener volunteers, local businesses, and non-profits.

As a result of water rate increases from 2005 to 2010, the City's non-residential landscape rebate program for homeowner associations (HOAs) and businesses became very popular. Requirements of this rebate program include an on-site landscape consultation and development of a landscape water budget. The onsite consultation facilitates communication among the HOA Board members, their property management companies, and landscape contractors. The water budget enables HOAs to enhance tracking, monitoring, and budgeting for their water use.

Results:

- More than 1,000 rebates completed since 2005 with an estimated 48 million gallons saved each year (based on AMWUA conversion calculations)
- More than 2,500 customers a year attend a conservation-related event or program
- More than 3,500 free desert shade trees distributed (trees are provided by partners)

Proactive services, tiered water rates ease pain of water rate increases. A water rate increase can result in budget challenges for many customers. It can also be an opportunity to promote the City's conservation efforts and assist customers in making efficiency improvements that produce steady water savings over time.

From 2005 to 2010, outreach to homeowners included an introduction to the City's conservation efforts, such as conservation-tiered rates, and an overview of our conservation programs that steered them toward audits and on-site consultations.

Results:

- Completed 17 non-residential landscape rebates with estimated savings of more than 2 million gallons per year (based on AMWUA conversion calculations)
- Provided more than 300 on-site consultations; distributed more 2,000 water management kits

Endangered, Rare, or Threatened Species and Habitats

The City does not currently have lands designated as a critical habitat for endangered or threatened species. In the event that designations occur in the future, the City will work with the landowner and appropriate federal and state agencies to ensure compliance with endangered species requirements.

Environmentally Sensitive Lands and Cultural Resources

Environmentally sensitive lands are those areas that have unique or distinctive vegetative, geological, wildlife, historical, or archaeological characteristics that make them desirable to conserve, enhance or protect through special considerations and actions. Floodplains and streambeds must be protected from development and encroachment in general. Diverse plant and wildlife communities are an important component of the natural environment and direct and indirect impacts from development can be significant.

Glendale does not have officially-designated environmentally sensitive lands, but it does have lands with unique vegetative and geological characteristics. Thunderbird Park, which anchors the northern part of the city, serves as a regional park whose natural beauty and geologic character is protected from urban development for the benefit of all. Similarly, the City works with Maricopa County to protect segments of the Agua Fria River, New River, and Skunk Creek in a natural state, while considering necessary flood control improvements.

Cultural resources include places of archaeological, architectural, and historical importance. Glendale is a leader in identifying and protecting such places in compliance with environmental and historic preservation laws. Several significant archeological sites within Glendale's MPA have been identified, and a large number of historic buildings and historic districts in Glendale have been listed on the National Register of Historic Places. The City has adopted an ordinance to support the identification, preservation, and enhancement of significant historical, architectural, cultural, and archaeological resources. The City will take prudent action to protect significant archaeological sites through its land use planning process and encourage sensitive adaption of historic properties to modern uses.

The City's history is rich with agricultural heritage, of turning desert into orchards, farms and ranches. Agriculture is still an important activity in the planning area, especially surrounding Luke Air Force Base, and the associated rural character contributes to the quality of life for many Glendale residents. The City has established an agricultural zoning district to accommodate semi-rural lands which may be suitable for interim agricultural uses until transitioned

to suburban or urban land uses in accordance with the General Plan. There are also rural residential districts to encourage and preserve very low density residential uses in a rural environment.

Goals and Policies

Careful stewardship of the community's resources provides an environment that allows a community to thrive, contributing to a sustainable community and strengthening property values.

Goal CON-1	Natural resources and open spaces are maintained through conservation and management strategies.

Policy CON-1.1 The City shall continue providing the public with incentives that encourage the use of low-water-use landscaping and other xeriscaping techniques.

Policy CON-1.2 The City shall conserve Glendale's water resources with comprehensive conservation programs for residential, commercial, and industrial water users.

Policy CON-1.3 The City shall encourage the use of native plants and inclusion of trees that can enhance shade and reduction of heat island effect in developed areas.

Policy CON-1.4 The City shall identify areas for the preservation of agricultural land as a means to preserve its agricultural history and identity.

Policy CON-1.5 The City shall minimize and mitigate impacts to wildlife, natural habitat and migration corridors when adopting land use and development plans.

Goal CON-2	Efficient use of resources through reducing, reusing, and recycling.

Policy CON-2.1 The City shall prevent leakage and waste of water at all City facilities through accountability checks and responsible management.

Policy CON-2.2 The City shall continue to promote and find new ways to encourage recycling, solid waste reduction programs, and proper disposal of hazardous wastes.

Policy CON-2.3 The City should continue to provide curb-side recycling to all single family residences and duplexes, and explore potential future options for household recycling if they become available.

Policy CON-2.4 The City should promote waste reduction alternatives.

Goal CON-3	Efficient use of water resources.

Policy CON-3.1 The City shall work closely with members of the community to promote water conservation, including reducing amount of daily water used per person.

Policy CON-3.2 The City shall promote water conservation in landscaping for public facilities and streetscapes, residential, commercial and industrial facilities, including use of water conserving fixtures (low water usage) and low-water-use plants.

Policy CON-3.3 The City shall promote low-impact development (LID). LID is an approach to stormwater management that diverts, stores, and utilizes stormwater runoff to support native and designed landscapes.

Goal CON-4 Glendale protects and enhances the natural setting and scenic resources within the city.

Policy CON-4.1 The City should protect effective buffers between development and rivers / washes to preserve diverse habitats and wildlife communities and provide pedestrian access / trails, where appropriate.

Policy CON-4.2 The City shall protect and enhance the scenic resources and significant natural features in the MPA.

Goal CON-5 Significant habitat areas are preserved and maintained for wildlife.

Policy CON-5.1 The City shall partner with local agencies to inventory habitats and prepare conservation strategies.

Policy CON-5.2 The City shall enhance natural drainage systems to support wildlife habitats and improve stormwater quality.

Policy CON-5.3 The City should work with neighboring cities to promote regional wildlife corridors.

Please see the next page.

7.3 ENVIRONMENTAL PLANNING ELEMENT

By integrating environmental resource considerations into City planning, urbanization can be compatible with maintaining a healthy and sustainable community environment. To further environmental goals, Glendale evaluates the impacts of urbanization on the natural environment and considers this for new development.

Air Quality

Adverse air quality can impact the health and wellbeing of Glendale's residents, and is therefore an important aspect of environmental sustainability. Numerous federal and state laws, regulations, and programs have been established to improve air quality and protect public health.

Since air pollution is a regional issue, Maricopa County established a network of air quality monitoring stations in representative areas Valley-wide. Air quality is monitored in the basin for six criteria air pollutants – ozone, carbon monoxide, nitrogen dioxide, sulfur dioxide, suspended particulate matter, and lead. For specific industries and locations, additional air contaminants are regulated under permits issued by federal, state, or local agencies to a specific use or site. One air quality monitoring station is located in Glendale, on the campus of Glendale Community College. The station monitors air quality for carbon monoxide, ozone, and particulate matter. The Phoenix Metropolitan Area, including Glendale, is currently classified as a non-attainment area for two air pollutants: ground-level ozone and particulate matter.

Ozone is not directly emitted from a source, but is formed through a chemical reaction between volatile organic compounds (VOC) and nitrogen oxides (NOx) in the presence of sunlight. Ozone levels continue to improve throughout the region due to the adoption and implementation of approximately 93 federal, state and local control measures.

There are several major sources for PM-10, including vehicular activity on paved and unpaved roads and dust from disturbed land. Glendale has adopted a fugitive dust ordinance to promote public health, general welfare, and safety by reducing particulate matter. Acts under the City Code include:

- The prohibition of using a leaf blower to move landscape materials into a public roadway; and
- The prohibition of parking or using a vehicle on unpaved surfaces that is not permanently maintained with a dustproof method.
- Coordinating air quality planning activities and actions through the Maricopa Association of Governments, the agency responsible for regional air quality planning, including conformity analyses for transportation projects.
- Considering air quality impacts from traffic flow and congestion as part of the planning process.
- Requiring paved streets for new development within the City.

Water Quality

Water plays a vital role in sustaining human life, a healthy environment, and a strong economy, especially in the arid environment of the Sonoran Desert. Glendale is located within the southern portion of the Agua Fria Watershed, which is part of the Middle Gila Watershed. Tributaries to the Agua Fria River, such as the Skunk Creek and New River, are intermittent (flow continuously only at certain times of the year) or ephemeral (only flow in response to precipitation). Glendale is also situated within the Phoenix Active Management Area which was established to protect local groundwater resources.

Surface water quality is impacted by direct discharge (spills, dumping, or disposal) of pollutants into washes or canals or by indirect discharge via stormwater runoff. The discharge of pollutants into surface water is prohibited by the federal Clean Water Act, state laws, and City Code. The General Plan maintains washes, streambeds, creeks and rivers as recreational areas and open space. Additional information on surface waters within the Glendale MPA is provided in the Recreation and Open Spaces Elements.

Construction activities and the built environment also impact the quality of stormwater. New development under the General Plan is required to comply with applicable federal, state and local stormwater regulations for construction activities and continued operation and maintenance of infrastructure after construction. Treating stormwater as a resource rather than a waste product, "low impact development" is an approach to land development that works with nature to manage stormwater as close to its source as possible.

Groundwater quality is impacted by pollutants placed on the land surface or in the ground. Arizona's aquifer protection regulations and permit program prohibit pollutant discharge that may impact groundwater. Applicable City facilities comply with these regulations to protect human health and the environment.

As described in the Water Resources Element, the City treats surface water (via the Central Arizona Project or Salt River Project canals) and groundwater to provide residents, businesses, and visitors with drinking water. The City also collects used water and treats it at water reclamation facilities. The City serves as a liaison between customers and the Salt River Project to deliver residential irrigation water in a timely manner.

Glendale has taken the following actions to improve water quality:

- Protects floodplains from encroachment and minimizes adverse impacts to washes, streambeds, creeks and rivers as part of the planning and development process.
- Complies with stringent drinking water and water reclamation standards to protect human health and the environment.
- Considers current infrastructure capacities in the planning and development process to maintain the City's high level of service for drinking water, wastewater collection, and water reclamation.
- Adopted a storm water pollution control ordinance to protect public health and the environment.
- Developed design standards to incorporate stormwater pollution prevention features for new developments.

Drinking Water Quality

Strict federal and state requirements ensure the public receives quality drinking water. Glendale's drinking water is consistently rated very high quality, superior to federal and state standards. A key element in this achievement is Glendale's state certified water quality laboratory that implements a rigorous and comprehensive water-testing program to ensure quality. The City's water treatment facilities effectively control water quality delivered to residents and businesses. Glendale is poised to continue meeting current and future water quality challenges.

Future water quality challenges include preparing for increasingly strict regulation of very small quantities of chemicals, both natural and man-made, which may occur in surface water and groundwater. The 1996 Safe Drinking Water Act (SDWA) amendments requires the Environmental Protection Agency (EPA) to issue a new list of no more

than 30 unregulated contaminants to be monitored by public water systems such as Glendale's. This is called the Unregulated Contaminant Monitoring Rule (UCMR), and the first such list was published September 17, 1999. A second list (UCMR 2) was published January 4, 2007. Currently, Glendale and other municipalities are completing UCMR 3 that was published May 2, 2012. This monitoring may influence future regulatory actions requiring additional treatment of surface water and groundwater.

Land Suitability

The first consideration in the planning process is often whether the land is appropriate for a proposed development. Plans for future development within the Glendale MPA consider a variety of land suitability factors depending on proposed use. At a site specific level, evaluation of land suitability may involve slope, floodplain management, erosion control, vulnerability to subsidence, and compatibility with context aesthetics and character.

In some areas of the City, there are locations with potential for redevelopment. Redeveloping these vacant lands may be complicated by the presence or potential presence of contamination from past activities; such properties are often referred to as brownfields. However, developing these properties offers a unique opportunity to infill areas already served by Glendale's existing infrastructure—streets and utilities—thus reducing the need for new or additional resources. Re-use of these properties provides additional residences, businesses, or recreational areas for the City. Infill development is also addressed in the Land Use Element.

Noise Pollution

At and above certain levels, noises are potentially detrimental to the health and welfare of the citizens of Glendale. There are many sources of noise pollution: motor vehicles (including, but not limited to, automobiles, mini-bikes, go-carts, and motorcycles), railroads, airplanes, construction activities, recreational activities, and loud televisions or radios. Excessive, unnecessary or offensive (nuisance) noise is prohibited by City Code. There are also noise limitations for construction activities, including operation of equipment, to time periods specified in City Code or under a city-granted permit.

The City has established regulations to limit the exposure of sensitive land uses, including residential areas, churches, schools, child care facilities, plus nursing homes and similar facilities, to unacceptable noise levels. For example, a sound attenuation plan is required for any development within one-quarter mile of the Agua Fria (Loop 101).

Light Pollution

Light pollution is the introduction of excessive or obtrusive artificial light, directly or indirectly, into the environment. Lighting can trespass beyond the intended boundaries due to poor arrangement or aim or the lack of proper shielding. Light pollution can also come from the cumulative effects of an area, where indirect light can escape from developed areas resulting in a bright, hazy "dome" over an area.

Brightening the night by artificial outdoor lighting affects a wide range of natural resources as well as human quality of life. The feeding, sleeping, breeding and migration cycles of wildlife can be impacted by light pollution. Artificial light also interferes with our views of the beautiful starry night skies.

Lighting should provide a safe level of illumination without adverse effects on the community. Therefore, development plans consider a variety of light-related factors including energy efficiency, architectural style of the building or area, adjacent land uses, and cost. Reducing inefficient and unnecessary lighting will help mitigate impacts on neighbors and the overall night sky.

Glendale's Outdoor Light Controls ordinance is intended to ensure lighting systems are designed to provide for nighttime safety, utility, security, and productivity, while conserving energy and costs. Another purpose of the ordinance is to minimize the detrimental effect that artificial outdoor lighting has on astronomical observations.

Urban Heat Island

As urban development continues and natural desert, farms, and vacant land are replaced with man-made environments, greater amounts of solar heat are absorbed in our pavement, residences, and workplaces creating the "urban heat island" effect. While Glendale residents are used to experiencing hot weather, urbanized areas are often several degrees warmer than the surrounding rural areas. The rising temperatures in urban areas cause more energy to be expended in cooling interior environments for living and working. Along with the increased demand for electricity, water demand increases as well.

Ambient air temperatures in the city are also impacted by climate change. Climate change involves changes to temperature, precipitation, and wind patterns over an extended period of time. Natural factors and processes, as well as human activities such as emitting carbon dioxide from burning fossil fuels in vehicles and power plants, contribute to overall increases in temperature.

Higher air temperatures can accelerate the chemical reaction that forms ground-level ozone. Ozone levels that exceed federal air quality standards can adversely impact human health and the environment. As discussed in the air quality section, ozone levels in the Phoenix Metropolitan area are being monitored.

Glendale has taken the following actions to minimize the urban heat island effect:

- Provides urban flood irrigation in the historic district to promote the establishment of mature vegetation in downtown Glendale.
- Encourages installation of native plants, trees, and shrubs for new and expanded development through the City's landscape ordinance.
- Partners with the Salt River Project and Arizona Public Service to provide energy-efficiency education to reduce energy usage and thousands of free trees for homeowners.
- Establishes an agricultural district to accommodate semi-rural and vacant land until transition to suburban or urban land uses in accordance with the General Plan.
- Reduces carbon dioxide emissions from municipal operations, such as energy-efficient lights for streets and buildings, plus solar power projects at the West Area Water Reclamation Facility.
- Preserves open space, e.g. the Thunderbird Conservation Park

Goals and Policies

Protection of natural resources in both urban and rural areas throughout the City's MPA is a high priority for Glendale citizens. Careful stewardship of the community's environmental resources strengthens property values, provides for attractive residential areas, and supports vibrant local businesses, fostering Glendale's success well into the future.

Goal EP-1	Air quality protection is balanced with community needs.

Policy EP-1.1	The City shall develop and implement air quality plans in conjunction with the Maricopa Association of Governments (MAG).
Policy EP-1.2	The City shall participate in regional programs to improve air quality and other initiatives to reduce impacts of transportation systems on the environment.
Policy EP-1.3	The City shall cooperate with metropolitan entities to improve air quality while protecting public health and economy.

Policy EP-1.4 The City should plan and develop Glendale's street system to improve traffic flow, decrease traffic congestion, and minimize vehicle miles traveled, reducing vehicle emissions.

Policy EP-1.5 The City shall provide information to developers and contractors regarding methods to reduce construction-related air pollution.

Policy EP-1.6 The City shall provide information to farmers, landscapers, and maintenance workers regarding methods to reduce dust associated with land tilling and landscape maintenance.

Policy EP-1.7 The City shall continue to educate residents and businesses on the City's fugitive dust ordinance and update the ordinance as needed.

Policy EP-1.8 The City should actively reduce airborne dust by continuing to implement a paving program for unpaved streets, roads and alleys.

Goal EP-2 Water quality is protected while balancing other community needs.

Policy EP-2.1 The City shall integrate land use and water resource planning for new construction and re-development activities.

Policy EP-2.2 The City shall provide information to developers and contractors on methods to reduce construction-related stormwater pollution.

Policy EP-2.3 The City should require centralized wastewater treatment techniques over septic systems for new developments, when feasible. For existing properties currently served by septic systems, encourage connection to the municipal sanitary sewer system when feasible.

Policy EP-2.4 The City shall evaluate development proposal impacts on water quality.

Goal EP-3 Stormwater runoff is managed city-wide.

Policy EP-3.1 The City shall identify stormwater drainage needs west of 115th Avenue and potential funding sources to develop and maintain stormwater facilities under the City's responsibility.

Policy EP-3.2 The City shall continue to plan and oversee all provisions for stormwater infrastructure throughout the city limits.

Policy EP-3.3 The City shall encourage low-impact development techniques for stormwater management in public and private new development and redevelopment, and in roadway projects, when feasible.

Goal EP-4	Glendale has the quantity and quality of drinking water needed to support future growth.

Policy EP-4.1 The City shall provide residents and businesses with a safe, reliable, and high-quality water supply.

Policy EP-4.2 The City shall plan and prepare in advance of known changes in the Federal and State regulatory environment.

Policy EP-4.3 The City shall continue to manage and improve its pretreatment program for commercial and industrial wastewater discharges to the municipal wastewater collection system.

Policy EP-4.4 The City shall maintain, implement, and provide educational information on its public notification plan for drinking water violations as required under the Federal drinking water regulations.

Policy EP-4.5 The City shall ensure operating system flexibility to manage changing water quality regulations and emergency water demands.

Goal EP-5	Glendale maintains a commitment to stewardship of natural resources.

Policy EP-5.1 The City shall integrate appropriate environmental protection throughout all phases of planning and development.

Policy EP-5.2 The City shall protect and enhance sensitive / unique land features when adopting urban design standards, land use plans and development plans.

Goal EP-6	The City proactively identifies and supports the remediation of brownfield sites.

Policy EP-6.1 The City shall identify and inventory brownfield sites city-wide and routinely update this inventory as needed.

Policy EP-6.2 The City should consider a City-funded grant program to remediate brownfield sites.

Policy EP-6.3 The City should take advantage of federal and state grant opportunities to remediate brownfield sites.

Policy EP-6.4 The City should develop an expedited review process for the redevelopment of brownfield sites.

Policy EP-6.5 The City should consider the benefits of reduced fee schedules for permits on brownfield sites to encourage cleanup and reuse.

Policy EP-6.6 The City should consider establishing a CIP fund to support the redevelopment of brownfield sites.

Goal EP-7	Glendale ensures that residents experience minimal noise pollution impacts.

Policy EP-7.1 The City shall incorporate appropriate noise mitigation strategies into land use and development plans, such as utilization of strategic zoning to discourage residential development in high noise areas or transitional buffers between high noise land uses and more noise sensitive uses.

Policy EP-7.2 The City should plan and develop Glendale's street system to mitigate traffic congestion and associated high noise levels.

Policy EP-7.3 The City should maintain and enforce the City's development standards associated with noise limits, including requirements for sound attenuation plans.

Policy EP-7.4 The City shall provide information to developers and contractors regarding noise limitations during construction.

Policy EP-7.5 The City shall enforce the City's noise ordinance by seeking to ensure noise compatible land uses and to reduce noise levels at their source.

Policy EP-7.6 The City shall develop and include noise mitigation standards in commercial and industrial design guidelines**.**

Policy EP-7.7 The City shall require noise buffering or construction treatments (additional insulation, double paned glass, etc.) in new development that includes noise sensitive uses located near major streets, highways, the airport, Luke AFB, railroad tracks, or other significant noise sources.

Goal EP-8	Glendale ensures that residents experience minimal light pollution impacts from development.

Policy EP-8.1 The City shall maintain and enforce Glendale's Outdoor Light Controls ordinance to reduce light pollution.

Goal EP-9	Urban heat island effects are minimized through development techniques.

Policy EP-9.1 The City shall adopt design and landscaping standards to provide outdoor shade, reduce heat reflection, and implement other strategies to mitigate the urban heat island effect.

Policy EP-9.2 The City shall incorporate shade from vegetation and structures in parking lots and residential pathways where feasible.

Policy EP-9.3 The City should encourage developers to provide site design and landscaping elements that will reduce energy use and mitigate urban heat island effects.

Please see the next page.

7.4 ENERGY ELEMENT

Energy policy as part of this General Plan is designed to cover more than just conservation. Good energy policy has the potential to contribute to economic development through business and employment opportunities; maintain high quality city services for citizens by providing more energy efficient development; and help support a fiscally sound City by reducing energy costs for municipal operations. A community-based approach, consisting of residents and a cooperative effort of public and private entities is necessary to achieve this desired outcome.

Energy Conservation in Municipal Operations

Using our current energy resources more efficiently is the first step. Glendale has implemented a variety of measures to conserve energy in municipal operations. Examples of ways Glendale is conserving energy include:

- Energy-efficient lighting at City Hall, Field Operations, and the Main Library.
- Conversion of incandescent traffic signals to LED lighting.
- Upgrading lamps and ballasts at the Public Safety/Court Complex and several city parks and sport fields/courts as part of a federal Energy Efficiency & Conservation Block Grant.
- Ultraviolet lamp retrofit project to disinfect reclaimed water at the Arrowhead Ranch Water Reclamation Facility as part of a federal Energy Efficiency & Conservation Block Grant.
- Installation of variable frequency drives at select groundwater wells as part of a federal Energy Efficiency & Conservation Block Grant.

Renewable Energy for Municipal Facilities

In addition to implementing energy conservation practices, renewable energy has been incorporated into several municipal facilities. Glendale has taken the following actions to promote renewable energy:

- The City, working with commercial partners, generates electricity from the production of methane gas at the Glendale Municipal Landfill.
- Solar energy is used for lighting at the Park and Ride (Glendale Avenue and Loop 101) and the West Area Water Reclamation Facility. Solar lighting fixtures were also installed in several City parks as part of a federal Energy Efficiency & Conservation Block Grant.
- West Area Water Reclamation Facility uses solar power for hot water and building heating. Photovoltaic panels located over covered walkways around the facility produce about 12,000 watts for the facility's electrical system, generating electrical operation savings at an estimated $16,000 annually (2015 value).
- Solar flasher units to alert the traveling public in school zones and near Fire Station 154.
- Solar-powered speed radar signs and solar-powered dynamic message signs.
- Bus passenger shelters equipped with solar lighting packages.
- Alternative fuel vehicles are included in the City's fleet.

Energy Education

Glendale's Conservation and Sustainable Living Division offers a variety of programs to encourage energy conservation. Glendale has taken the following actions to educate residents and businesses on energy conservation measures:

- Watt Watchers is an energy program designed for City of Glendale 6th grade teachers. The program engages teachers, students, and their families in examining their use of energy and implementing proven technologies and behavior changes to reduce the consumption of energy.
- Green Living classes are offered by the City, often providing free energy-saving devices.
- Outreach programs through the City provided many residents with energy efficient devices, such as compact fluorescent light bulbs and programmable thermostats.
- Kill-A-Watt devices are offered to patrons of Glendale's libraries (in partnership with SRP) to check out and take home. The device allows residents to monitor electricity usage on home appliances and electronics.
- Glendale is a partner in the annual Arizona SciTech Festival offering several Science, Technology, Engineering, and Math (STEM) related outreach activities each year.
- How-to information on the City's website includes available local and regional energy programs for residents and businesses.

Planning for Energy-Efficiency and Renewable Energy Resources

The City of Glendale has integrated energy-efficiency concepts and policies into many of its planning efforts. For example, the City adopted the 2012 International Energy Conservation Code to promote energy conservation. The City has also adopted an Outdoor Light Controls Ordinance that encourages the use of lighting systems that conserve energy while providing for nighttime safety, utility, security and productivity.

The City encourages businesses that focus on the development, distribution, and use of renewable energy resources. The State of Arizona's renewable energy tax incentive program offers a refundable income tax credit for qualified renewable energy manufacturing and headquarters operations. Other state incentives and tax credits include Arizona's Solar and Wind Equipment Sales Tax Exemption (non-residential solar and wind tax credit), residential solar and wind energy systems tax credit, energy equipment property tax exemption, and solar and wind equipment sales tax exemption. In addition, the City provides a tax exemption on the sale of solar energy devices.

Existing and future residents are also encouraged to improve energy efficiency. For existing homes, Housing Improvement Programs under Glendale's Community Revitalization Division provide assistance with single-family housing rehabilitations that increase energy efficiency. For new subdivisions in single-family residential zones, the City requires the subdivisions to be designed to facilitate solar access and energy efficiency.

The City is also striving to enhance energy efficiency in renovation projects and new construction. This includes solar arrays on schools and buildings designed and constructed to meet Leadership in Energy and Environmental Design (LEED) standards.

On December 18, 2014, the Western Area Power Authority allocated Glendale a small share of Federal preference power generated at Hoover Dam. Glendale will use the electricity to produce, process, and move water and wastewater. Points of delivery will be to Glendale's water and wastewater treatment plants, pumping stations, and wells. Glendale is working with its current electrical suppliers, Salt River Project and Arizona Public Service, for transmission arrangements. Glendale would be an end user of Hoover power; it would not sell or re-market power to retail customers. The City of Glendale needs low-cost electric power to maintain efficient and cost-effective water and wastewater production, treatment and delivery. Sustainable, renewable hydroelectric power is a helpful resource that assists in the production of drinking water and the treatment of effluent. The 2017 Schedule D Hoover

power reallocation will be a sustainable resource that allows Glendale to serve its mission to its citizens. Allocating Hoover power to municipalities such as Glendale for water and wastewater treatment is the best way to ensure that the benefits of Federal preference power are shared by the largest number of people.

Goals and Policies

The following goals and policies provide guidance for enhancing energy efficiency in both the public and private sector, and for the development, distribution, and use of renewable energy resources throughout the community.

Goal EN-1	Glendale is a leader in energy conservation and renewable energy development.

Policy EN-1.1 The City shall implement energy conservation practices and the use of renewable energy sources. Architects, designers, developers and city officials must work together to employ building and site designs that embrace and maximize energy efficiency.

Policy EN-1.2 The City should continue to promote programs, agencies, and funding sources that may provide guidance and financial assistance for the development, distribution and use of energy-efficient buildings and facilities and renewable energy resources in the community.

Policy EN-1.3 The City shall consider energy efficiency when preparing design standards, reviewing development plans and adopting building codes.

Policy EN-1.4 The City should implement energy conserving designs when planning new or renovating existing City facilities.

Policy EN-1.5 The City shall encourage energy-saving retrofit programs for residential, commercial and industrial applications.

Policy EN-1.6 The City should include energy efficiency as a priority when planning future land uses and community development patterns.

Policy EN-1.7 The City should establish benchmarks / standards and a tracking system to monitor energy and fuel usage at City buildings and facilities and in the City's vehicle fleet.

Policy EN-1.8 The City should encourage new and existing City infrastructure, facilities and operations to use most appropriate energy efficiency technologies and energy conservation practices and strive for net zero energy facilities.

Policy EN-1.9 The City should include energy efficiency in the siting, design and construction of infill and redevelopment projects, to upgrade or retrofit existing development.

Goal EN-2	Educate staff and community members on energy-efficient practices.

Policy EN-2.1 The City shall provide information and materials regarding energy-efficient programs and technologies to the general public, the development community, and applicable City staff and departments.

Policy EN-2.2 The City shall provide information and training to staff so they can understand and become proficient in the operation of new or unfamiliar technologies and equipment to achieve the best efficiencies.

Policy EN-2.3 The City shall provide information to employees regarding energy efficiency in the workplace.

Policy EN-2.4 The City shall create a public outreach program to connect residents, developers and other interested parties with resources that will facilitate conversion from non-renewable to renewable energy resources in the private sector. Resources may include agencies, programs, and funding opportunities.

Policy EN-2.5 The City should increase public awareness of energy efficiency through the development of demonstration projects.

Goal EN-3 Glendale supports energy-sector business development.

Policy EN-3.1 The City should foster business and employment opportunities within the emerging sector of renewable energy resources.

Policy EN-3.2 The City should encourage public-private partnerships with utility companies and business entities to facilitate a broad development, distribution and use of renewable energy resources and associated technologies.

Goal EN-4 Energy consumption is reduced through community coordination.

Policy EN-4.1 The City shall support and encourage land use patterns, such as infill and mixed use development, which reduce automobile dependency.

Policy EN-4.2 The City shall develop and implement citywide strategic energy planning.

Policy EN-4.3 The City shall participate in regional programs to promote energy conservation and the use of renewable energy.

Goal EN-5 Glendale maintains a citizen's advisory board to help guide the City's energy policy.

Policy EN-5.1 The City should coordinate green building initiative through an Energy Advisory Committee.

Matrix
DESIGN GROUP

ENVISION GLENDALE 2040

City of Glendale Planning Division
5850 West Glendale Avenue, Suite 212
Glendale, AZ 85301
623.930.2800
www.glendale2040.com

Matrix DESIGN GROUP

GLENDALE AZ

CITIZEN PARTICIPATION
FINAL REPORT

FOR

GPA16-01

ENVISION GLENDALE 2040 – GLENDALE GENERAL PLAN UPDATE

A CITY-WIDE
PLANNING COMMISSION INITIATED
GENERAL PLAN AMENDMENT

PREPARED ON: March 28, 2016
PREPARED BY: City of Glendale Planning Division

APPROVED
MAR 2 8 2016
City of Glendale
Planning Department

STAFF CONTACT

Thomas Ritz, AICP, Senior Planner
City of Glendale, AZ
Planning Division
(623) 930-2588
tritz@glendaleaz.com

The purpose of the Citizen Participation Plan is to provide information regarding the methods proposed for the public notification process.

PROJECT DESCRIPTION

This is a request by the City of Glendale Planning Division to update the current General Plan; Glendale 2025 The Next Step with a new General Plan titled Envision Glendale 2040.

Every city and county in Arizona is required by state law to prepare and maintain a planning document called a general plan. A general plan is designed to serve as the jurisdictions' blueprint for future decisions concerning land use and resource conservation. All specific plans, subdivisions, public works projects, and zoning decisions must be consistent with the City's General Plan.

The City of Glendale's General Plan Update will serve several purposes:

- Provide a description of current conditions and trends shaping the City of Glendale.
- Identify planning issues, opportunities, and challenges that should be addressed in the general plan.
- Explore land use and policy alternatives.
- Ensure that the general plan is current, internally consistent, and easy to use.
- Provide guidance in the planning and evaluation of future land and resource decisions.
- Provide a vision and framework for the future of the City of Glendale.

ELEMENTS OF PUBLIC NOTIFICATION AND CITIZEN PARTICIPATION TECHNIQUES

Staff utilized several techniques to involve the public and provided the public opportunities for meaningful participation in the planning and decision making process.

These opportunities included:

- A General Plan Steering Committee comprised of citizen volunteers appointed by the Mayor and Council.
- Two public workshops where the General Plan was explained and citizens had an opportunity to ask questions concerning the General Plan.

- City Council Workshops, which were televised and where staff provided updates to the City Council concerning the status of the general plan update.
- City Council District Meetings, where staff met with citizens in the communities where they reside.
- A website, Glendale2040.com, which provided information concerning the General Plan update.
- A mailing list was maintained of persons interested in the progress of the Glendale 2040 update.
- Additional notification was provided to those listed on the Interested Party list for the City-wide Additional Notification list maintained by the Planning Division.
- The proposed General Plan was posted on the Envision Glendale 2040 website.
- A notice of public hearing for the general plan update will be published in *The Glendale Star* as part of the required process.

Press releases were issued to advertise the General Plan workshops, public hearings, and other events where the General Plan was discussed.

DATES THAT NOTIFICATION LETTERS AND MEETING NOTICES WERE MAILED, NEWSLETTERS, AND OTHER PUBLICATIONS WERE POSTED AND/OR ADVERTISED

February 10, 2016: The 60-day review letter is mailed to adjacent jurisdictions, state agencies, and Luke Air Force Base as required by state law. The 60-day letter was also mailed to Mayor and Council, City Leadership Team, the General Plan Steering Committee, individuals on the interested parties list, homeowners associations and registered neighborhoods. A copy of the 60-day review letter is attached.

February 10, 2016: The public draft general plan document was posted on the Envision Glendale 2040 website.

Spring 2015: General Plan Background Report (Map Atlas) presented to General Plan Steering Committee members and posted on Envision Glendale 2040 web site.

PROPOSED NOTIFICATION AREA

As the General Plan update impacts the entire city, no notification map of a particular area is required.

LIST OF NAMES OF HOMEOWNERS ASSOCIATIONS AND REGISTERED NEIGHBORHOOD GROUPS, AND THEIR REPRESENTATIVES, AND INDIVIDUALS ON THE DISTRICT'S INTERESTED PARTIES LIST WHO WERE NOTIFIED, AND INDIVIDUALS ON THE ADDITIONAL NOTIFICATION LIST WHO WERE NOTIFIED

Public hearings by the Planning Commission on the proposed General Plan will be noticed to all Homeowners Associations and Registered Neighborhoods identified by the

city. All individuals on the Interested Parties list and Additional Notification list city-wide will be notified of the public hearings.

IDENTIFY DATES AND LOCATIONS OF ALL MEETINGS WHERE CITIZENS WERE INVITED TO DISCUSS THE PROPOSAL

March 30, 2016: Ocotillo District Meeting, Challenger Junior High School Gym, 6905 West Maryland Avenue.

March 24, 2016: Sahuaro District Meeting, Paseo Racquet Center, 6268 West Thunderbird Road.

March 14, 2016: Public Workshop #2 Glendale Public Library, 5959 West Brown Street. This public meeting was attended by about 30 people.

February 16, 2016: City Council Workshop.

January 6, 2016: General Plan Steering Committee Meeting, City Hall Conference Room B-3, 5850 West Glendale Avenue.

November 23, 2015: General Plan Steering Committee Meeting, City Hall Conference Room B-3, 5850 West Glendale Avenue.

November 2, 2015: General Plan Steering Committee Meeting, City Hall Conference Room B-3, 5850 West Glendale Avenue.

October 28, 2015: General Plan Steering Committee Meeting, City Hall Conference Room B-3, 5850 West Glendale Avenue.

October 1, 2015: Sahuaro District Fall Meeting, Tower Conference Room at Thunderbird School of Global Management, 15249 North 59th Avenue.

September 2, 2015: General Plan Steering Committee Meeting, City Hall Conference Room B-3, 5850 West Glendale Avenue.

August 5, 2015: General Plan Steering Committee Meeting, City Hall Conference Room B-3, 5850 West Glendale Avenue.

June 3, 2015: General Plan Steering Committee Meeting, City Hall Employee Lounge, 5850 West Glendale Avenue.

May 15, 2015: Ocotillo District Downtown Businesses Meeting.

April 29, 2015: Cactus District Meeting, Manistee Ranch.

April 8, 2015: Cholla District Meeting, Legend Springs Elementary School.

March 25, 2015: Public Workshop #1, Civic Center Annex. This public meeting was attended by about 20 people.

February 4, 2015: General Plan Steering Committee Meeting, City Hall Employee Lounge, 5850 West Glendale Avenue.

December 3, 2014: General Plan Steering Committee Meeting, City Hall Conference Room B-3, 5850 West Glendale Avenue.

October 1, 2014: General Plan Steering Committee Meeting, City Hall Conference Room B-3, 5850 West Glendale Avenue.

August 6, 2014: General Plan Steering Committee Meeting, City Hall Conference Room B-3, 5850 West Glendale Avenue.

May 7, 2014: General Plan Steering Committee Meeting, City Hall Conference Room B-3, 5850 West Glendale Avenue.

May 6, 2014: Glendale City Council Workshop.

On February 25, 2014 City Council authorized the City Manager to enter into a professional services agreement with Matrix Design Group, Inc. for professional planning services to update and rewrite portions of the General Plan.

On January 28, 2014, City Council adopted an Ordinance amending the establishment of the General Plan Steering Committee to add additional members to the Committee.

On January 14, 2014, Council adopted an Ordinance establishing a General Plan Steering Committee to be made up of interested citizens and community stakeholders.

At the December 17, 2013 City Council Workshop, Council provided guidance to staff to continue with the formation of a Steering Committee for the update of the General Plan.

At a special Planning Commission workshop on August 15, 2013, staff provided Planning Commission with an overview of the general plan and a framework for an update of the general plan.

PROVIDE THE TOTAL NUMBER OF INDIVIDUALS NOTICED AND THE NUMBER OF PEOPLE THAT ACTIVELY PARTICIPATED IN THE PROCESS

The steering committee varied in membership, reaching 35 members in January 2016. Appointment of new members by the City Council has been ongoing throughout the timeframe of the development of the General Plan, with the first members appointed on January 28, 2014, and appointment and reappointment of members continuing to the present.

Other citizens attended the Open Houses, Council District Meetings, and City Council and Planning Commission workshops noted above.

LIST CONCERNS, ISSUES, AND PROBLEMS EXPRESSED BY THE PARTICIPANTS

March 15, 2016: E-mail from Ron Short expressing concerns with should and shall for policies, desire for Regional Mixed Use designations along Glendale Avenue from 43rd to 51st Avenues and in the Arrowhead Mall area, and need to mention Glendale Urban Irrigation system as an element of Historic Preservation and Suhuaro Ranch as part of the Recreation Element. Need to develop an implementation program with short-term, mid-term, and long-range specific actions.

March 9, 2016: E-mail from Dan Streyle expressing concerns about errors in identifying the Arizona Cardinals and where they play, providing buffers between residential and non-residential uses, and a lack of attention to light rail transit.

February 23, 2016: E-mail from Ron Short that the plan needs to emphasize the strong City Council policy that the city will not provide water and sewer services west of 115th Avenue.

January 7, 2016: E-mail from Ron Short that the plan needs to mention the Glendale Urban Irrigation System.

December 2, 2015: E-mail from Chris Webb of the Rose Law Group seeking clarification that the existing mixed-use language will be replaced with three new mixed use designations, Downtown Mixed Use, Transition Mixed Use, and Regional Mixed Use.

At the November 23, 2015 a list of comments from the General Plan Steering Committee members was distributed.

On July 28, 2015 a list of Glendale Steering Committee and Public Issues and Opportunities was developed and distributed.

July 23, 2015: Letter sent from Suburban Land Reserve Inc. discussing their property and the Entertainment Mixed Use designation.

March 27, 2015: E-mail from Leslie Sheeler questioning the population projections. The data referenced in the e-mail were projections for the nation as a whole, which varied from the population estimates for Glendale prepared by the Census Bureau.

March 16, 2015: E-mail from Paula Ashley questioning why more members of the General Plan Steering Committee are from the Cholla District than any other district and what is the meaning of the two members unaffiliated with any Council district.

STATE HOW EACH CONCERN, ISSUE, AND PROBLEM HAS BEEN ADDRESSED AND HOW APPLICANT INTENDS TO CONTINUE TO ADDRESS THEM

Each citizen comment was provided to staff and the consultant and evaluated to refine the text of the general plan.

ATTACH COPIES OF LETTERS, AFFIDAVITS, MEETING INVITATIONS, NEWSLETTERS, PUBLICATIONS, SIGN-IN SHEETS, PETITIONS RECEIVED IN SUPPORT OR AGAINS THE PROPOSED PROJECT, AND ANY OTHER MATERIALS PERTAINING TO THE NOTIFICATION PROCESS

A copy of a March 10, 2016 Glendale Star article describing the February 16, 2016 City Council workshop and next steps in the General Plan process is attached.

A copy of the March 3, 2016 news release announcing the release of the Public Draft of the 2040 General Plan is attached.

A copy of the March 3, 2016 news release announcing the Sahuaro District meeting on March 24, 2016 is attached.

A copy of a February 25, 2016 *Glendale Star* article describing the February 16, 2016 City Council Workshop presentation is attached.

A copy of a February 2016 *Arrowhead Ranch Real Estate News* describing the General Plan is attached.

A copy of a February 21, 2016 *Daily News-Sun* newspaper article on the General Plan is attached.

A copy of a February 18, 2016 Rose Law Group Reporter article on the General Plan is attached.

A copy of a December 4, 2015 news release announcing a discussion of the General Plan on the TV show "Glendale Today" is attached. The new television program began airing on December 4, 2015 on the city-owned TV station Glendale 11.

A copy of a September 18, 2015 news release announcing the Sahuaro District meeting on October 1, 2015 is attached.

At the August 5, 2015 General Plan Steering Committee meeting a copy of the Map Atlas, produced by Matrix Design Group, was provided to all attendees.

A copy of an April 14, 2015 news release announcing the Cactus District open house on April 29, 2015 is attached.

A copy of a March 26, 2015 e-mail news article in the Rose Law Group Dealmaker e-mail newsletter discussing the first General Plan public meeting is attached.

A copy of the Envision Glendale Fact Sheet #2, which was distributed following the March 25, 2015 Public Open House, is attached.

A copy of the Envision Glendale Fact Sheet #1, which was distributed at the March 25, 2015 Public Open House, is attached.

A copy of a March 17, 2015 e-mail news article in the Rose Law Group Dealmaker e-mail newsletter discussing the General Plan update is attached.

A copy of a March 10, 2015 news release announcing the first public workshop on the General Plan will be held is attached. This news release was also published in the city's Twitter and Facebook accounts.

A copy of an August 24, 2014 article in the Arizona Republic describing the General Plan update efforts is attached.

A copy of the May 6, 2014 power point presentation at the City Council workshop is attached.

A copy of a January 4, 2014 news release announcing that Glendale will be updating its General Plan in 2014 is attached.

GLENDALE

February 10, 2016

RE: Envision Glendale 2040 | Glendale General Plan Update | 60-day Review Letter

Dear Interested Party:

Every city and county in Arizona is required by state law to prepare and maintain a planning document called a general plan and periodically update the general plan. The City of Glendale recently completed a draft copy of the City's update of its General Plan. The proposed General Plan can be found at www.glendale2040.com. A general plan is designed to serve as the blueprint for the jurisdiction blueprint for future decisions concerning land use and resource conservation. All specific plans, subdivisions, public works projects, and zoning decisions must be consistent with the City's General Plan.

Please accept this correspondence as the City's formal notification of the 60-day review of the proposed Envision Glendale 2040 – Glendale General Plan Update in conformance with and as required by Arizona Revised Statutes 9-461.06.D. Please review and provide any comments and or suggestions to me by 5:00pm on April 9, 2016. Your input is important to ensure the general plan document is compatible with planning for adjacent communities, Maricopa County, and the State of Arizona.

Following the completion of this 60-day review, it is the City's intent to hear and adopt this updated general plan as required by state law.

Please contact me at (623) 930-2585 or jfroke@glendaleaz.com if you have any questions.

Very truly yours,

Jon M. Froke

Jon M. Froke, AICP
Planning Director
Planning Division

TR/df

Distribution List:
City of Glendale Mayor & City Council
Glendale City Manager
Glendale City Clerk
Arizona Commerce Authority
Arizona Department of Water Resources
Maricopa County
City of Avondale
City of Buckeye
City of El Mirage
City of Goodyear
City of Litchfield Park
City of Peoria
City of Phoenix
City of Surprise
Luke Air Force Base
General Plan Steering Committee
City of Glendale Interested Parties List
City of Glendale Homeowners Associations & Registered Neighborhoods
Matrix Design Group
GPA16-01

Council hears update on General Plan

By DARRELL JACKSON
Staff Writer

"I am concerned that if the financial side of this works out, then we don't end up planning for part of our community out there that doesn't contribute financially back into the system as a whole."
- Councilmember Bart Turner, Barrel district

After years of economic hard times within the city, officials addressed the council Feb. 16 about the city's future developments that emphasize growth near Luke Air Force Base.

The updated General Plan, the first time the plan has been updated since 2002, focuses on the far west area of the city, with an emphasis on ensuring Luke Air Force Base as the new home of the F-35 fighter jets.

"The proposed land uses in the Loop 303 corridor would be meant to protect Luke Air Force Base and not jeopardize it in any fashion," Planning Director Jon Froke said.

City officials held discussions in 2014 on the annexation of unincorporated land near the base and including it into Glendale's borders.

City leaders have begun focusing on an area around the base and the city's planning consultants for the General Plan update have told council they have removed a planned entertainment, mixed-use area along Loop 303.

"Communities should really not have more than one entertainment type of anchor like Westgate," said Matrix Design Group of Phoenix Vice President Celeste Werner. "An entertainment development along Loop 303 is not a good idea for this area, but we do not recommend a residential area for this area for the preservation of Luke Air Force Base."

Staff said the area is prime for commercial areas along the Loop 303 near the base; however, there is a huge call for commercial growth in the area to make it economically sustainable.

"I am concerned that if the financial side of this works out, then we don't end up planning for part of our community out there that doesn't contribute financially back into the system as a whole," said Barrel district Councilmember Bart Turner. "The mix of land uses we're proposing out there between residential, retail, job-producing - that mix is going to be one that, in essence, makes it financially sustainable."

Froke told Turner the goal of city staff, when producing the plan, was for that area to become financially stable.

Another change to the plan would be in downtown Glendale, where the entertainment mixed-use designation would be shifted to address the city's desire to preserve the character of the local businesses.

Any changes proposed by staff would have to be approved by Glendale voters. The plan was sent back to staff for more research. It is expected to be brought back to council in late April.

The city sent out a 60-day review letter for the Envision Glendale 2040 general plan update that is the city's formal notification of the 60-day review as required by Arizona Revised Statues.

The public is invited to a workshop 6 to 7:30 p.m. March 14 at the Glendale Main Library, 5959 W. Brown St., to learn more about the public draft General Plan.

Citizens are invited to help develop a plan that is responsive to the community needs and address concerns and interests that will guide future developments within the city.

GLENDALE NEWS
City of Glendale
623-930-2960
5850 W. Glendale Ave., Glendale AZ 85301
www.glendaleaz.com

FOR IMMEDIATE RELEASE: March 3, 2016
CONTACT: Kimberly Larson, 623-930-2989, Public Information Office

INPUT FROM COMMUNITY ESSENTIAL

Public invited to a public workshop on update of the Glendale General Plan

WHO: Residents are encouraged to attend this workshop to learn more about the Public Draft General Plan and learn how to provide comments to ensure that the General Plan 2040 addresses community desires and interest.

WHAT: The city of Glendale has released the Public Draft of the 2040 General Plan for a 60-day public review period (Feb. 9, 2016 through April 9, 2016 by 5 p.m.), and will host the public workshop for the Glendale 2040 General Plan. At this meeting, community members will have the opportunity to learn about the updates that have been made to the General Plan, as well as the major components of the General Plan that will guide future development of the City into 2040. The Public Draft Plan and the public review and comment process will be explained and attendees will have the opportunity to ask questions and provide comments at the workshop.

WHY: In order to develop a plan that is responsive to local needs, input from the community is essential

WHERE: Glendale Main Library
5959 W. Brown St.

WHEN: Monday, March 14, 2016, 6 – 7:30 p.m.

CONTACT: City of Glendale Planning Division
Contact: Jon Froke, M.Ed., AICP, Planning Director
Phone: (623) 930-2585
E-mail: jfroke@glendaleaz.com

###

ENVISION GLENDALE 2040

MEDIA RELEASE
FOR IMMEDIATE RELEASE: March 2, 2016

Workshop on Public Draft General Plan

SAVE THE DATE!

YOUR INPUT MATTERS!
You are invited to a public workshop regarding the update of the Glendale General Plan.

The City of Glendale has released the Public Draft of the 2040 General Plan for a 60-day public review period (February 9, 2016 thru April 9, 2016 by 5 PM). The City of Glendale will host the public workshop for the Glendale 2040 General Plan on Monday, March 14, 2016 from 6:00 to 7:30 pm at the Glendale Public Library Main Library (5959 W. Brown Street). At this meeting, community members will have the opportunity to learn about the updates that have been made to the General Plan, as well as the major components of the General Plan that will guide future development of the City into 2040. The Public Draft Plan and the public review and comment process will be explained and attendees will have the opportunity to ask questions and provide comments at the workshop.

In order to develop a plan that is responsive to local needs, input from the community is essential. The public is encouraged to join us at this workshop to learn more about the Public Draft General Plan and learn how to provide comments to ensure that the General Plan 2040 addresses community desires and interest.

Date: Monday, March 14, 2016
Time: 6:00 – 7:30 PM
Location: Glendale Main Library
5959 W Brown Street
Glendale, AZ 85302

For more information, please visit **www.glendale2040.com** or contact:

City of Glendale Planning Division
Contact: Jon Froke, M.Ed., AICP, Planning Director
Phone: (623) 930-2585
E-mail: jfroke@glendaleaz.com

GLENDALE NEWS

City of Glendale
623-930-2960

5850 W. Glendale Ave., Glendale AZ 85301
www.glendaleaz.com

FOR IMMEDIATE RELEASE: March 3, 2016
CONTACT:
Van J. Ornelas, 623-930-2016, Council Assistant
Sue Breding, 623-640-7423, Public Information Office

COUNCILMEMBER RAY MALNAR HOSTS FIRST SAHUARO DISTRICT MEETING MARCH 24

Opportunity for Residents to learn about city services, local tennis programs, and meet Councilmember Malnar

GLENDALE, Ariz. - Councilmember Ray Malnar is hosting his first district meeting for all Sahuaro District residents. The meeting will be held on Thursday, March 24th, 2016 between 5:30 p.m. and 7 p.m., at Paseo Racquet Center, 63rd Avenue and Thunderbird Road. The meeting will be located in the tennis court area and food will be provided.

"I hope all the residents within the district take full advantage of this opportunity to meet their new councilmember, so that I may hear their concerns, and also that they have a chance to listen to City staff about Glendale's services," Malnar said.

Malnar will provide an update on his first 100 days in office, and will introduce several Glendale leaders as his special guests including: Glendale's new City Manager Kevin Phelps, Fire Chief Terry Garrison, Assistant Police Chief Rick St. John, Planning Director Jon Froke (Envision Glendale 2040-Glendale's General Plan), Community Services Director Erik Strunk (Neighborhood Services & Parks and Recreation) and Public Works Director Jack Friedline (Street projects, Recycling, Transportation, and Graffiti programs). Residents will also have the opportunity to learn about the Paseo Tennis and Racquet Center while enjoying fun tennis games and prizes.

The Sahuaro District is located in the northern part of Glendale, from 51st to 79th avenues, Cactus Road to Union Hills Drive.

For more information or to request special accommodations, call 623-930-2016.

###

Future development emphasizes growth near Luke Air Force Base

Council hears update on General Plan

By DARRELL JACKSON
Staff Writer

After years of economic hard times within the city, officials addressed the council Feb. 16 about the city's future developments that emphasize growth near Luke Air Force Base.

The updated General Plan, the first time the plan has been updated since 2002, focuses on the far west area of the city, with an emphasis on ensuring Luke Air Force Base as the new home of the F-35 fighter jets.

"The proposed land uses in the Loop 303 corridor are would be meant to protect Luke Air Force Base and not jeopardize it in any fashion," Planning Director Jon Froke said.

City officials held discussions in 2014 on the city's annexing unincorporated land near the base and including it into the city's borders.

City leaders have begun focusing on an area around the base and the city's planning consultants for the General Plan update have told council they have removed a planned entertainment, mixed-use area along Loop 303.

"Communities should really not have more than one entertainment type of anchor like Westgate," said Matrix Design Group of Phoenix Vice President Celeste Werner. "An entertainment development along Loop 303 is not a good idea for this area, but we do not recommend a residential area for this area for the preservation of Luke Air Force Base."

Staff said the area is prime for commercial areas along the Loop 303 near the base; however, there is a huge call for commercial growth in the area to make it economically sustainable.

"I am concerned that if the financial side of this works out, then we don't end up planning for part of our community out there that doesn't contribute financially back into the system as a whole," said Barrel district Councilmember Bart Turner. "The mix of land uses we're proposing out there between residential, retail, job-producing - that mix is going to be one that, in essence, makes it financially sustainable."

Froke told Turner the goal of city staff, when producing the plan, was for that area to become financially stable.

Another change to the plan would be in downtown Glendale, where the entertainment mixed-use designation would be shifted to address the city's desire to preserve the character of local businesses.

Any changes proposed by staff would have to be approved by Glendale voters. The plan was sent back to staff for more research. It is expected to be brought back to council in late April.

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Envisioning Glendale – *Planners Make More Plans for the Plan*

by Alan Kushmakov

When members of the *Envision Glendale 2040* steering committee met in late October and early November, they redefined some of the plan's goals and policies. Red, green and blue pens in hand, they set about combing through 20-or-so pages to reword and clarify various sections.

A lot of the revisions expanded and more clearly defined goals within the general plan, and much of it was about semantics. Saying an area is "in need of reinvestment" sounds more palatable than "divested," as does calling a building "unsafe, condemned" rather than "substandard." In the Land Use element, the term "future rail" was replaced with "high capacity transit" to reflect that funding is in the hands of Valley Metro, council members and the federal government, and not subject to the whims of a single commission. Under Growth Area, the commission made clear that transit-oriented development should consist of relatively high-density residential, office and retail uses that allow daily needs to be met by taking a brief ride or a quarter- to half-mile walk from a transit stop or station.

Neither the planning commission in particular nor the city in general seems to have much to say about the Desert Diamond-West Valley Casino, which was scheduled to open in December. Despite numerous efforts to block it (even after council approval), construction is nearly completed and opening is imminent. A recent job fair drew 3,000 applicants for casino jobs, from which 400 hires were gleaned.

Glendale intends to offer shuttle service between the casino and Westgate City Center. This seems a handy proposition, since the commission voted October 3rd to approve a permit for construction of an assisted-living facility at the Zanjero Falls Corporate Oasis, located in the Yucca District, right there on the path of the shuttle.

The complex will consist of residences, health care and medical services, and other businesses, including barber and beauty shops, restaurants and conference rooms. Development of the corporate park was stalled by the recession in 2008, and the resumption of activity will bring at least 150 well-paying non-construction jobs to the area, as well as $15 million in local revenue.

In other good news, with completion of the latest phase of the New River Trail extension, a 20-mile stretch of the path now runs from Bethany Home Road to Happy Valley in Peoria. Construction will begin early next year on the next phase of the project, wherein the trail will jog over about a half-mile to hook up with the Grand Canal Linear, thus giving the public easier access to the entertainment district.

HOMEOWNERSHIP ASPIRATIONS NOT DAMPENED BY SAGGING SUPPLIES

Economists and real estate professionals have high hopes for 2016, even though the picture is less rosy in the area of inventory. Nonetheless, they anticipate home sales will be at their highest since 2006. The folks at realtor.com® believe the national resurgence of new home starts will continue next year with a year-over-year increase of 12 percent, and that new home sales will grow 16 percent over 2015. Jonathan Smoke, chief economist is confident of the projections.

"Next year's moderate gains in existing prices and sales, versus the accelerated growth we've seen in previous years, indicate that we are entering a normal, but healthy housing market," said Smoke.

Affordability remains an issue for many would-be homebuyers. A lot of areas have maybe a three- to four-month supply of homes for sale, and when inventory goes down, prices go up and choices become limited. The extent of the effects of this inconvenient tradition depends upon who the buyers are and where they want to live. Many need to relocate for their job, while others simply want their own nest to feather.

In its 2015 Profile of Buyers and Sellers, the NAR reported that first-time homebuyers slipped a percentage point to 32 percent of the market. Because first-time buyers typically are single men and women, their incomes often can't keep pace with higher prices. A substantial number of aspiring homeowners nationwide are affected by student debt. In the West/Mountain region, that number is 45 percent, with 9 percent struggling to come up with a down payment. Here, as in most areas, many tend to put off buying a home for at least three years.

Continued on Page 8

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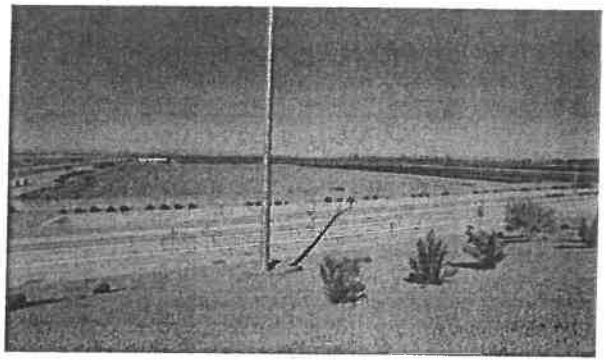
DP# 20567

Glendale's updated General Plan focuses on growing western area

By Jeff Grant, Daily News-Sun | Posted: Sunday, February 21, 2016 8:00 am

City officials continue to work toward an updated overall policy document guiding future development that emphasizes protection of Luke Air Force Base, considered one of Glendale's biggest economic assets, as the municipality's growth pushes further into its largely undeveloped far western region.



Glendale -- Northern Parkway Land

Land is pictured north of Northern Parkway between Loop 303 and Litchfield Road Wednesday, Feb. 17, in Glendale. (Jacob Stanek/Daily News-Sun)

Numerous changes have taken place in that area since the General Plan was updated in 2002, and city leaders are eager to ensure the base, now training home for the Pentagon's latest generation of military jet fighters, remains safeguarded from projects that would be counterproductive to its operation.

For that reason, the newest proposed update to the plan recommends against residential and commercial development along the Loop 303 corridor.

"The proposed land uses in the Loop 303 corridor area would be meant to protect Luke and not jeopardize it in any fashion," Planning Director Jon Froke told the City Council Feb. 16, referring to discussions held in 2014 on the city's policy toward annexing unincorporated land in that area.

With a majority of Glendale from its northern border at Pinnacle Peak Road to its southern end along Camelback Road out to 115th Avenue spoken for, city leaders have turned their attention to the area west of 115th to Perryville Road – about a third of Glendale's municipal planning area. The base is just about in the middle of that section.

Representatives of Matrix Design Group of Phoenix, Glendale's municipal planning consultants for the General Plan Update, told the council the document's update included removal of an entertainment mixed-use district along Loop 303 between Northern and Peoria avenues to a more appropriate designation.

"Communities should really not have more than one entertainment-type of anchor like Westgate (the entertainment district next to Gila River Arena and University of Phoenix Stadium)," said Matrix vice president Celeste Werner.

While commercial uses are deemed more appropriate in that area, the overall western section will not completely without future residential growth. Portions west of Cotton Lane, for example, contain a large share of that designation, according to the updated land-use map that is part of Envision Glendale 2040, the name for the updated General Plan.

However, there is a call for enough commercial growth in the area in order to make it economically sustainable.

"I'm concerned that the financial side of this works out; that we don't end up planning for part of our community out there that doesn't contribute financially back into the system as a whole," said Barrel District Councilman Bart Turner. "The mix of land uses we're proposing out there between residential, retail, job-producing' that mix is going to be one that is, in essence, financially sustainable in and of itself?" he asked.

"That is our goal, that's correct," Froke replied.

Another concern is infrastructure.

Since the city provides no water and sewer service west of 115th Avenue, the job is handled by private firms. Froke told the council both Epcor and Liberty are meeting the area's needs.

Turner wanted to make sure Glendale was protected in the event either experienced problems.

"We still have a commitment to our constituents in that area that if there should be any economic disruption among providers that we may end up being in a backfill situation or in a purchase of the enterprise or something like that. That's my concern."

Froke assured the council infrastructure needs tied to future growth will get proper attention.

"We would certainly look at all aspects, whether it's sanitation or recycling services; police and fire, as well as the actual infrastructure that needs to be built – curbs, gutter, sidewalks; roads. Those are all wrapped into any review of future annexation or development we would look at in this area."

A final, major change to the land-use map would come in the downtown, or Centerline, district. Werner told the council the entertainment mixed-use designation previously used there would be shifted to a mix more reflective of the neighborhood's desires to preserve its character punctuated by small businesses and residential.

City voters will have the final say on the updates.

The Planning Commission is scheduled to discuss them during an April 23 meeting at a site away from City Hall, then vote April 25, sending the proposal to the council the following evening.

The tight time frame is due to the fact the General Plan Update must be ready 120 days before the Aug. 30 primary election, when it would go before voters.

Matrix and the city Planning Department have been working since 2014 on the update, including a series of public meetings and workshops that at times involved an advisory steering committee made up of individuals selected from throughout Glendale.

The General Plan, a policy document guiding future development decisions, is required under state law in every city.

Details of the proposal can be found online at www.glendale2040.com,

or by visiting the city's website and going to the Planning Department.

A public-comment period is now in effect on the plan through April 9. Residents can weigh in online at either of the aforementioned web links. The public also will be able to speak at any of the three meetings slated for late April.

Contact reporter Jeff Grant at 623-876-2514 or jgrant@yourwestvalley.com

ROSE LAW GROUP Reporter

Your source for news that matters to Arizona

Glendale's updated General Plan focuses on growing western area

Posted by Staff / February 18, 2016 / No Comments

By Jeff Grant | Today staff

City officials continue to work toward an updated overall policy document guiding future development that emphasizes protection of Luke Air Force Base, considered one of Glendale's biggest economic assets, as the municipality's growth pushes further into its largely undeveloped far western region.

Numerous changes have taken place in that area since the General Plan was updated in 2002, and city leaders are eager to ensure the base, now training home for the Pentagon's latest generation of military jet fighters, remains safeguarded from projects that would be counterproductive to its operation.

Continued: (http://www.yourwestvalley.com/glendale/article_709a08d2-d616-11e5-8547-bbfe61fde5c6.html)

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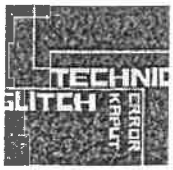

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GLENDALE NEWS

City of Glendale
623-930-2960

5850 W. Glendale Ave., Glendale AZ 85301
www.glendaleaz.com

FOR IMMEDIATE RELEASE: December 4, 2015
CONTACT: Laurie Berg Sapp, 623-930-4510, Public Information Office

GLENDALE COUNCILMEMBER JAMIE ALDAMA HIGHLIGHTS THE CITY'S GENERAL PLAN ON "GLENDALE TODAY"

Also Highlights Ocotillo District Projects

Glendale, Ariz. — Glendale Councilmember Jamie Aldama of the Ocotillo District gives viewers a closer look at the city's General Plan known as "Envision 2040" in his new edition of the TV show "Glendale Today". Councilmember Aldama talks to Planning Director Jon Froke about the plan and how it is the blueprint for the future of Glendale's business and residential development.

Councilmember Aldama also highlights new development and construction projects under the Glendale Centerline Initiative specific to the Ocotillo District, including the Brelby Theater, the Desert Rose Steakhouse, Total Smiles Dental, Glendale Pediatrics and the Family Dollar store. Viewers also learn how they can help determine Glendale's planning future and provide input on the General Plan. Here's a sneak peek at the show.

The new program begins airing December 4 at 8p.m. "Glendale Today" is produced by staff from the city-owned TV station Glendale 11. The show will air daily on Glendale 11 as well as online via the city's video library at www.glendaleaz.com/video and exclusive segments can be found on the city's YouTube channel at www.youtube.com/MyGlendale11. For more information about the new TV show, visit www.glendaleaz.com/glendale11.

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GLENDALE AZ NEWS

City of Glendale
623-930-2960

5850 W. Glendale Ave., Glendale AZ 85301
www.glendaleaz.com

FOR IMMEDIATE RELEASE: September 18, 2015
CONTACT: Tamra Ingersoll, 623-930-2964, Public Information Office

COUNCILMEMBER GARY SHERWOOD HOSTS SAHUARO DISTRICT MEETING OCTOBER 1

Opportunity for Residents to Voice District or City Concerns

GLENDALE, Ariz. - Councilmember Gary Sherwood is hosting a fall community meeting for all Sahuaro District residents. The meeting will be held on Thursday, Oct. 1, 2015, at 5:30 p.m. inside the Tower Conference Room at Thunderbird School of Global Management, 15249 North 59th Ave.

"I invite all residents in my district to take advantage of the opportunity to attend our big bi-annual community meeting to discuss the continued betterment of Glendale," Sherwood said.

Sherwood plans to discuss several city-wide issues including the Envision 2040 General Plan Update that will be voted on in August of 2016 and the overall transportation plan with representatives from Glendale's Transportation, Planning and Public Works Departments.

"We have some major growth opportunities coming to Glendale. I am excited to share them with Sahuaro District residents and hear their ideas and suggestions," Sherwood said.

The Sahuaro District is located in the northern part of Glendale, roughly from 51st to 79th avenues, Cactus Road to Union Hills Drive.

For more information or to request special accommodations, call 623-930-2016.

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GLENDALE AZ
City of Glendale
623-930-2960
5850 W. Glendale Ave., Glendale AZ 85301
www.glendaleaz.com
NEWS

FOR IMMEDIATE RELEASE: April 14, 2015
CONTACT: Tamra Ingersoll, 623-930-2964, Public Information Office

Vice Mayor Hugh Host Cactus District Open House

Public Invited to Meet Several City Representatives

GLENDALE, Ariz. - Vice Mayor Ian Hugh is hosting a community meeting for residents living in the Cactus District from 5 to 7 p.m. on Wednesday, April 29 at Manistee Ranch, 5127 W. Northern Avenue, Glendale (parking is located on 51st Avenue, just south of Northern Avenue). Vice Mayor Hugh will be joined by representatives from Glendale's Police Department, Fire Department, Code Compliance, and Public Works Public Works Departments; and Planning Director, Jon Froke will make a presentation on the General Plan.

In addition to providing updates on the Cactus District and citywide news, Glendale representatives will be available to answer questions from residents. The Cactus District is located in southeast Glendale, generally bounded by Peoria Avenue on the north and Camelback Road on the south. Residents can view the council district map for more detail at www.glendaleaz.com/CityCouncil/districtmap.cfm. A BBQ dinner will be provided. For more information or if you need special accommodations, call 623- 930-2249.

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ENVISION GLENDALE 2040

Fact Sheet #2:
Issues, Opportunities, and Alteratives

What is a General Plan?

Every city and county in Arizona is required by state law to prepare and maintain a planning document called a general plan. A general plan is designed to serve as the jurisdiction's "constitution" or "blueprint" for future decisions concerning land use and resource conservation. All specific plans, subdivisions, public works projects, and zoning decisions must be consistent with the City's General Plan.

The City of Glendale's General Plan Update will serve several purposes:

- *Provide the public opportunities for meaningful participation in the planning and decision-making process*
- *Provide a description of current conditions and trends shaping the City of Glendale*
- *Identify planning issues, opportunities, and challenges that should be addressed in the general plan*
- *Explore land use and policy alternatives*
- *Ensure that the general plan is current, internally consistent, and easy to use*
- *Provide guidance in the planning and evaluation of future land and resource decisions*
- *Provide a vision and framework for the future of the City of Glendale*

Issues and Opportunities

This fact sheet serves to focus the community's attention on key issues and opportunities, which the City of Glendale General Plan seeks to address. This will help frame further discussion and provide summary context for identification and evaluation of future alternatives in the General Plan, and drafting policies in a later phase. A description about how issues and opportunities were identified through various methods is provided, plus a summary of these findings related to the General Plan. Also, this fact sheet begins to set up the next step—alternatives development.

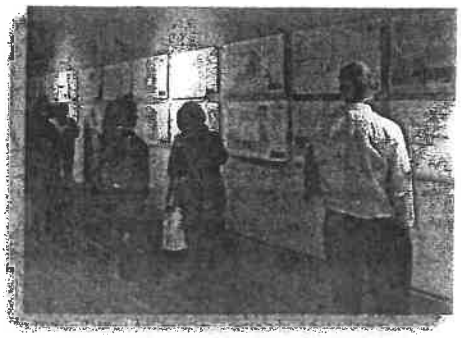
- *An **issue** is an important condition or problem the General Plan needs to address.*
- *An **opportunity** is a unique, favorable, or advantageous condition that can be preserved or the City can capitalize on in the General Plan.*

Identifying Issues & Opportunities

This section details how information was gathered from various sources in the update process, including General Plan Steering Committee meetings, community workshops, a community survey, the project website, and City staff and consultant observations. The issues and opportunities summarized in this report were compiled based on a thorough review of all research conducted and public input received since the beginning of the General Plan Update. This summary does not capture every fact or public comment garnered to date in the update process, but it does attempt to capture apparent themes and patterns in research and comments. The initial step in issue/opportunity identification process was to record and methods used to identify issues and opportunities.

Seven sources reviewed for the issues and opportunities summary are as follows:

1. Glendale General Plan, 2025
2. Glendale City Council Workshop, May 2014
3. General Plan Steering Committee Meeting, December 3, 2014
4. General Plan Steering Committee Meeting, February 4, 2015
5. Glendale General Plan Background Report (Map Atlas), Spring 2015
6. Public Workshop #1, March 25, 2015
7. Glendale General Plan 2040 Website, www.glendale2040.com



Keeping Up to Date

During the General Plan Update process, the city will maintain a mailing list of individuals who want to be kept informed on the latest program events. If you would like to be added to this list, please check out the mailing list directions on the General Plan Update 2040 website – **www.glendale2040.com**.

The following issues and opportunities were identified to date through existing conditions analysis and the sources mentioned previously.

Key Issues

Circulation

Several important transportation issues identified include minimal transit opportunity in Glendale and additional alternative modes of transportation needs. Other transportation related issues included deteriorating residential roadways, a lack of transportation options in the northern and western areas, unsafe biking lanes, and a lack of pedestrian friendly areas outside of downtown.

Economic Development

Economic development issues identified include a better city gateway need, lack of activity and nightlife after business hours, and an additional hospitality options need. One issue identified several times was the inability to attract large quality companies and employment centers.

Housing

Housing issues identified range from lack of housing for elderly and low income residents, to the need for neighborhood maintenance through code compliance. In certain areas of the city, less stringent building design standards were also identified as a housing issue.

Land Use

Land use issues have significant implications on future development in Glendale. Such issues identified include minimal shared-use and mixed-use developments, the need for continuous land use compatibility surrounding Luke Air Force Base, and a desire for local control over additional lands in the western Municipal Planning Area.

Utilities/Infrastructure

Several major issues identified in the city include deteriorating streets, a need for local utility control in the Municipal Planning Area, and lacking light pollution control. Insufficient access to utilities for maintenance and repairs was also identified, which was said to cause construction that shuts down traffic.

Community Facilities

Significant community facility issues identified ranged from inadequate park land and open space, to needs for proper landscaping at community facilities. Another issue mentioned was the desire for additional community facilities such as community centers and aquatic centers.

Historic Preservation

Historic preservation issues and concerns included lacking public awareness and eligibility, underused and vacant historic properties, plus minimal cultural and historic resources located outside of the downtown area.

Key Opportunities

Circulation

Circulation opportunities identified include finalizing connection of Northern Parkway to the 101 and US 60; coordinating signals to improve efficacy and reduce congestion; connecting Glendale to the valley through mass transit; future transit centers with park and rides supporting development and increased ridership; improving bicycle lanes/facilities and shared use paths; plus encouraging walking.

Economic Development

Revitalizating commercial corridors was the most commonly identified economic development opportunity. Other opportunities included implementing enterprise zones or business improvement districts; providing large event area space, plus coordinating Westgate and downtown events; enhancing Centerline investment and incentives; attracting more business sectors through infill developments; and encouraging quality resorts and attractions drawing more tourism.

Housing

Housing opportunities identified include potential for affordable housing options; revitalizing vacant lots and buildings in older neighborhoods; new single and multi-family units along the Loop 303; and enhancing next generation's urban environment housing.

Land Use

Land use opportunities identified include potential land annexation in the western Municipal Planning Area; allocating higher densities and transit-oriented developments along Grand and Glendale Ave.; attract new industry sectors to Glendale Airpark and western area; locate tax-revenue-generating land uses near the Loop 303 corridor; and tighten development standards to improve Glendale's image.

Utilities/Infrastructure

Utilities and public infrastructure are critical to meet future demand needs. Utility opportunities identified include Glendale's designation of a 100-year assured water supply; educational outreach regarding water conservation; and potential for more advanced long-term infrastructure facilities such as recharge/reclamation facilities and a zero energy landfill facility.

Community Facilities

Future opportunities for community facilities included enhancing regional facilities such as Thunderbird Paseo Park and Thunderbird Conservation Area; maintaining great community centers; plus updating and reusing public buildings to meet growing needs.

Historic Preservation

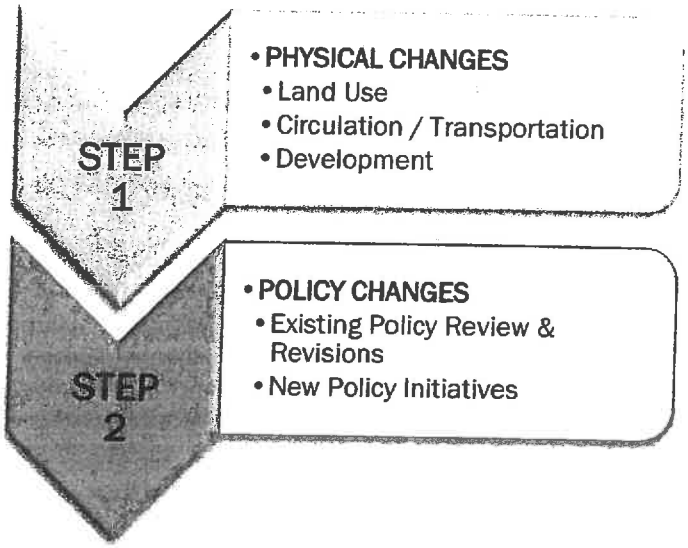
Historic preservation opportunities in the city included maintaining historic areas' integrity like Catlin Court; developing a comprehensive plan for historic preservation; leveraging historical assets to attract economic development; and adaptively reusing historic buildings.

Alternatives

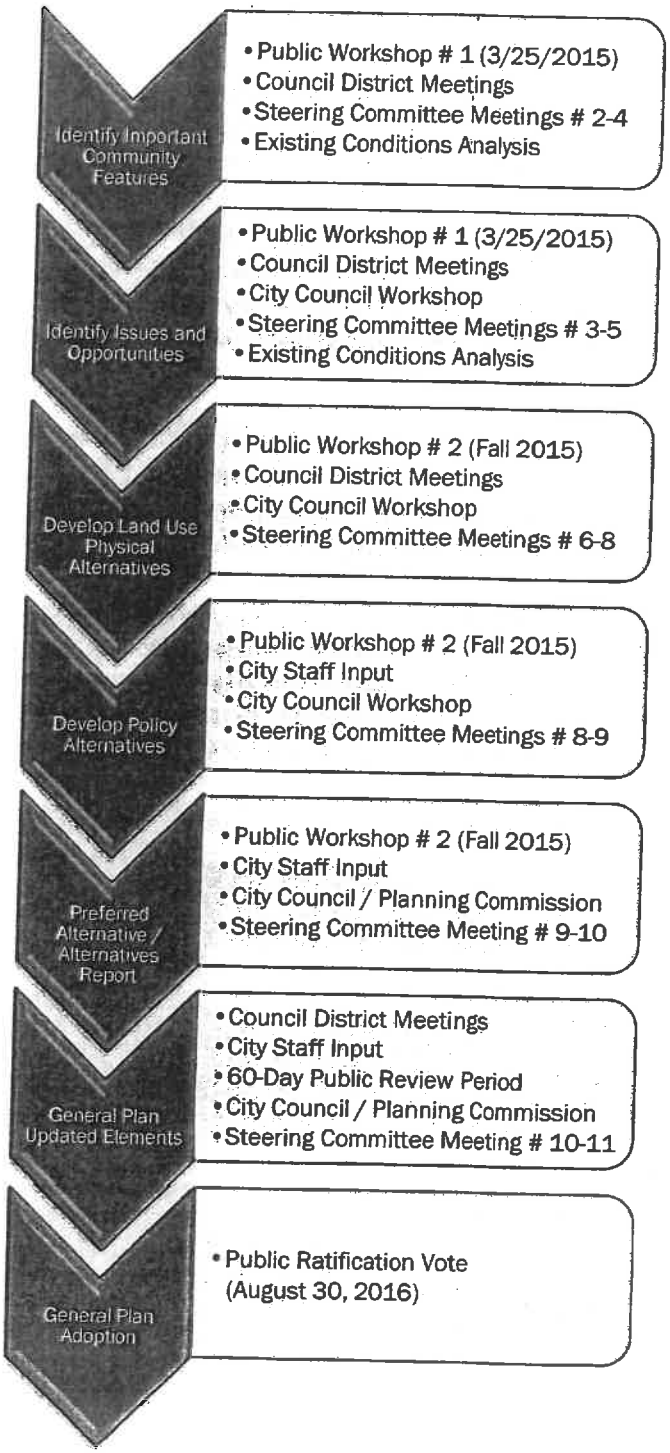
The Glendale General Plan is transitioning from data collection and understanding community issues to the development and assessment of land use and policy alternatives. This fact sheet provides an introduction to the on-going alternatives development.

In many general plan updates, alternatives are often broad, overarching options. Should the community focus on infill or expansion? Should the community grow north, south, or both? How many people will we house and how? Alternatives are packages of choices framing overall growth direction. Since much of Glendale is already built out, the alternatives process is a more focused approach, looking at small adjustments that sustain an already desirable community form.

Alternative development for Glendale is a two-step process: physical changes and policy changes. This is illustrated below and described on the next page.



Alternatives that will be presented at the second public workshop are being developed based on the ideas and concepts provided by the public (during the first public workshop, council district meetings, and City Council/City staff input) and with the guidance of the General Plan Steering Committee—a citizen committee established by the City to assist in the Glendale General Plan development. The chart below illustrates the alternatives development process for the General Plan.

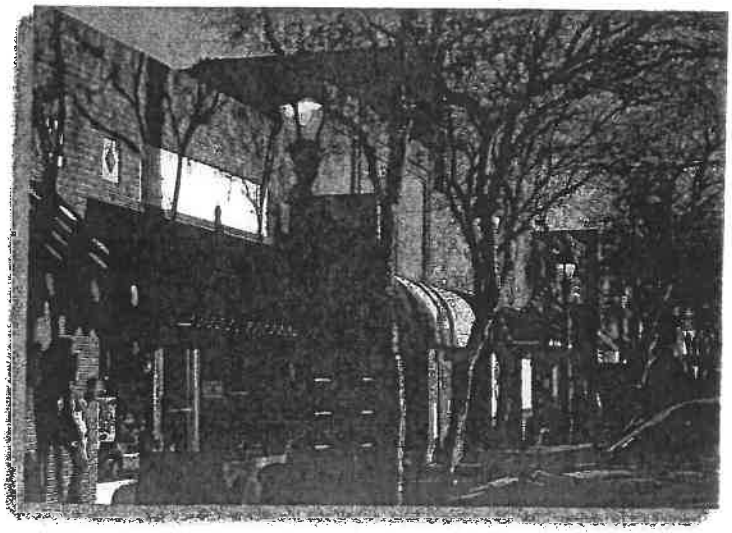


Step 1: Physical Changes

This alternative process phase started with City staff and the Consulting Team working together, identifying locations that could be reviewed as part of the General Plan. This included a review of existing plans, such as the City's previous General Plan, Parks and Recreation Master Plan, Glendale Transportation Plan, and Capital Improvements Plans. Additional input on locations that should be evaluated was sought from the community, the Steering Committee, Planning Commission, and the City Council.

As the General Plan is a broad, overarching plan, the intent was to focus in and concentrate on locations with potential to accommodate change in land use type or intensity or areas in need of new development and improvements. For land use, most neighborhood areas were noted as "preserve and enhance," indicating changes will not be proposed relative to the existing General Plan Land Use Map. While land use designations in these areas are not likey to change, vacant lots in these areas will potentially develop, property enhancements will occur, and community improvements will move forward.

Locations identified as areas of potential change (land use or new development) were refined and one or more alternatives were developed for each location. There are currently four areas that are being looked at for developing physical alternatives. These are: City Center and Downtown, Sports and Entertainment District (including Westgate), the area between Loop 101 and Luke AFB, and the area west of Luke AFB (including the Loop 303 corridor). The Loop 303 corridor and surrounding area allows for the greatest flexibility in alternatives due to the largely undeveloped nature. The City has been working with the Steering Committee to start the initial phases of alternatives development, and alternative options will be presented at the second public workshop.



Step 2: Policy Changes

As part of the General Plan, City staff (working with the Consulting Team) is conducting a comprehensive evaluation of existing goals, policies, and implementation programs that make up the current Glendale General Plan. This evaluation will be used when reviewing alternatives and General Plan policies as part of Step 2 in Fall, 2015. Existing policy will be reviewed using the following criteria.

- ***Execution.*** Was the intent met or implemented?
- ***Clarity.*** Does it provide clear direction to staff, decision makers, and other users?
- ***Progress.*** Was this monitored or capable of being monitored.
- ***Outcome.*** Did this have the desired results?
- ***Current.*** Does this adequately address current vision, issues, opportunities, or City direction?

Step 2 will also review the addition of new policy language that may be needed to:

- address notable policy gaps (missing policies) that have been identified over time in the existing General Plan
- address other new policy areas identified thru the public process
- add policy topics to respond to changes in State law, like policies on water use, neighborhood revitalization, and complete streets
- address items described in new state-mandated General Plan elements, including Energy

As part of the General Plan Update's project scope, new policy considerations noted by the City included:

- Cultural / historic resource distinction
- Sports and entertainment master plan
- Neighborhood preservation
- Downtown Glendale / Centerline
- Healthy cities initiatives
- Alternative transportation / connectivity plan

New policy initiatives will be evaluated against goals included in the City's existing General Plan.

- Consistency with Maricopa Association of Governments (MAG) efforts
- Nightlife public safety assessment
- Glendale Municipal Airport / Luke Air Force Base compatibility
- Traffic congestion relief
- Public transportation issues

For Additional Information Contact:

Jon Froke, AICP
Planning Director
Planning Division
623-930-2585
jfroke@glendaleaz.com

City of Glendale
5850 West Glendale Ave.
Suite 212
Glendale, AZ 85301
www.glendaleaz.com

GLENDALE

Stay Up to Date on the Glendale General Plan 2040 Update at **www.glendale2040.com**

March 26, 2015

Glendale residents have first say in General Plan update

Posted by Philip Haldiman /

Project manager Celeste Werner leads a discussion on Glendale's General Plan update. Credit: Philip Haldiman

By Philip Haldiman, Editor-in-Chief | Dealmaker

The residents of Glendale had their first opportunity to give input on the city's General Plan update, Wednesday night.

It's a road map that will guide future growth and include topics covered in the current General Plan, which range from land use and recreation to transportation.

Project manager Celeste Werner said it will also include new topics required by Arizona law and local needs, like energy and neighborhood preservation.

"We want to now know the good things and the challenges from residents," Werner said.

She told a group of about 20 residents that a key focus will be growth areas, including Arrowhead Ranch, downtown, Loop 101/Westgate-area, Glendale Airpark, Loop 303 corridor, and unincorporated county areas.

Glendale is about 90 square-miles, with about 40 percent undeveloped, she said.

Future developments could include the extension of the light rail from Phoenix into Glendale's city limits.

Werner said the city has a growing sustainable population with 1,800 new housing units projected by 2040, citing statistics from Maricopa Association of Governments.

Planning Director Jon Froke told *Dealmaker* that Glendale staff believes this figure to be low.

About 40 percent of the city is residential housing, with 3.2 percent of the land area being multi-family, Werner said.

"The General Plan provides a snapshot in time. Granted, some things will change, but it will give us a good baseline," Werner said. "It will allow us to determine things like where you want your commercial and how much housing you want."

The General Plan process includes two more public workshops and six council district neighborhood meetings, which are scheduled to start in May.

Froke said Glendale's current general plan was approved by voters in 2002, with the update expected to be ratified by August 2016.

Polling

Residents were asked to provide at least three specific issues and three opportunities that should be addressed in Glendale's General Plan. These were not made available, but city officials polled residents in attendance on a number of General Plan topics. Here are some results.

- About 60 percent said they'd use light rail if it came to the city.
- The majority wants to see future growth.
- Regarding the type of development residents want to see, there was no obvious choice. However, many preferred mixed-use projects and open space.
- Points of pride: their neighborhoods and downtown.
- Points of improvement: jobs and downtown.

ENVISION GLENDALE 2040

Fact Sheet #1: General Plan Update

What is a General Plan?

Every city and county in Arizona is required by state law to prepare and maintain a planning document called a general plan. A general plan is designed to serve as the jurisdiction's "constitution" or "blueprint" for future decisions concerning land use and resource conservation. All specific plans, subdivisions, public works projects, and zoning decisions must be consistent with the City's General Plan.

General Plan Update

The City of Glendale's General Plan Update will serve several purposes:

- Provide the public opportunities for meaningful participation in the planning and decision-making process
- Provide a description of current conditions and trends shaping the City of Glendale
- Identify planning issues, opportunities, and challenges that should be addressed in the general plan
- Explore land use and policy alternatives
- Ensure that the general plan is current, internally consistent, and easy to use
- Provide guidance in the planning and evaluation of future land and resource decisions
- Provide a vision and framework for the future of the City of Glendale

A general plan typically has three defining features:

General. As the name implies, a general plan provides general guidance that will be used to direct future land use and resource decisions.

Comprehensive. A general plan covers a wide range of social, economic, infrastructure, and natural resource factors. These include land use, housing, circulation, utilities, public services, recreation, agriculture, biological resources, and many other topics.

Long-Range. General plans provide guidance on reaching a future envisioned 20 or more years in the future. To reach this envisioned future, the General Plan will include policies and actions that address both immediate and long-term needs.

Who Will Guide the General Plan Development?

City Council / Planning Commission

The City Council and Planning Commission will be involved throughout the update process. Several presentations will be made to these elected and appointed officials at public hearings and workshops to gain insight and direction.

Steering Committee

To help in the development of the General Plan Update, the City created an advisory working group – the Steering Committee. The Steering Committee is made up of individuals selected from the community and is designed to provide additional community input to City staff and the General Plan consulting team during the development of the General Plan. The Steering Committee typically meets every two months.

Public Participation

More than any other planning document, the General Plan needs to be a reflection of the collective aspirations of those who live, work, and own property in the city. There are a number of ways to get involved and stay up-to-date on the General Plan Update.

Website. From a link on the City's website, or directly at **www.glendale2040.com**, up-to-date information on the General Plan Update process can be found. This General Plan Update website contains schedules for future meetings and provides a location to download documents prepared during the project.

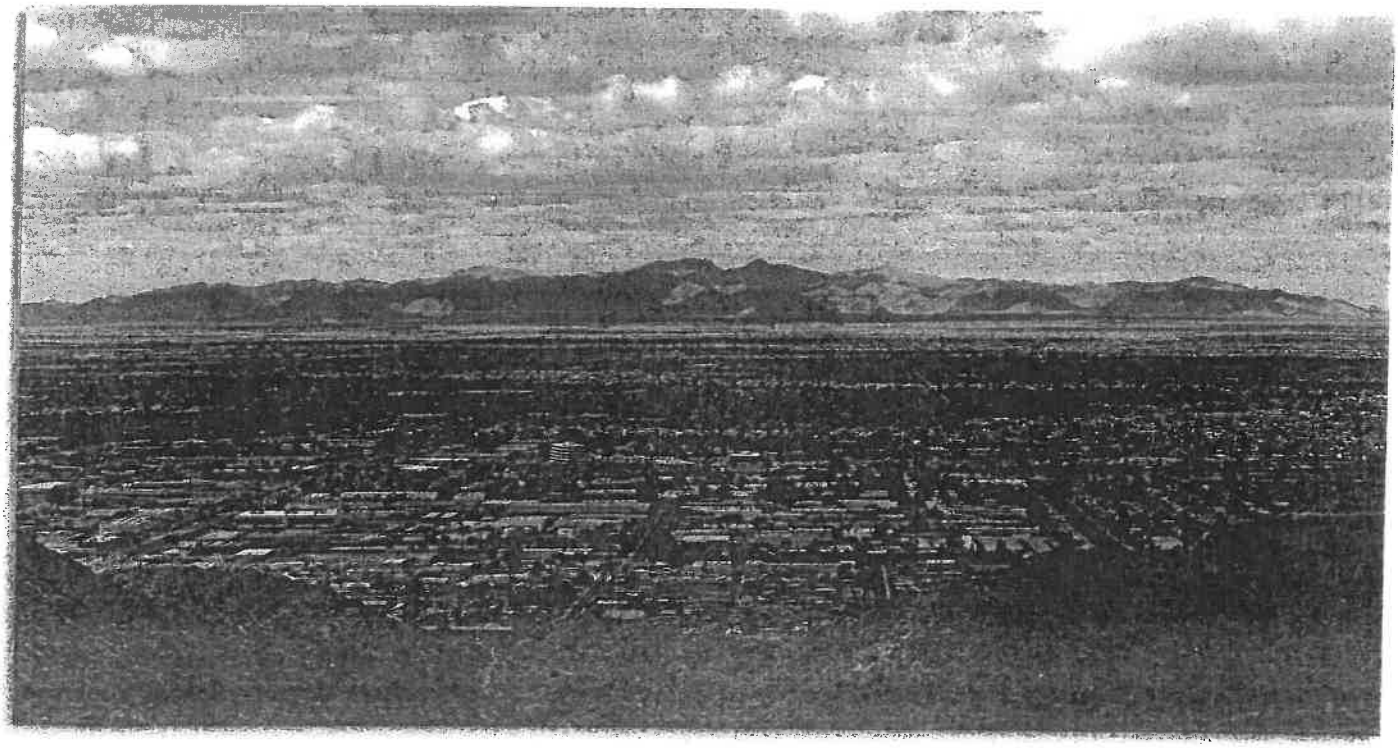
Fact Sheets. This is the first of several fact sheets that will be prepared to provide updates on the progress of the General Plan Update.

Public Workshops/ Neighborhood Meetings. There will be a minimum of three public workshops and six council district neighborhood meetings held with the community and elected officials to gain input on issues and opportunities, alternative futures, and the General Plan documents.

Public Hearings. Formal public hearings will be held with the Planning Commission and the City Council to consider the General Plan and its supporting documents. Public input at these meetings is encouraged.

Keeping Up to Date

During the General Plan Update process, the city will maintain a mailing list of individuals who want to be kept informed on the latest program events. If you would like to be added to this list, please check out the mailing list directions on the General Plan Update 2040 website – **www.glendale2040.com**.



What Will the General Plan Update Address?

The Glendale General Plan will be organized into six themes (listed below). Each theme will contain a number of topical sections called "elements".

Land Use and Development

Land Use. This element will cover land use types, distribution, and intensity; population and building density; existing specific plans; and future growth areas.

Housing. Contains goals, policies, implementation measures, and quantified objectives to facilitate the development of housing for all economic sectors.

Conservation, Rehabilitation, and Redevelopment. This element will cover redevelopment of aging infrastructure, and conservation or rehabilitation of city assets that complement a "renewed" community.

Growth Areas. Contains an inventory, analysis and potential solutions for high potential developable, accessible land that can be utilized by the city during the next 20-30 years.

Urban Design. Provides overall direction and emphasis regarding design of the city's buildings and neighborhoods, and future direction for designing Glendale's built environment which includes building setbacks, and removal of slums and blighted areas.

Historic Preservation. Provides a comprehensive look at the importance of preserving historic structures and landmarks, as well as honoring the city's heritage and culture.

Neighborhood Preservation and Revitalization. This element identifies components that make up great neighborhoods, which are the foundation of communities. This section also provides key elements needed for the preservation and revitalization of neighborhoods to maintain community character and instill a sense of pride.

Transportation

Circulation. Provides guidance on the movement of people and goods in and through the city. This includes planning for roads and highways, transit, bicyclists, pedestrians, and aviation uses.

Bicycling. Provides a comprehensive look at the importance of bicycling as an alternate mode of transportation and as a form of recreation.

Public Facilities and Services

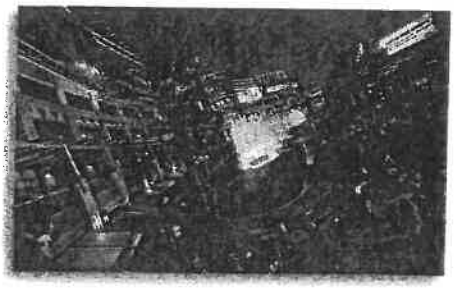
Public Services and Utilities. Provides a comprehensive look at the city's public utilities and services, including water, wastewater and sewer service, fire protection, and law enforcement.

Public Buildings. Provides an overview of the city's investments in other public buildings, including recreation facilities, police and fire stations, libraries, public schools and other city owned facilities.

Public Health and Safety. Addresses a wide range of public health and safety issues, including air quality, health services, flooding, natural and man-made hazards, noise, and emergency response / evacuation routes.

Economic Vitality

Fiscal. Looks at sustaining municipal economic growth and financing cost-effective services.



Economic Development. Provides policies/strategies for pursuing/retaining commercial and industrial uses and job creation by helping the city target locations, development types, compatible uses, business assistance, and timing/phasing.

Cost of Development. This element details fiscal responsibilities for the city, including general fund and municipal bond expenditures that ensure adequate infrastructure maintenance and improvements.

Open Space and Recreation

Open Space. Addresses the conservation, development, and use of natural resources; agricultural lands; and plans and actions for preserving open space.

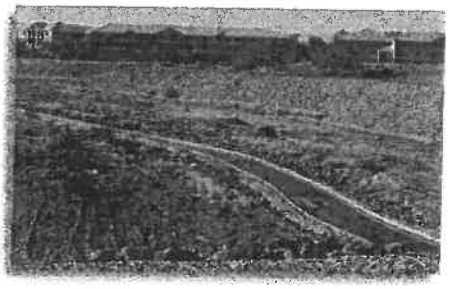
Recreation. This element will provide guidance on the recreation facilities and programs needed to meet the needs of the community.

Resource Conservation

Conservation of Resources. Will address the goals and objectives associated with the development, utilization, and conservation of natural resources such as soils, floodplains, watersheds and aggregates.

Environmental Planning. Linked to the conservation of resources, energy, safety and water resources elements, this element describes all environmental planning within the city, including air quality, water quality, and natural resource planning.

Energy. A new state required element, this section will provide information on energy utility services provided by the city, programs that encourage energy efficiency, and the promotion of renewable energy resources.



Water Resources. Addresses the use, protection, and enhancement of the water resources in the Planning Area. This element will provide guidance on the protection and maintenance of municipal water systems, facilities and associated resources.

What is the Process?

The General Plan Update process will take about two years to complete, wrapping up with a public vote in August 2016. As the General Plan is prepared, a number of other documents will be available for public review and comment. These documents are described below.

Map Atlas. This document provides a snapshot of the existing conditions and trends that are influencing the City of Glendale today. The information on existing conditions will be used to better understand the issues facing the city and to be able to develop a plan that helps the city address each issue appropriately. Each topic presented in the Map Atlas will include associated maps or visual representation to provide a quick reference and user-friendly tool.

General Plan Update. This report is the essence of the General Plan. It contains the goals and policies that will guide future development within the city. It also identifies a full set of implementation measures that will ensure the policies of the General Plan are carried out. A public draft will be available to the community to review and provide comments.

What are the Steps Involved?

The General Plan Update is made up of several steps that build on the accomplishments of the previous steps. The figure to the right illustrates project steps.

For Additional Information Contact:

Jon Froke, AICP
Planning Director
Planning Division
623-930-2585
jfroke@glendaleaz.com

City of Glendale
5850 West Glendale Ave.
Suite 212
Glendale, AZ 85301
www.glendaleaz.com

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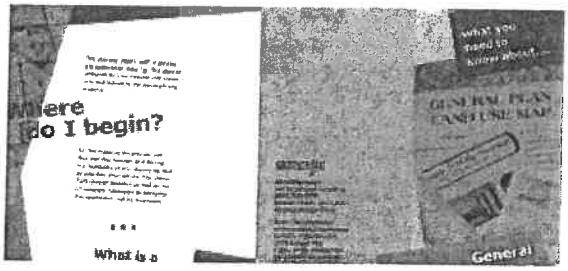
Glendale begins work on General Plan

Posted by Philip Haldiman / March 17, 2015 / No Comments



(http://roselawgroupreporter.com/wp-content/uploads/2015/03/GP-Photo.png) By Philip Haldiman, Editor-in-Chief | Dealmaker

Glendale has launched into its city-wide General Plan update.

Planning Director Jon Froke said the city begins a series of important public workshops to gain input from residents, 5:30-7:30 p.m., March 25, at the Glendale Civic Center, 5750 W. Glenn Drive.

It is the first of three public meetings, with subsequent meetings to be announced in the coming months.

"We are excited to introduce the concept of the General Plan Update to the public at the neighborhood meeting on March 25th," Froke said. "In early 2014 the City Council established the General Plan Steering Committee which is made up of approximately 30 stakeholders. The GPSC is helping guide this effort."

Glendale's General Plan update will cover the topics that are covered in the current General Plan, which range from land-use and growth areas to circulation. It will also include new topics required by Arizona law and local needs, such as energy and neighborhood preservation.

The General Plan serves as a guide to future development, land use, public service, and resource decisions. Froke said all plans, subdivisions, public works projects, and zoning decisions must be consistent with the general plan.

"We're on a good path to have it ratified by Glendale voters in August 2016," he said.

Glendale's current General Plan was approved by voters in 2002.

You might also like

GLENDALE AZ NEWS

City of Glendale
623-930-2960

5850 W. Glendale Ave., Glendale AZ 85301
www.glendaleaz.com

FOR IMMEDIATE RELEASE: March 10, 2015
CONTACT: Joe Hengemuehler, 623-930-2958, Public Information Office

FIRST OF SEVERAL PUBLIC WORKSHOPS SET FOR GLENDALE GENERAL PLAN

Opportunity for Community Input

GLENDALE, Ariz. -- Glendale residents are invited to offer input at the first of three public workshops on the Glendale 2040 General Plan. The first meeting is scheduled for Wednesday, March 25th from 5:30 p.m. to 7:30 p.m. at the Glendale Civic Center located at 5750 W. Glenn Drive.

Every city and county in Arizona is required by state law to prepare and maintain a planning document called a general plan. A general plan is designed to serve as the jurisdiction's "constitution" or "blueprint", and is the document that is used by the City Council and Planning Commission to guide future land use, public service, and resource decisions. All plans, subdivisions, public works projects, and zoning decisions must be consistent with the general plan.

As part of its Envision Glendale 2040 project, Glendale's General Plan update will cover the topics that are covered in the current General Plan (such as land use, growth areas, and circulation), as well as add some new topics required by Arizona law and local needs (such as energy and neighborhood preservation).

The March 25 workshop is the first of three public meetings. Dates for the other two meetings will be announced in the coming months.

For more information, please visit Envision Glendale 2040 or contact Jon Froke, Glendale Planning Director at 623-930-2585 or by email at jfroke@glendaleaz.com .

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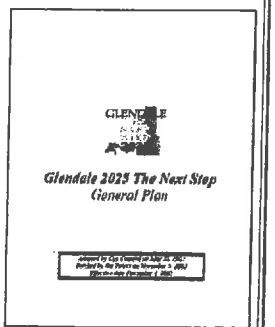
Glendale 2035
General Plan Update & Steering Committee

May 6, 2014

City Council Workshop

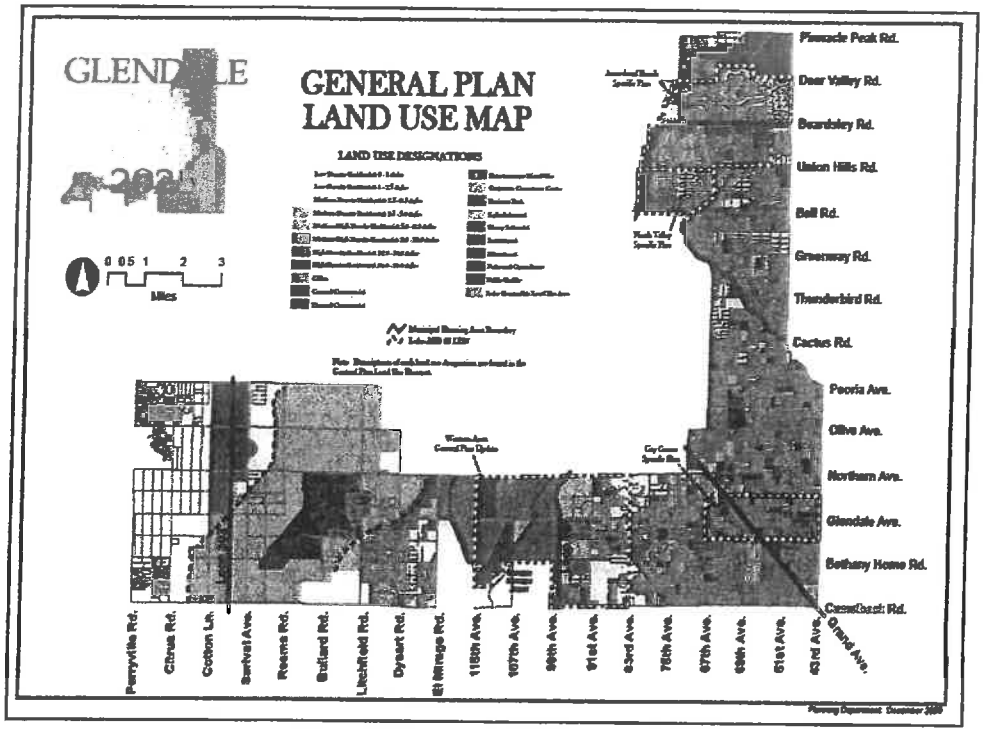
What is the General Plan?

The **General Plan** represents Glendale's vision for the future and the land use, goals, policies and programs that will guide the community in achieving this vision.



The General Plan:

- Is required by state law
- Serves as the official policy statement for the city to guide the public and private development of the community
- Guides new development and redevelopment initiatives
- Must be updated approximately every 10 years
- Many Valley cities have recently completed their General Plan updates or are in the process of doing so



General Plan Update

Staff is updating the current General Plan

- The update will reflect current conditions such as the development of employment and transportation corridors of Loop 101, Loop 303 and Northern Parkway
- Will recognize the Sports & Entertainment District
- Furthers Glendale's partnership with Luke Air Force Base

Work on the update will continue through the rest of the year, through 2015 and into 2016

Matrix Design Group has been hired to assist with this endeavor

City Council approval and voter approval will be required

General Election is planned for November 8, 2016

GLENDALE

Basic Content Requirements

5

Arizona State Law (Arizona Revised Statutes Title 9, Chapter 4, Article 6) requires 17 General Plan elements

The General Plan requires certain elements(chapters)

Some elements are elective

Overview of General Plan Update Tasks

6

Public Involvement Plan

- Develop a Citizen Participation Plan to engage the public in the Update process

Compilation of Existing Data

- Collect and compile existing plans, studies, and analysis documents from City departments and summarize via "White Papers"

Plan Elements

- Development and update to the existing General Plan elements
- Development of missing elements

Public Hearings

- Final review and hearings

Final Deliverables

- Production and delivery of General Plan Update and maps

Who is Guiding this Effort?

7

The community of Glendale

The City Council and Planning Commission

A Steering Committee of residents was appointed by the City Council to help guide the development of the Update

The above are supported by City staff and the consultant team (Matrix Design Group) who will be providing the technical work needed to develop the Update

Public Participation

8

City Council District meetings

Public workshops and open houses

- Issues and opportunities
- Draft General Plan Update

General Plan Update website

- www.glendale2035.com
- Follow us on Facebook and Twitter

Online survey

Sign-up for eBlasts and eNewsletters about the project

News media / public service announcements

Steering Committee

9

- Over ten years ago, as part of the development of Glendale 2025, a steering committee known as the General Plan Focus Group was formed

The Focus Group assisted staff and built capacity for support of the planning endeavor

The Steering Committee that was formed this year through City Ordinance No. 2872 (dated January 14, 2014) will assist with the development of Glendale 2035 and will provide guidance to staff and to Matrix

Steering Committee (cont.)

10

- In accordance with current practices, recruitment was processed by the Government Services Committee (GSC)

Additional members consisting of business and community leaders selected by staff were recommended to GSC and Council for appointment

On May 7, 2014 the initial meeting of the Steering Committee will take place and we are all excited to continue to work on the Update

Steering Committee (cont.)

11

The Steering Committee will assist with the development of Glendale 2035 and will provide guidance to staff and Matrix Design Group by:

- Providing insight on issues and opportunities
- Reviewing documents and providing comments
- Provide a "sounding board" for ideas and alternatives
- Assist in developing a plan that reflects local needs

The Steering Committee is an advisory body that provides recommendations to the Planning Commission and City Council

The Planning Commission will be heavily engaged in the Update as well

Project Schedule

12

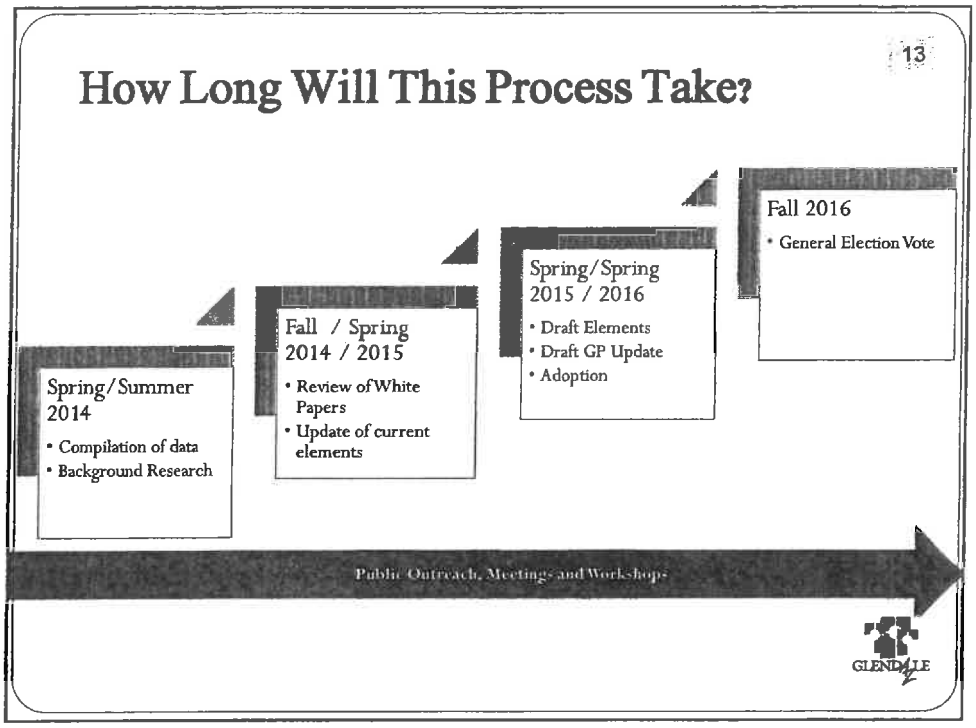
The General Plan Update process began in the spring of 2014 and will continue through the year 2016

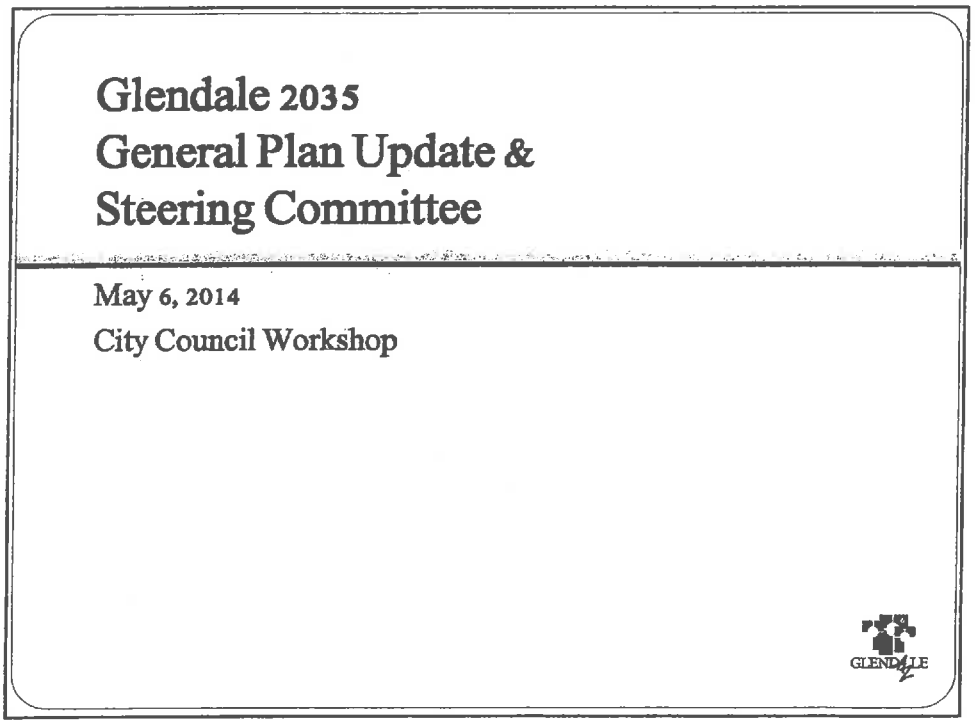
Public involvement and engagement will be a critical element to the Update throughout the process

Approval of General Plan Update

per Arizona Revised Statutes Title 9, Chapter 4, Article 6

- Public Draft Review
  - 60 day public review
- City Council approval
  - 2 public hearings required, held in different locations in the City
- Voter approval is required
  - General Election is planned for November 8, 2016


13
How Long Will This Process Take?
Spring/Summer 2014
• Compilation of data
• Background Research
Fall / Spring 2014 / 2015
• Review of White Papers
• Update of current elements
Spring/Spring 2015 / 2016
• Draft Elements
• Draft GP Update
• Adoption
Fall 2016
• General Election Vote
Public Outreach, Meetings and Workshops
GLENDALE


Glendale 2035
General Plan Update &
Steering Committee
May 6, 2014
City Council Workshop
GLENDALE

GLENDALE AZ NEWS

City of Glendale
623-930-2960

5850 W. Glendale Ave., Glendale AZ 85301
www.glendaleaz.com

FOR IMMEDIATE RELEASE: January 3, 2014
CONTACT: Marcheta Strunk, 623-930-2822, Public Information Office

GLENDALE RINGS IN THE NEW YEAR WITH UPCOMING PROJECTS AND ACCOMPLISHMENTS

GLENDALE, Ariz. – As the New Year kicks off, the city of Glendale is highlighting successful accomplishments of 2013 and focusing on significant upcoming projects for 2014.

A glance back at notable projects completed in 2013:

Increase in Company Ventures – In 2013, Empereon-Constar, Arrowhead Cadillac, Terminix, Oreganos, Performance Steel and Hensley Beverage moved or expanded its business into Glendale, creating the need to fill hundreds of jobs. As a result, the city of Glendale kicked off its first-ever, multi-employer job fair in December, drawing more than 700 attendees interested in applying for more than 1,500 new jobs coming available in the city of Glendale. The event featured 10 Glendale employers including Dignity Health, Terminix, Empereon-Constar, CSAA/AAA Insurance and the Glendale Police Department.

Transportation – The first phase of Northern Parkway, between Sarival Avenue and Dysart Road, was completed and a dedication ceremony was held in December. This phase of the project includes a four-lane roadway consisting of eastbound and westbound auxiliary lanes and two outside travel lanes, which will be part of the final six-lane Northern Parkway. In addition, bridge structures at the 143rd and Sarival avenues railroad crossings; new curb, gutter and street lighting at the on/off ramps and intersecting cross streets; and new traffic signals at Sarival Avenue, Reems Road and Litchfield Road were completed.

Gallery Glendale at Westgate Launches – Gallery Glendale at Westgate saw more than 12,000 visitors since opening in May 2013. Westgate Entertainment District and the city of Glendale entered into a yearlong partnership to bring a free community art gallery, along with events and art, fitness and recreational classes and programs, to Glendale residents and Westgate patrons. iStar Financial, owners of Westgate, provided the city a 3,050-square-foot retail space next to Cold Stone Creamery, at no cost, that is valued at more than $100,000 annually.

– MORE –

Glendale 2013 By the Numbers:

- Glendale's Passport to Science from February to March drew 10,000 people in its inaugural year as part of the statewide Arizona SciTech Festival
- New locations by companies assisted by Economic Development added 1,491 new jobs to the community
- A 3% increase to 2.6 million rides on Glendale's transit system
- 6,756 cases handled by Code Compliance with 75% resolved within 30 days
- Almost 900,000 linear feet of striping applied to roadways, and 12.5 miles of arterial crosswalks striped
- 2,878 incidents covered by the Glendale Fire Department's Crisis Response Team
- 11,594 hours of service donated by Glendale Police Department volunteers
- 127,303 calls for service by Glendale Police Department
- Hotel occupancy in Glendale increased by 8.8 percent
- Glendale Visitor Center assisted 9,726 walk-in visitors from 46 countries, along with 16,761 information requests and 5,913 visitor phone calls
- 694,680 visitors walked through the Glendale libraries' doors
- 4,401 students engaged in recreational special interest classes
- 34,128 people attended the two aquatics centers for recreational swimming
- Provided 1,957 swim lessons during the summer months
- The City Court processed and completed 41,040 cases
- 6,383 new permits issued by the Community and Economic Development Department.
- The Conservation & Sustainable Living program distributed 10,000 CFL bulbs and 2,500 programmable thermostats at their educational classes
- The Materials Recovery Facility recycled 30 million pounds of materials, generating $1.5 million in revenue
- The Office of Special Events produced 12 festival days, drawing more than 300,000 people to the city and the downtown area

The Community Gives Back – The Glendale Convention & Visitors Bureau organized multiple charity events in 2013, which helped make an impact in the community. The Teddy Bear Day event resulted in the collection of 796 bears for the Glendale Fire Teddy Bear Trauma Program. More than 300 books were collected for Glendale libraries at the annual Downtown Glendale Mother's Day Event. The Glendale CVB also teamed up with the Coyotes and collected 3,000 pairs of shoes for Soles for Souls. The Stockings for Soldiers Drive, in partnership with the Military Family Support Group, resulted in 350 boxes of needed personal supplies sent to deployed military. And it wasn't just about people; dogs gained special support at the Dog Days of Summer event where several dogs were adopted, people donated boxes of supplies and approximately 100 dogs were immunized or micro-chipped.

What's ahead in 2014? A look at significant projects:

Preparing for Super Bowl – The city is already making preparations to host the Super Bowl in 2015. Being recognized as one of the biggest games in the world, this event put the city on the map in 2008 and was recognized as one of the most successful Super Bowls in history. The collaborated effort among multiple departments in the city is underway with a priority to host a safe, enjoyable event for the thousands of visitors and residents who partake in the Super Bowl and related activities. In addition, staff is creating new initiatives and programs that will engage the community and local businesses.

Doing Business with Glendale – Several new businesses are joining the city in 2014, bringing in new jobs and filling valuable space. St. Joseph's Westgate Medical Center broke ground on its new 35-acre Glendale medical campus in January 2013, and will be opening Glendale's third hospital and investing more than $44 million for the new 24-bed location in 2014. Other new businesses coming online include Empereon-Constar, Barron Lighting, ZyTech Building Systems and Sprouts. In addition, Midwestern University will debut its new veterinary school at their 143-acre campus.

Arrival of the F-35A at Luke Air Force Base – Luke AFB will have more F-35A's assigned to its base in Glendale than any other installation in the Air Force with six squadrons totaling 144 jets when the base fully transitions to an F-35A training center over the next several years. The Air Force plans to phase out and eventually replace its aging fleet of F-16s with the new, more technology advanced F-35A. The first three F-35A squadrons are scheduled to begin arriving at Luke AFB in 2014. Air Force executives have projected a $265 million, seven-year construction program at the base specifically to accommodate the F-35 pilot-training program, which will serve as the permanent training base for the single-engine stealth jets.

– MORE –

Increases in Sustainability and Conservation Efforts – A new sustainable project will come online for Glendale in 2014 at the city's landfill. In 2012, the city made an agreement with Vieste SPE, LLC for the company to build a recycling facility that, in the first phase, will process up to 180,000 tons of solid waste each year going into the landfill and divert it to be recycled. This project will extend the life of the landfill and bring in additional revenue, at no cost to the city. The facility, which broke ground in July 2013, will create about 50 jobs and is expected to be complete in March of 2014. The second phase of the project will take the solid waste and convert it to energy.

Along with this new venture, the Glendale Conservation and Sustainable Living Office provides programs to inform and educate residents, businesses and neighborhood communities about good environmental practices. Youth and adult programs will continue to be offered on a variety of topics including energy efficiency, indoor and outdoor water conservation, recycling and storm water pollution prevention.

The General Plan Update – Glendale will be updating its General Plan in 2014. The plan provides guidance to citizens regarding the development of the community, while giving property owners and developers a clear roadmap for planning in the future. The Plan is a guide to city management, city departments, the Planning Commission and City Council with specific regard to the City's Capital Improvement Program and the annual city budget. It provides a look at citizen preferences, a statement of city policy, a guide to public and private decision-making, a blueprint to improve residents' quality of life and a long-term perspective. The first phase will include developing a citizen steering committee.

###

WITHEY MORRIS PLC
ATTORNEYS AT LAW

PHONE: 602-230-0600
FAX: 602-212-1787
2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

April 3, 2016

Jon Froke
Planning Director
City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301

Re: Envision Glendale 2040 / General Plan Update

Dear Jon:

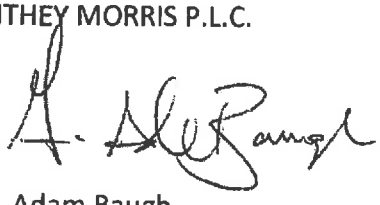
Thank you for meeting with me to review the City of Glendale's recent General Plan Update. I know what an endeavor it requires to undertake and complete a comprehensive review and General Plan update. We reviewed the proposed draft "Envision Glendale 2040", particularly as it relates to land use issues and planning. I am grateful to share our thoughts during the public comment period.

We have seen a variety of General Plan documents across multiple jurisdictions in Arizona. It is always a challenge to abide by long-standing planning principles while acknowledging evolving land use trends and city needs. Envision Glendale 2040 uniquely balances these competing factors. Envision Glendale 2040 provides clear guidance in the planning and evaluation of future land decisions. I am confident it will prove to be a helpful resource for the future of Glendale as well as land use professionals in our industry.

We wish you the best of luck in this effort and endeavor.

Very truly yours,

WITHEY MORRIS P.L.C.

By 
Adam Baugh

File #: 16-171, **Version:** 1

ORDINANCE 2987: AUTHORIZATION TO ENTER INTO LEASE AGREEMENT WITH KELMAR CONSULTING LTD, DOING BUSINESS AS KELMAR AVIATION, FOR SUITE 203 AT GLENDALE MUNICIPAL AIRPORT
Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager to enter into a Lease Agreement with Kelmar Consulting LTD, doing business Kelmar Aviation, for the lease of Suite 203 for a total of 226 square feet in the terminal building at the Glendale Municipal Airport (GMA).

Background

Kelmar Aviation is an aircraft broker and aircraft sales firm. Their business has increased over the past several years, and they wish to conduct business at the GMA. Kelmar Aviation intends to have office space and Light Sport Aircraft (LSA) at the GMA, which will likely lead to tie-down or hangar rentals, aviation fuel purchases, pre-buy inspections, ferry services, and check rides.

Analysis

The Aviation Advisory Commission (AAC) approved a recommendation at the meeting of March 10, 2016, for the city to enter into a Lease Agreement with Kelmar Aviation for Suite 203 of 226 square feet in the amount of $3,460.44 per year ($288.37 per month) and a pro-rated share of utilities. Staff and the AAC recommend removing the 2.5% payment of gross sales standard in the contract template, as no other local general aviation airports have this charge.

Previous Related Council Action

On November 10, 2015, the City Council approved the new rates and charges that included variable and negotiable lease rates.

On January 25, 2011, the City Council approved Ordinance 2761 approving a Master Airport Terminal Office Lease Agreement.

Community Benefit/Public Involvement

The Glendale Municipal Airport plays an important role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. Kelmar Aviation provides aircraft brokerage services and will provide increased business at the airport. The rental of the office suite will provide additional revenues and will increase the potential self-sustainability of

the Airport, enabling staff to better maintain and operate the public facility.

Budget and Financial Impacts

The yearly revenue will be $3,460.44.

powered by Legistar™

ORDINANCE NO. 2987 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AIRPORT TERMINAL LEASE AGREEMENT WITH KELMAR CONSULTING LTD DBA KELMAR AVIATION FOR CERTAIN OFFICE SPACE IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City is the owner of the Glendale Municipal Airport and the Terminal Building located thereon; and

WHEREAS, the City desires to lease to Kelmar Consulting LTD dba Kelmar Aviation ("Kelmar Aviation") for certain office space at the Glendale Municipal Airport Terminal Building.

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

SECTION 1. That the City has determined that certain office space (Suite 203) at the Glendale Municipal Airport Terminal Building shall be leased to Kelmar Aviation.

SECTION 2. That the City Manager and City Clerk be authorized and directed to execute an Airport Terminal Lease Agreement with Kelmar Aviation for office space at the Glendale Municipal Airport Terminal Building, on behalf of the City of Glendale. A copy of said agreement is 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 , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager
l_airport_kelmar.doc

WHEN RECORDED, RETURN TO: C-_____
City of Glendale
City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301

LEASE AGREEMENT
Airport Terminal Office

This Lease Agreement ("Lease") is executed to be effective the ____ day of _____, 20_____, between the City of Glendale, an Arizona municipal corporation ("City"), and Kelmar Consulting LTD dba Kelmar Aviation ("Lessee").

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Boulevard ("Airport");

WHEREAS, Lessee desires to lease certain office space ("Property") in the Airport terminal on which to occupy and operate aviation related operations, such property being more particularly described below and in Exhibit A attached hereto; and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS

A. The City hereby leases to Lessee the Property, described as Suite 203, located in the Glendale Municipal Airport Terminal Building, consisting of 226 square feet and as set out in Exhibit A.

B. The City leases the Property to Lessee and grants to Lessee the following privileges, uses and rights:

1) The general use of all public facilities and improvements which are now or may hereafter be constructed at the Airport related to the Property, including corridors, lavatories and designated parking areas.

2) The right of ingress and egress from the Property over and across designated Airport property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.

C. Lessee shall not use the Property for any purposes other than those specified above. Any new or additional uses require the prior written approval of the City. All rights granted to Lessee under this Lease are non-exclusive.

D. Lessee shall not engage in any activities on the Airport that interfere with the use of the Airport and facilities for airport purposes.

E. Lessee is prohibited from developing residential living quarters on the Property. Any identified residential living quarters on the Property may be declared an event of default and subjects this Lease or any sublease to being declared null and void.

2. TERM

A. The original term of this Lease shall be for a period of 1 (one) year (not to exceed five years) commencing on May, 2016 and expiring on April 30, 2017, unless sooner terminated pursuant to the provisions contained herein.

B. The City grants to Lessee an option to renew this Lease for five successive one year periods, subject to the same terms and conditions as are contained in this Lease, provided that Lessee is not in default of any of its obligations under this Lease at the time of renewal. Lessee may exercise the option by delivering to the Airport Manager written notice of its intention to do so at least sixty (60) days prior to the expiration of the original term of this Lease or any renewal thereof together with proof of insurance as required by this Lease.

3. RENT

A. From the effective date of this Lease, Lessee's annual rent will be $3,460.44. The monthly rental installment will be $288.37.

B. Lessee shall pay rent due on a monthly basis, divided into twelve equal installments, due on the first day of each month. Payments should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.

C. The Lease rate will increase under the Consumer Price Index (CPI) annually based upon the anniversary month of the execution of this Lease and be calculated and implemented as follows: subtract the published CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the previous year from the CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the then current year; divide the result by the previous year CPI; then multiply the resulting factor by the current rental rate to determine the amount of increase; add the amount of increase to the then current rate to establish the rate that will become effective the 1st of the second month following the anniversary month. Rate increases under this paragraph do not require notice to the Lessee and will become effective by operation of this Lease without further action.

D. If the City establishes a market-based annual rental increase in any particular year, then either the CPI above or the market study increase will apply for that year, whichever is greater.

E. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for payment of a late fee in the amount of $50.00, due by the fifteenth day of the month. Any amounts paid later than fifteen days after the due date shall also bear interest on the unpaid principal balance at the rate of 18% annually from the due date until payment in full is made.

F. Any other fees or charges outlined in this Lease are in addition to the rent required under this paragraph.

4. TIE-DOWN FEES

Any tie-down space desired by Lessee during the term of this Lease is subject to the availability, standard terms and conditions, and the then currently authorized rates for tie-down space.

5. INSTRUCTION, RENTAL AND CHARTER FEES

Lessee shall pay City the then currently authorized fees for aircraft users or aircraft located at the Airport and used by Lessee for flight instruction, aircraft rental or aircraft charters.

6. AVIONICS SALES, MAINTENANCE AND REPAIR SERVICES

Lessee shall pay City 2½% of Lessee's gross sales on avionics, maintenance and repair services at the airport.

7. INTENTIONALLY OMITTED.

8. DEPOSITS

Upon execution of this Lease, Lessee will deposit with City a refundable damage deposit equal to the amount of one month's rent in the amount of $288.37. A nonrefundable cleaning deposit for general cleaning, carpet shampooing, minor repairs and touchup will be required at the same time in the amount of $113.00. Deposits will be maintained by the City in non-interest bearing accounts.

9. UTILITIES

In addition to monthly rent, Lessee shall pay City a pro-rata share for utility services provided by the City based upon square feet of leased space. Utilities include water, wastewater, electricity and natural gas. Payment for utilities is due the first day of the month and should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.

10. IMPROVEMENTS

A. Lessee is not authorized to make improvements or modifications to Airport property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City; and upon completion of the construction, Lessee shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications must be constructed in a good, workmanlike manner by licensed contractors. All improvements or modifications made to Airport property become the property of the City, at no cost to the City, upon termination of Lessee's interest under this Lease.

B. The City may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee interfere with any F.A.A. navigational aid, Lessee is responsible for removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner by licensed contractors.

11. ACCEPTANCE; MAINTENANCE; REPAIRS

A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the F.A.A. and by ordinances of the City, and Lessee acknowledges the suitableness and sufficiency of the Property for the uses permitted hereunder.

B. City will maintain the structural integrity, basic utility accessibility and other major items of maintenance as to preserve the value of the Property; however, Lessee is responsible for all other maintenance or repairs as stated herein. Lessee shall maintain the property and keep it at all times in a safe and serviceable condition and in accordance with the minimum standards for maintenance and operation required by applicable Federal, state and local agencies, including but not limited to the United States Department of Transportation ("DOT") and the United States Federal Aviation Administration ("FAA").

C. The City reserves the right, but is not obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee concerning those activities.

D. Lessee is solely responsible, at its cost, to make repairs for any damage caused by Lessee, or its agents, employees, or invitees to the Property. Lessee shall maintain the Property and keep it at all times, in a clean and orderly condition and appearance, including any personal property or fixtures of the Lessee. Lessee is responsible for regular and routine janitorial services on the Property.

E. If Lessee fails to repair or maintain the Property to the satisfaction of the City, within a period of twenty days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without the entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and maintain or repair, any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof are payable to the City by Lessee on demand. However, if in the opinion of the City, Lessee's failure to perform maintenance endangers the safety of the public, the employees, the Property or other tenants at the Airport, and the City so states in notice to Lessee, the City may, in its sole discretion, elect to perform the maintenance at any time after the giving of notice, and Lessee, upon demand, shall pay the City for all work done. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting therefrom except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations unless stated otherwise herein.

12. ADDITIONAL OBLIGATIONS OF LESSEE

A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder and provide the City with the manager's name and contact information within 48 hours of the manager's appointment. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Manager, Lessee will provide, and its employees shall wear or carry, badges or other suitable means of identification.

B. Lessee will conduct its operations in an orderly and proper manner so as to not unreasonably annoy, disturb, endanger or be offensive to others. Lessee shall not produce on the Airport any disturbance that interferes with the operation by the City or the F.A.A. of air navigational, communication or flight equipment on the Airport.

C. Lessee is responsible for controlling the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

D. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and use a system of refuse disposal approved by the City.

E. Lessee will not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.

F. Lessee will not, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.

G. Lessee will take measures to ensure security of the Property and implement any additional security measures as requested in writing by the Airport Manager. All security costs are borne by Lessee.

H. Lessee shall provide prompt, written notice to the City of any person or entity performing flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the City.

13. INGRESS AND EGRESS

The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Property.

14. ASSIGNMENT AND SUB-LETTING

A. Lessee will not assign or sub-lease any of its interest under this Lease, nor permit any other person to occupy the Property, without the prior written consent of the City. City will not unreasonably withhold consent so long as Lessee presents compelling reasons to City for the assignment or sublease. As a condition of approval, Lessee shall submit biographical and financial information of the proposed assignee or sub-lessee as well as the potential terms of the sub-lease at least thirty days prior to any anticipated transfer of Lessee's interest. The terms of this Lease will be considered as incorporated into any sub-lease.

B. Lessee may not mortgage, encumber or assign any portion of its right, title and interest in this Lease to lenders for any purpose.

C. With an approved sub-lease, Lessee shall pay the City 2% of any increment of rent paid to Lessee by the sub-lessee that is greater than the amount of rent then currently paid by the Lessee to City (sub-lease surcharge). The sub-lease surcharge payment shall be made concurrently with the rental payment required under this Lease.

15. ADVERTISING SIGNS

Lessee may install signage on the Property identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Manager prior to installation. Any use of the City's advertising board is subject to the then current terms, conditions and rates for use. Any sign installation outside the terminal building or elsewhere on the Airport must comply with this paragraph as well as with applicable City zoning code requirements.

16. DEFAULT; TERMINATION BY CITY

A. The City may terminate this Lease by giving Lessee thirty days written notice after any of the following events:

1) The failure of Lessee to perform any of its obligations under this Lease, if Lessee fails to cure its default within the thirty day notice period; or

2) The taking of possession for a period of ten days or more of substantially all of the personal property used on the Property belonging to Lessee by or under 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.

B. The City may place Lessee in default of this Lease by giving Lessee thirty days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During the thirty day notice period, Lessee shall cure any default; otherwise, the City may elect to terminate this Lease or do any of the following:

1) Institute action(s) to enforce this Lease;

2) Take possession of the Property, and without terminating this Lease, and on behalf of Lessee, re-let the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;

3) Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of

repossession and re-letting and brokerage commissions for services performed by or for the City;

4) Exercise the "Remedies of Landlord" as set forth in *Arizona Revised Statutes*, Title 33; or

5) Exercise any other remedy allowed by law or equity.

C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City may, upon written notice to Lessee, immediately terminate this Lease or secure the required insurance at Lessee's expense.

D. Upon the termination of this Lease for any reason, all rights of Lessee will terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.

E. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder does not constitute a waiver of default nor of any subsequent default by Lessee. Lessee and City agree that acceptance of rent and other fees by the City under this Lease for any period after a default by Lessee of any of its obligations will not be considered a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

17. TERMINATION BY LESSEE

Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty days written notice after any of the following events:

A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty consecutive days.

B. The inability of Lessee to use any substantial portion of the Property for a period of thirty consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, local or airport emergencies or Acts of God or the public enemy.

C. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

18. INDEMNIFICATION

Lessee shall defend, indemnify and hold harmless the City, including its elected or appointed officials, agents, boards, commissions and employees, from all loss, damages or claims of whatever nature, including attorneys' fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee, including its agents,

employees and invitees in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee may compromise and defend the same to the extent of its own interest. The City may, but has no duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

19. INSURANCE

Lessee shall procure, and at all times, maintain the following types and amounts of insurance for its operations on the Property:

A. Commercial general liability including broad form contractual, personal injury, premises, completed operations and fire legal liability in the amount of not less than $2,000,000 per occurrence; hangarkeeper's liability if storing aircraft in the amount of not less than $2,000,000 per occurrence; and aircraft flight operations liability coverage in an amount of not less than $1,000,000 aggregate with a sub-seat limit of not less than $100,000 if providing flight operations, sales or schools.

B. Automobile liability insurance for all owned, non-owned or hired vehicles in an amount of not less than $2,000,000 combined single limit per occurrence.

C. Fire and extended casualty coverage for all improvements and fixtures on Lessee's premises in an amount of not less than the full replacement value thereof, to the extent Lessee has an insurable interest in the Property.

D. Worker's compensation and employer's liability coverage in the amounts required by law.

E. Insurance shall be in a form satisfactory to and from a company acceptable to the City's Risk Manager, shall name the City as an additional insured and shall require thirty days written notice to the City before modification or termination. The insurance must also include contractual liability coverage for the obligation of indemnity assumed in this Lease. Policy issuer must possess an A.M. Best rating of at least A.

F. The City's Risk Manager may determine other requirements necessary for Lessee's operations. Insurance requirements are subject to periodic review and adjustment by City.

20. QUIET ENJOYMENT

So long as Lessee timely pays the rent required under this Lease and performs all of its other obligations under this Lease, Lessee may peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Airport. Exclusive use of the Property does not confer any exclusivity as to type of operation relative to other Airport tenants.

21. SURRENDER OF POSSESSION

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights granted under this Lease cease, and it shall surrender and leave the Property in as good condition as it was upon initial occupancy, normal wear and tear excepted. Unless otherwise stated, all trade fixtures, equipment, and other personal property installed and placed by Lessee on, but not attached to the Property, remain the property of Lessee, and Lessee may, at any time during the term of this Lease remove the fixtures, equipment or personal property and Lessee shall repair, at its sole cost, any damage caused by removal. Any property not removed by Lessee becomes part of the Property and ownership vests with the City.

22. NOTICE

A. All notices required or permitted under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY:
Glendale Municipal Airport
Attention: Airport Manager
6801 North Glen Harbor Boulevard, Suite 201
Glendale, Arizona 85307

with a copy to:
City Attorney
CITY OF GLENDALE
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301

TO LESSEE:
Mark Allen Bohstedt
Kelly Kathleen Bohstedt
P.O. Box 783
Humboldt, AZ 86329

with a copy to:
Statutory Agent:
Lynda K. Mock
8263 West Thunderbird Rd., 120
Peoria, AZ 85381

B. Any notice given by certified mail is considered received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes under this Section.

23. SEVERABILITY

If any provision of this Lease is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective if elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

24. TAXES AND LICENSES

A. Lessee shall pay any leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, the tax shall also be paid by Lessee for the period this Lease is in effect.

B. Lessee acknowledges that it may be a "prime lessee," as defined in A.R.S. § 42-6201, and that it may, or in the future, may be subject to government property lease excise tax liability under this Lease. Lessee further acknowledges that any failure by Lessee to pay taxes due under this section after notice and an opportunity to cure constitutes a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.

C. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease, all licenses and permits required for its business purpose.

D. The taxes due under this section are not a substitute for nor in lieu of any other fees or surcharges associated with sales transactions and otherwise required under this Lease.

25. LITIGATION

This Lease is governed by the laws of the State of Arizona. In the event of any litigation or arbitration between the City and Lessee arising under this Lease, the successful party is entitled to recover its attorneys' fees, expert witness fees and other costs incurred in connection with the litigation or arbitration. Both parties hereby waive any right to a jury trial and consent to a trial to the court.

26. RULES AND REGULATIONS

Lessee shall comply with all applicable federal, state, or local government agreements, laws, rules, regulations, ordinances, grant assurances, including the Americans with Disabilities Act, and with the orders of any and all governmental authorities and agencies

concerning the Airport or the Property or the use thereof, including, without limitation, orders of the DOT, the FAA, the United States Department of Homeland Security, and the EPA, including all laws, ordinances, rules, regulations and orders adopted after the effective date of this Lease. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are also hereby incorporated as terms of this Lease.

27. RIGHT OF ENTRY RESERVED

A. The City may at all reasonable times enter upon the Property for any lawful purpose if the action does not unreasonably interfere with Lessee's use, occupancy or security of the Property. The City may also enter upon the Property at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.

B. Without limiting the above, the City and any utility provider may, at their own cost, whether for their own benefit or for the benefit of others at the Airport, enter the Property at all reasonable times so long entry does not unreasonably interfere with Lessee's operation to: maintain, repair or replace existing and future utility, mechanical, electrical or other systems which, in the opinion of the City, are necessary or advisable; or construct or install over, in or under the Property systems or parts in connection with maintenance and use the Property for access to other parts of the Airport otherwise not conveniently accessible.

C. If any personal property of Lessee obstructs the access of the City or any utility company providing service to any of the existing utility, mechanical, electrical and other systems, Lessee shall move the obstruction, as directed by the City or utility company. If Lessee fails to move the obstruction after direction, the City or the utility company may move it, and Lessee shall pay the cost of moving upon demand. Lessee hereby waives any claim for damages as a result the involuntary removal except for claims for damages arising from the City's sole negligence.

28. SECURITY PLAN

City reserves the right to implement an Airport Security Plan in a form acceptable to the FAA limiting access of persons, vehicles and aircraft in and around the airside and landside of the Airport and to modify that plan from time to time as necessary to accomplish its purposes. Lessee shall at all times comply with the Security Plan or any directives of the Airport Manager under an imminent threat to security.

29. FAA REQUIREMENTS

A. The Lessee for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said Property described in this Lease for a purpose for which a U.S. DOT program or activity is extended or for another

purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

C. In the event of breach of any of the above nondiscrimination covenants, the City may terminate this Lease and reenter and repossess the Property and hold the Property as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

D. The Lessee assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to any Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the Lessee or any transferee for the longer of the following periods: (i) the period during which the Property is used by the Lessee or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Lessee or any transferee retains possession of the Property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

E. Lessee shall furnish its accommodations and/or services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and it shall charge reasonable, and not unjustly discriminatory, prices for each unit or service; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers or customers.

F. Lessee shall insert the above five provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.

G. Lessee will comply with the notification and review requirements covered in Federal Aviation Regulations ("F.A.R") Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.

H. Lessee will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R., Part 77 or amendments thereto, or that interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and remove the offending structure or object and cut the offending tree, all of which will be at the expense of Lessee.

I. Lessee will not make any use of the Property which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of the interference at the expense of Lessee.

J. This Lease is subordinate to City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport. Lessee shall do nothing in its performance of its obligations under this Lease that would cause any noncompliance with such obligations of the City. City and Lessee agree that, to the extent any provisions of this Lease are in noncompliance with such obligations, City and Lessee shall take any necessary corrective action in order to bring the Lease into compliance with such obligations.

K. There is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight includes the right to cause any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

L. Lessee understands and agrees that nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. §§ 40103(e) and 47107(a)(4).

M. The City reserves the right to further develop, improve, or otherwise change the Airport as it sees fit, regardless of the desires or views of Lessee, and Lessee shall not interfere with, or hinder the City in it plans, policies or actions for Airport development. This provision in no way precludes Lessee's right to public voice and input during meetings or solicitations calling for such comments or input.

30. SURVIVAL OF LESSEE'S OBLIGATIONS

If this Lease is terminated by the City in accordance with the provisions herein or if the City re-enters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive the termination, re-entry or resumption of possession and remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies will become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) will include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

31. REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Lease are cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence of other remedies, shall not prevent the exercise of any other remedy.

32. TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of the parties' obligations under this Lease.

33. FOREIGN PROHIBITIONS

Lessee certifies under A.R.S. §§ 35-391 *et seq.,* and 35-393 *et seq.,* that it does not have, and during the term of this Lease will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

34. CONFLICTS

This Lease is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

35. MISCELLANEOUS

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and not construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures appear on following page.]

EXECUTED to be effective on the date specified above.

"City":

CITY OF GLENDALE, an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Pam Hanna, City Clerk

APPROVED AS TO FORM:

City Attorney

"Lessee":

Printed Name: Mark Allen Bohstedt and/or Kelly Kathleen Bohstedt
Title: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 17th day of March, 20 16 by Mark Allen Bohstedt, in his/her capacity as President of Kelmar Aviation, Lessee.

Melanie N. Fuller
Notary Public

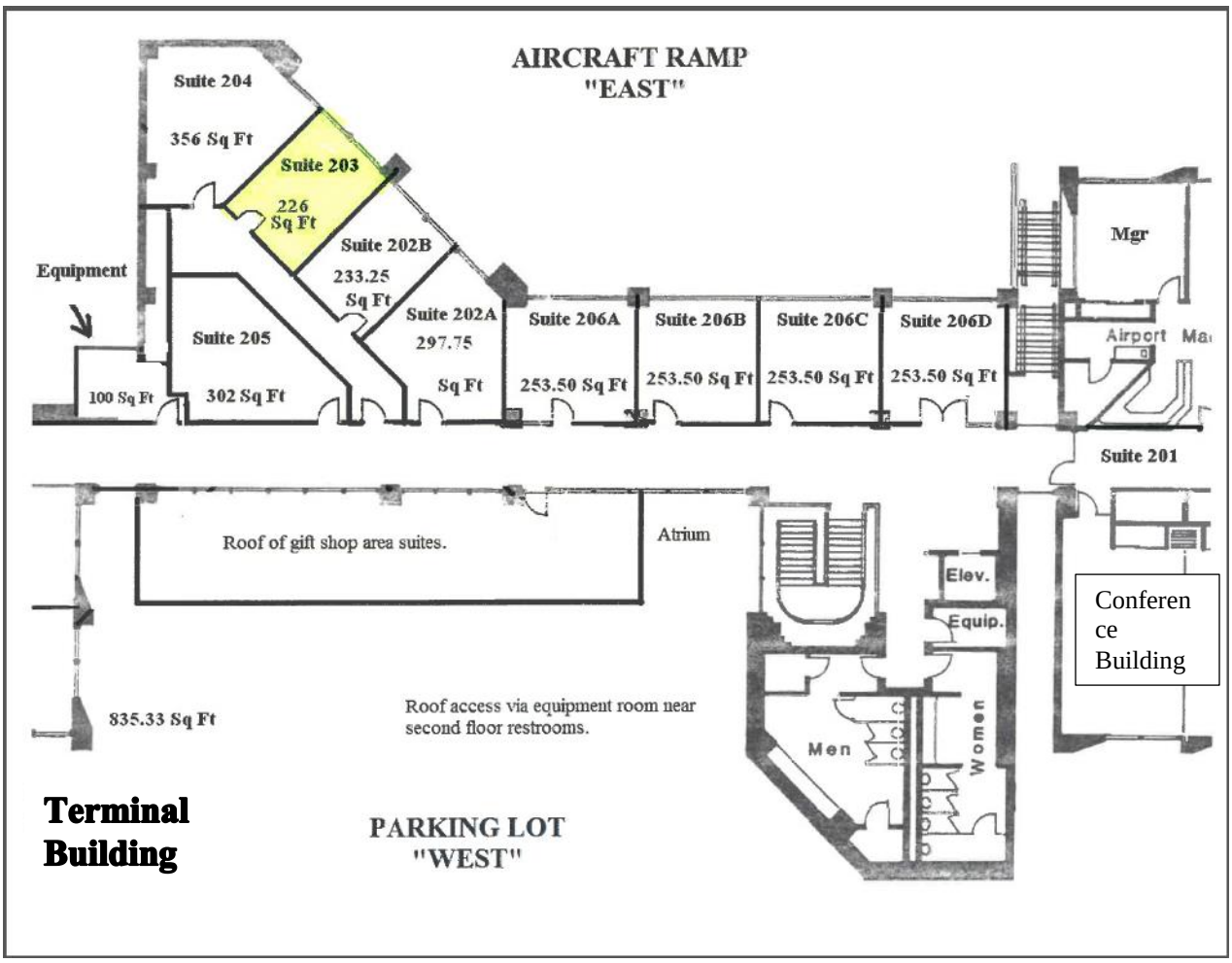
My Commission Expires:

07/17/2016

MELANIE N FULLER
Notary Public - Arizona
Navajo County
My Comm. Expires Jul 17, 2016

EXHIBIT A

(Kelmar Consulting LTD dba Kelmar Aviation, Ste. 203)



File #: 16-175, **Version:** 1

RESOLUTION 5096: ADOPT A RESOLUTION AUTHORIZING THE SUBMISSION OF THE FY 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN (PUBLIC HEARING REQUIRED)
Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for the City Council to conduct a public hearing, waive reading beyond the title and adopt a resolution authorizing submission of the "Annual Action Plan" for Fiscal Year (FY) 2016-2017 to the U.S. Department of Housing and Urban Development (HUD).

Background

The Annual Action Plan includes the Community Development Advisory Committee's (CDAC) funding recommendations for Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and the Emergency Solutions Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD). Since FY 1977-1978, Glendale has been allocated approximately $81 million in CDBG, HOME and ESG funds to assist thousands of homeowners and individuals. These Federal Funds have been used to assist with the redevelopment of older neighborhoods, provide direct services to eligible persons and strengthen the fabric of the Glendale community.

As in previous years, the CDAC completed an extensive review process for the allocation of FY2016-2017 CDBG, HOME and ESG funds. This process included the review of 39 funding applications, participation informal presentations by each of the funding applicants at two public hearings and formulation of CDAC funding recommendations. For FY 2016-2017, the City will receive $2,200,786 in CDBG funds; $514,115 in HOME funds and $189,758 in ESG funds. Collectively these funds will be used for activities that benefit low/moderate income persons, aid in the elimination of slum and blight and/or address urgent community needs. Current Council funding priorities include:

- Keeping people in their homes
- Assisting with core needs such as food, utilities and shelter
- Supporting home delivery of meals and shelter services programs (homelessness)
- Providing emergency home repair
- Housing rehabilitation programs
- Demolishing and clearing blighted structures
- Emphasizing revitalization of the Centerline/Redevelopment Area

Analysis

Federal funds are provided to allow entitlement cities the ability to meet community needs in a wide variety of areas. Program regulations help direct the use of funds, which target families and individuals who are low-to-moderate income. The program has some built-in parameters that allow a percentage of the funds to be used to address specific needs. The most competitive area is under the category of public services, where the funding is limited to 15% of the CDBG grant. This category includes after school programs, food boxes, fair housing services, domestic violence assistance, etc.

The remaining CDBG funds are used to provide housing rehabilitation, emergency home repair, demolition of blighted structures, infrastructure replacement in low-to-moderate income areas and upgrades to public facilities. Previous examples of these would include recent funding for new enhancements to the Velma Teague Library, street reconstruction, neighborhood aesthetic improvements, the Visual Improvement Program, City Center infrastructure improvements, funding for the Glendale Boys and Girls Club and new enhancements in eligible City parks.

Previous Related Council Action

At the August 4, 2015, Council Workshop, Council provided direction to the CDAC regarding its priorities for the FY 2016-17 federal funding.

On May 12, 2015, the City Council reviewed and approved the most recent Five-Year Consolidated Plan for Fiscal Years 2015 - 2019. The Council also conducted a public hearing and approved the FY 2015-2016 CDBG, HOME and ESG funding recommendations of the CDAC.

Community Benefit/Public Involvement

Through the Five-Year Consolidated Plan, the CDBG, HOME and ESG funds have helped the community and residents of Glendale with public service programs, such as homeless prevention and senior, youth, and disabled services, that provide a compassionate hand to those in need.

In order to gather public input on the FY 2016-2017 Annual Action Plan, public notices were placed in the *Glendale Star* informing the public of the City's efforts to solicit public comment. Public input opportunities were conducted at each CDAC meeting held on January 4 and 14, 2016; and March 17, 2016. The final public hearing will be conducted at the April 26, 2016, City Council meeting.

Budget and Financial Impacts

The CDBG, HOME, and ESG programs are federally funded. The HOME program requires a 25% match from non-federal funds and the ESG program requires a 100% match.

An annual match allocation of $31,888 is provided in the General Fund budget as a supplement towards the required 25% match requirements for HOME projects administered by the City. Outside agencies that apply for HOME funds are required to provide a portion of their own matching funds.

The ESG funding will be allocated to outside agencies. Agencies that receive these funds are required to provide a 100% match.

Cost	Fund-Department-Account
$2,200,786	**1320-31001-518200, Community Development Block Grant**
$514,115	**1300-30001-518200, HOME Investments Partnerships Program**
$189,758	**1830-31900-518200, Emergency Solutions Grants**

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5096 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2016-2017 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND FOR ACCEPTING: A COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF $2,200,786, A HOME INVESTMENT PARTNERSHIPS PROGRAM ALLOCATION IN THE AMOUNT OF $514,115, AND EMERGENCY SOLUTIONS GRANTS FUNDING IN THE AMOUNT OF $189,758; AND AUTHORIZING THE ALLOCATION OF THE FUNDS.

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

SECTION 1. That the City's Annual Action Plan for community revitalization funding for FY 2016-2017 is hereby approved. The Annual Action Plan is on file in the office of the City Clerk and copies are available for review/inspection at the following locations:

Community Revitalization
Glendale Municipal Office Complex
5850 West Glendale Ave, Suite 107
Glendale, Arizona 85301

Community Housing Administration Office
6842 North 61st Avenue
Glendale, Arizona 85301

Foothills Branch Library
19055 North 57th Avenue
Glendale, Arizona 85308

Glendale Main Library
5959 West Brown Street
Glendale, Arizona 85302

Velma Teague Branch Library
Murphy Park – Downtown Glendale
7010 North 58th Avenue
Glendale, Arizona 85301

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to submit the City's Annual Action Plan to the U.S. Department of Housing and Urban Development and execute any and all necessary documents on behalf of the City of Glendale.

SECTION 3. That the City Council of the City of Glendale hereby accepts the following grants and funds for the use and benefit of its sub-recipients and citizens: Community Development Block Grant entitlement from the U.S. Department of Housing and Urban Development for FY 2016-2017 in the amount of $2,200,786; the HOME Investment Partnerships Program allocation from the Maricopa HOME Consortium for FY 2016-2017 in the amount of $514,115; and the Emergency Solutions Grants funding provided by the U.S. Department of Housing and Urban Development for FY 2016-2017 up to an amount of $189,758, all of which are subject to the Budget Control Act of 2011.

SECTION 4. That the City Manager or his designee is hereby authorized and directed to execute all agreements and documents necessary to effectuate the allocation of funds received under the above programs to the approved entities so long as the allocations are consistent with the Council-approved Annual Action Plan and comply with the National Environmental Policy Act (NEPA), and all applicable environmental regulations.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager
r_develop_cdbg.doc

Year 2 Annual Action Plan
Funding Requests and Recommendations
CDBG, HOME, ESG and NSP
Fiscal Year 2016-2017

CDBG

Total Requested: $480,002 Amount Available: $330,118

Public Services:

Agency/Organization	Amount Requested	CDAC Funding Recommendation
Homeless:		
COG – Cap – Eviction Prevention (Rent Assistance)	$85,000	$67,863
The Society of St. Vincent de Paul – Keeping Families Together	$74,500	$62,643
Subtotal Homeless	*$159,500*	*$130,506*
Domestic Violence:		
Homeward Bound – Empowering Families	$22,739	$13,605
Subtotal Domestic Violence	*$22,739*	*$13,605*
Seniors:		
AZ YWCA Metropolitan Phoenix – YWCA Congregate Meals	$70,000	$47,397
Duet: Partners in Health & Aging – Independence for Seniors	$13,500	$14,095
Friendship Retirement Corp dba Glencroft Senior Living – Senior Health & Wellness Program	$50,000	$-0-
St. Mary's Food Bank Alliance – Glendale Home Food Delivery	$20,000	$15,661
Subtotal Seniors	*$153,500*	*$77,153*
Youth:		
Aid to Adoption of Special Kids (AASK_AZ) – AASK Mentoring Program	$10,000	$10,440
Back to School Clothing Drive Association – New Clothes, New Beginnings Annual Distribution	$10,000	$10,440
Boys and Girls Clubs of Metropolitan Phoenix – Swift Kids Academic Success Program	$10,000	$10,440
Subtotal Youth	*$30,000*	*$31,320*
Disabled:		
AZ YWCA Metropolitan Phoenix – Home Delivered Meal Program (Meals on Wheels)	$70,000	$52,202
VALLEYLIFE – Counseling for Adults with Developmental Disabilities	$5,000	$-0-
Subtotal Disabled	*$75,000*	*$52,202*
General Assistance:		
A New Leaf, Inc., - West Valley Vita Coalition	$15,000	$-0-
Community Legal Services, Inc. – Housing and Fair Housing Legal Services	$12,263	$12,803
Community Legal Services, Inc. – Removing Barriers to Justice for Low-Income Residents	$12,000	$12,529
Subtotal General Assistance	*$39,263*	*$25,332*
Total Public Services:	**$480,002**	**$330,118**

Year 2 Annual Action Plan
Funding Requests and Recommendations
CDBG, HOME, ESG and NSP
Fiscal Year 2016-2017

CDBG

Total Requested: $2,094,873 Amount Available: $1,430,511

Physical Improvements:

Agency/Organization	Amount Requested	CDAC Funding Recommendation
Housing Related Programs:		
Chicanos Por La Causa, Inc. – Affordable Owner-Occupied Homeownership	$142,000	$-0-
COG - Community Housing Division – Public Housing Sidewalk ADA Compliance/Improvement	$50,310	$52,526
COG – Development Services Department Code Compliance – Neighborhood Preservation through Code Compliance	$59,913	$62,552
Habitat for Humanity Central Arizona – Emergency Home Repair	$425,000	$443,717
VALLEYLIFE – Renovations – Special Needs Group Homes	$148,150	$-0-
COG – Community Revitalization – Rehabilitation Programs Set-aside	N/A*	$574,222
Subtotal Housing Related Programs	*$825,373*	*$1,133,017*
Public Facility/Infrastructure Improvements:		
AZ YWCA Metropolitan Phoenix – Re-Paving/Surfacing Parking Lot/Replace Existing Sidewalks	$53,000	$55,334
Boys & Girls Club of Metropolitan Phoenix (BGCMP) – Swift Kids Security Initiative	$10,000	$10,440
Central Arizona Shelter Services (CASS) – Regional Shelter Single Adult Shelter Improvements	$60,000	$-0-
Central Arizona Shelter Services (CASS) – Vista Colina Emergency Shelter Improvements	$50,000	$-0-
COG – ADA for Parks – Park Accessibility Improvements Year 2	$118,590	$61,906
COG – Community Services Department – Renovation/Revitalization of Community & Recreation Centers	$123,410	$117,612
COG – Economic Development Department – Visual Improvement Program	$100,000	$52,202
COG – Parks and Recreation and Library Services – Sands Park Play Plaza	$175,000	$-0-
COG – Public Works Department – Public Works-Neighborhoods Improvement Initiative	$579,500	$-0-
Subtotal Public Facility/Infrastructure Improvements	*$1,269,500*	*$297,494*
Total Public Facility/Infrastructure Improvements:	**$2,094,873**	**$1,430,511**

* Amount set aside before CDAC funding recommendations made

Total Public Services:	**$ 330,118**
Total Public Facility/Infrastructure Improvements:	**$1,430,511**
Total General Administration:	**$ 440,157**
Total CDBG Entitlement:	**$2,200,786**

Year 2 Annual Action Plan
Funding Requests and Recommendations
CDBG, HOME, ESG and NSP
Fiscal Year 2016-2017

ESG

Total Requested: $303,470 Amount Available: $175,526

Agency/Organization	Amount Requested	CDAC Funding Recommendation
Homeless Prevention:		
A New Leaf – Rapid Re-Housing Services	$40,000	$36,366
Central Arizona Shelter Services (CASS) – Rapid Re-Housing Services	$55,000	$31,720
COG – Community Action Program – Rapid Re-Housing Services	$50,000	$46,046
Subtotal Homeless Prevention	*$145,000*	*$114,132*
Shelter Operational Costs for Homeless		
A New Leaf – Faith House Emergency Shelter Operations	$25,000	$25,581
Central Arizona Shelter Services (CASS) – Emergency Shelter Services for Homeless Single Adults	$50,000	$-0-
New Life Center – Emergency Shelter Services	$20,000	$-0-
Streetlight USA – Shelter Operating Cost – Utilities	$33,470	$10,232
UMOM New Day Centers, Inc. – Emergency Shelter for Families - Glendale	$30,000	$25,581
Subtotal Shelter Operational Costs for Homeless	*$158,470*	*$61,394*
Total ESG:	**$303,470**	**$175,526**

Total Homeless Prevention: $ 114,132
Total Shelter Operational Costs for Homeless: $ 61,394
Total General Administration: $ 14,232
Total ESG Entitlement: $ 189,758

Year 2 Annual Action Plan
Funding Requests and Recommendations
CDBG, HOME, ESG and NSP
Fiscal Year 2016-2017

HOME

Total Requested: $391,500 Amount Available: $481,983

Agency/Organization	Amount Requested	CDAC Funding Recommendation
Affordable Housing:		
Chicanos Por La Causa, Inc. – Affordable Housing Development	$136,500	$-0-
Habitat for Humanity – New Construction Housing Program	$255,000	$252,412
COG – Community Revitalization – Rehabilitation Programs set-aside	N/A*	$229,571
Subtotal Affordable Housing	*$391,500*	*$481,983*
Total HOME:	**$391,500**	**$481,983**

* Amount set aside before CDAC funding recommendations made

Total Affordable Housing:	**$ 481,983**
Total General Administration:	**$ 32,132**
Total HOME Entitlement:	**$ 514,115**

GLENDALE NON-PROFIT PARTNERS 5-YEAR FUNDING AND RECOMMENDATIONS

	A	B	C	D	E	F	G	H	I	J
1	AGENCY	ACTIVITY NAME	AWARDED FY2011- 2012	AWARDED FY2012-2013	AWARDED FY2013-14	AWARDED FY2014-15	AWARDED FY2015-16	REQUESTED FY 2016-2017	FY2016-17 CDAC Recommend-ations	Prior Years Funded
2	**Community Development Block Grant (CDBG)**									
3	**Public Service Activities**									
4	**HOMELESS**									
5	Central Arizona Shelter Services (CASS)	Men's Overflow Shelter	16,680	20,719	10,000					8
6	Central Arizona Shelter Services (CASS)	Family Shelter			15,000					1
7	City of Glendale - Community Action Program (CAP)	Eviction Prevention (Rent Assistance)			75,000	74,639	80,000	**85,000**	**67,863**	3
8	Interfaith Cooperative Ministries	Food & Basic Provisions	7,089							2
9	St. Vincent de Paul, OLPH	Keeping Families Together	46,913	50,422	59,022	68,255	50,000	**74,500**	**62,643**	10
10	Circle the City	Respite Care Center		10,360 ***Declined Award**						0
11	**EMPLOYMENT**									
12										
13	**DOMESTIC VIOLENCE**									
14	A New Leaf-Faith House Emergency Shelter	Domestic Violence Shelter	16,680	20,719						19
15	Chrysalis (DV Shelter)	Victim Services	12,510	10,360	15,000					20
16	Community Information & Referral	CONTACS 24-Hour Shelter Referral	8,340	10,365						11
17	Homeward Bound	Empowering Families						**22,739**	**13,605**	7
18	**SENIORS**									
19	Duet - Partners in Aging (formerly Beatitudes Center DOAR)	Elderly Assistance (In-home Services & Transportation)	10,842	13,468	13,500			**13,500**	**14,095**	17
20	St. Mary's/Westside Food Bank Alliance	Home Food Delivery	25,021	31,079	30,000			**20,000**	**15,661**	9
21	Friendship Retirement Corp./Glencroft Senior Living	Senior Health & Wellness						**50,000**	**-0-**	
22	Arizona YWCA of Maricopa County	Congregate Meals	45,747	46,618	40,000	19,904	30,000	**70,000**	**47,397**	16
23	**YOUTH**									
24	Aid to Adoption of Special Kids (AASK-AZ)	AASK Mentoring Program						**10,000**	**10,440**	
25	A New Leaf	Juvenile Alternative Glendale (JAG) Youth Center	16,680							8
26	Back to School Clothing Drive	New Clothes, New Beginnings Annual Distribution	8,340	10,356		9,952		**10,000**	**10,440**	5
27	Boys & Girls Clubs of Metropolitan Phx	Swift Kids Branch After-School Program	16,680	20,719		9,952		**10,000**	**10,440**	18
28	Florence Crittenton Services of AZ	Transitional/Independent Living Program	20,851							2
29	Heart for the City	At Risk Youth Community Center/Community Garden					62,075			
30	**DISABLED**									

GLENDALE NON-PROFIT PARTNERS 5-YEAR FUNDING AND RECOMMENDATIONS

	A	B	C	D	E	F	G	H	I	J
1	AGENCY	ACTIVITY NAME	AWARDED FY2011- 2012	AWARDED FY2012-2013	AWARDED FY2013-14	AWARDED FY2014-15	AWARDED FY2015-16	REQUESTED FY 2016-2017	FY2016-17 CDAC Recommend-ations	Prior Years Funded
31	Arizona YWCA of Maricopa County	Home Delivered Meals Program	48,500		40,000	39,807	30,000	**70,000**	**52,202**	7
32	VALLEYLIFE	Counseling for Adults with Developmental Disabilities						**5,000**	**-0-**	
33	**GENERAL ASSISTANCE**									
34	A New Leaf, Inc	West Valley VITA Coalition						**15,000**	**-0-**	
35										
36	Community Information & Referral	2-1-1 Arizona	20,102	15,539						11
37	Community Legal Services	Fair Housing Services			15,000	9,952	4,017	**12,263**	**12,803**	9
38	Community Legal Services	Removing Barriers to Access to Justice for Low-Income Residents		15,539				**12,000**	**12,529**	9
39	Hope for Hunger Corporation	2015 Hunger Fighter's				79,614	60,000			2
40	St. Mary's Food Bank Alliance	Emergency Food Box Program	29,191	36,259						10
41	**TOTAL - PUBLIC SERVICES**		**$ 350,166**	**$ 302,162**	**$ 312,522**	**$ 312,075**	**$ 316,092**	**$ 480,002**	**$ 330,118**	
42										
44	**HOUSING RELATED PHYSICAL IMPROVEMENTS ACTIVITES**									
45	A New Leaf, Inc.	Faith House Shelter Exterior/Interior Painting	83,402							2
46	Arizona Bridge to Independent Living	Glendale Home Accessibility Program (Home Modifications - Disabled)	41,701	44,340	37,761					18
47	Chicanos Por La Causa, Inc.	Affordable Owner-Occupied Homeownership						**142,000**	**-0-**	
48	City of Glendale Community Housing Division	Public Housing Sidewalk ADA Compliance Improvements	166,804	182,000	114,000	131,560	157,500	**50,310**	**52,526**	9
49	COG - Code Compliance	Neighborhood Preservation through Code Compliance			45,595	39,712		**59,913**	**62,552**	**3**
50	Habitat for Humanity	Glendale Emergency Home Repair	200,000 (RFP)	140,000	350,000	372,298	425,000	**425,000**	**443,717**	4
51	Valley Life	Upgrades of Residential Group Homes			128,000		69,070	**148,150**	**-0-**	5
52	City of Glendale Revitalization Division	Residential Rehab, Roof, LBP, Relocation, Voluntary Demolition, Voluntary Spot Slum/Blight	627,575			450,000	325,000		**574,222**	
53	**PUBLIC FACILITY OR PUBLIC INFRASTRUCTURE IMPROVEMENTS**									
54	Arizona YWCA Metropolitan Phoenix	Re-Paving/Surfacing Parking Lot						**53,000**	**55,334**	
55	Boys & Girls Clubs of Metropolitan Phoenix	Swift Kids Security Initiative						**10,000**	**10,440**	6
56	Central Arizona Shelter Services (CASS)	Single Adult Shelter Improvements					23,003	**60,000**	**-0-**	
57	Central Arizona Shelter Services (CASS)	Vista Colina Shelter Improvements	11,676	24,874	39,000		25,000	**50,000**	**-0-**	9

GLENDALE NON-PROFIT PARTNERS 5-YEAR FUNDING AND RECOMMENDATIONS

	A	B	C	D	E	F	G	H	I	J
1	**AGENCY**	**ACTIVITY NAME**	**AWARDED FY2011- 2012**	**AWARDED FY2012-2013**	**AWARDED FY2013-14**	**AWARDED FY2014-15**	**AWARDED FY2015-16**	**REQUESTED FY 2016-2017**	**FY2016-17 CDAC Recommend-ations**	**Prior Years Funded**
58	City of Glendale Code Compliance	Identification & Elimination of Code Violations	75,062	75,000	29,405	19,856				7
59	City of Glendale Community Services	Aquatics Center ADA Compliance and Visual Improvements-Year 2					143,500	**118,590**	**61,906**	1
60	City of Glendale Community Services	Renovation/Revitalization of Community & Recreation Centers						**123,410**	**117,612**	
61	City of Glendale Parks and Recreation and Library Services	Sands Park Improvements	48,790		61,500	199,905	192,846	**175,000**	**-0-**	4
62	City of Glendale Economic Development	Visual Improvement Program	58,601	150,000	49,000			**100,000**	**52,202**	3
63	City of Glendale Public Works Dept.	Public Work-Neighborhoods Improvement Initiative					250,000	**579,500**	**-0-**	
64	City of Glendale Field Operations	Street Reconstruction Paving		200,000	250,000					
65	City of Glendale Field Operations	Paving Group B (W. Tuckey Ln. and N. 64th Ave.)								
66	City of Glendale Field Operations	Paving Group C (W. McClellan Rd. and N. 62nd Ave.)								
67	City of Glendale Field Operations	Paving Group D (W. McClellan Rd. and N. 57th Ave.)								
68	City of Glendale Field Operations	Paving Group E (W. McClellan Rd. and N. 59th Ave.)								
69	City of Glendale Field Operations	Paving Group F (N. 58th Dr., N. 57th Dr. and W. McClellan Rd.)								
70	City of Glendale Field Operations	Paving Group G (N. 53rd Ave.)								
71	City of Glendale Field Operations	Paving Group H (N. 52nd Dr.)								
72	City of Glendale Field Operations	Paving Group I (N. 54th Ave.)								
73	City of Glendale Field Operations	Paving Group J (N. 54th Dr.)								
74	City of Glendale Field Operations	Paving Group K (N. 55th Ave.)								
75	City of Glendale Field Operations	Paving Group 2 (West of Orchard Glen)								
76	City of Glendale Field Operations	Paving Group 3 (In Orchard Glen)								
77	City of Glendale Neighborhood Partnerships	Physical Improvements/East Catlin Court		136,342						9
78	Glendale Women's Club	Clubhouse Stabilization and Restoration Project					37,000			
79	Heart for the City	Youth Programs				79,424				1
80	Hope for Hunger Corporation	2014 Hunger Fighter's				59,568				1
81	**TOTAL PHYSICAL IMPROVEMENT PROJECTS**		**$ 1,113,611**	**$ 952,556**	**$ 1,104,261**	**$ 1,352,323**	**$ 1,647,919**	**$ 2,094,873**	**$ 1,430,511**	
82										
83		**CDBG GRAND TOTAL**					**$ 1,964,011**	**$ 2,574,875**	**$ 1,760,629**	

GLENDALE NON-PROFIT PARTNERS 5-YEAR FUNDING AND RECOMMENDATIONS

	A	B	C	D	E	F	G	H	I	J
1	AGENCY	ACTIVITY NAME	AWARDED FY2011- 2012	AWARDED FY2012-2013	AWARDED FY2013-14	AWARDED FY2014-15	AWARDED FY2015-16	REQUESTED FY 2016-2017	FY2016-17 CDAC Recommend-ations	Prior Years Funded
84										
87	**Emergency Solutions Grants Program (ESG)**									
88	**HOMELESS PREVENTION, RAPID RE-HOUSING ACTIVITIES**									
89	City of Glendale - Community Action Program (CAP)	Homeless Prevention Services		26,178	32,728					2
90	City of Glendale - Community Action Program (CAP)	Rapid Re-Housing		26,178	32,728			**50,000**	**46,046**	2
91	A New Leaf	Rapid Re-Housing				36,266	40,000	**40,000**	**36,366**	1
92	Central AZ Shelter Services (CASS)	Rapid Re-Housing				36,265	37,281	**55,000**	**31,720**	1
93	**SHELTER OPERATIONS**									
94	A New Leaf-Faith House Emergency Shelter	Emergency Shelter Operations	33,166	32,642	17,500	24,116	25,000	**25,000**	**25,581**	10
95	Central AZ Shelter Services (CASS)	Emergency Shelter Services for Homeless Single Adults	51,638	32,642	21,654	20,671	16,992	**50,000**	**-0-**	10
96	New Life Center	Emergency Shelter Services						**20,000**	**-0-**	0
97	Homeward Bound	Utilities Assistance for the Thunderbirds Family Village Project	19,881	20,316	26,941					9
98	Streetlight USA	Shelter Operating Costs - Utilities				28,800	27,266	**33,470**	**10,232**	2
99	UMOM New Day Centers, Inc.	Emergency Shelter for Families - Glendale	9,941	18,896	20,000	20,671	25,000	**30,000**	**25,581**	5
100	**TOTAL - EMERGENCY SOLUTIONS GRANTS**		**$ 114,626**	**$ 104,496**	**$ 86,095**	**$ 166,789**	**$ 171,539**	**$ 303,470**	**$ 175,526**	
101										
104	**HOME Investment Partnerships Program (HOME)**									
105										
107	City of Glendale Revitalization Division	Residential Rehab	315,382	125,000	201,445	150,000	184,824		**229,571**	
108	Chicanos Por La Causa	Affordable Housing Development						**136,500**	**-0-**	
109	Habitat for Humanity of Central AZ	Land Acquisition/Site Improvements/Rehab	255,000	229,390	250,000	330,290	255,000	**255,000**	**252,412**	9
110	Newtown CDC Homeownership	Affordable Housing		101,756						2
111	**TOTAL - HOME**		**$ 570,382**	**$ 331,146**	**$ 451,445**	**$ 480,290**	**$ 439,824**	**$ 391,500**	**$ 481,983**	

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

As a recipient of Community Development Block Grant Program funds, the City of Glendale, Arizona (the City) is required to submit an Annual Action Plan (AAP) under Federal Regulations at 24 CFR Part 91. The purpose of the Year 2 Annual Action Plan is to review and update the assessments presented in the City of Glendale's Five-Year Consolidated Plan for Fiscal Years (FY) 2015-2019. In addition, the AAP identifies the City's housing and community development needs; analyzes the housing market; establishes housing and community development priorities, goals and strategies to address the identified needs; and identifies the resources available from Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) entitlement grants; as well as the HOME Investment Partnership Program (HOME) grant through Maricopa HOME Consortium. Any Program Income received under these programs is used to address the identified needs.

This Program Year 2, AAP implements the second year of activities that will address goals established by the City of Glendale's FY 2015-2019 Consolidated Plan.

As an entitlement city, Glendale receives its CDBG and ESG funding directly from HUD. The CDBG entitlement for Fiscal Year (FY) 2016-2017 is $2,200,786. The ESG entitlement for FY 2016-2017 is $189,758.

The City is a participant in the Maricopa HOME Consortium (Consortium) and the Regional Continuum of Care (CoC); and is a member of the Maricopa Association of Governments (MAG).

2. Summarize the objectives and outcomes identified in the Plan

Documented below are the objectives and outcomes that the City of Glendale has identified as the basis for its strategies and related activities that are to be carried out under the Year 2 Annual Action Plan for FY 2016-2017.

OBJECTIVE 1 - Decent, Affordable Housing (DH)

Outcome: Availability/Accessibility for the Purpose of Providing Decent Housing (DH-1)

Performance Indicator: Households Assisted.

- DH1.1 Rehabilitation of rental units and owner occupied units
- DH1.2 Rental assistance

- DH1.3 Acquisition of residential properties for resale to eligible households
- DH1.4 Homeless services including homeless transitional housing

Outcome: Affordability for the Purpose of Providing Decent Housing (DH-2)

Performance Indicator: Households Assisted.

- DH2.1 New production of rental and owner units
- DH2.2 Acquisition of housing for rent
- DH2.3 Homebuyer assistance
- DH2.4 Emergency Financial Assistance to prevent homelessness

Outcome: Sustainability for the Purpose of Providing Decent Housing (DH-3)

Performance Indicator: Households Assisted.

- DH3.1 Housing Activities to support Neighborhood Improvement or Neighborhood Revitalization

OBJECTIVE 2 - Suitable Living Environment (SL)

Outcome: Availability/Accessibility for the Purpose of Creating Suitable Living Environments (SL-1)

Performance Indicator: Number of Projects that Ensure Access to a Suitable Living Environment/ Number of Persons Provided with New Access to Improvements.

Outcome: Affordability for the Purpose of Creating Suitable Living Environments (SL-2)

Performance Indicator: Number of Projects to Support Housing Opportunities.

- SL2.1 Provision of public service activities to support housing

Outcome: Sustainability for the Purpose of Creating Suitable Living Environments (SL-3)

Performance Indicator: Number of Projects that Sustain a Suitable Living Environment/ Number of Persons Benefitting from New/Improved Environment

- SL3.1 Installation/Improvement to infrastructure
- SL3.2 Demolition of dilapidated structures
- SL3.3 Construction/Improvements to parks and recreational facilities
- SL3.4 Provision of public services

OBJECTIVE 3 - Expanded Economic Opportunities (EO)

Outcome: Affordability for the Purpose of Creating Economic Opportunities (EO-2)

Performance Indicator: Number of Businesses Assisted.

- EO2.1 Assistance to microenterprises or small businesses

Outcome: Sustainability for the Purpose of Creating Economic Opportunities (EO-3)

Performance Indicator: Number of Economic Development Projects Directed to Businesses within Selected Areas.

- EO3.1 To fund or support the funding of neighborhood revitalization projects

3. Evaluation of past performance

As a recipient of CDBG program funds, the City is required to submit, at the end of each program year, a Consolidated Annual Performance and Evaluation Performance Report (CAPER). The CAPER summarizes the accomplishments of the ending program year and the progress made towards the goals established in the Consolidated Plan.

The CAPERs for Fiscal Years 2013-2014 and 2014-2015 were reviewed to assist with the formulation of goals and objectives as stated in this Plan. The resources that are available to fund needed services of the City are limited, and, therefore, limit the amount of services that can be provided under these activities.

The City addressed the Decent/Affordable Housing and Homeless objective by funding homeowner and rental housing rehabilitation activities, code enforcement, homeless assistance, homebuyer assistance, and homes acquired for rehabilitation and resale. The City addressed the Suitable Living Environment objective by funding home modifications for persons with disabilities, demolition of dilapidated structures, public facility renovations, infrastructure improvements, and public services that assist seniors, youth, homeless persons, and address fair housing issues. In addition, the City addressed the Expanding Economic Opportunities goal by providing funding and visual improvements for downtown businesses. The City is committed to monitoring outcomes compared to intended objectives, evaluating their effectiveness in addressing community needs and reprogramming funding, if needed.

The City met all of its statutory requirements including the CDBG 1.5 expenditure ratio, public service and administrative caps, and HOME commitment requirements. The City continues to compare local needs against available funding and will reprogram funds as required to address priority needs.

4. Summary of citizen participation process and consultation process

Citizen participation is a key component of the consolidated planning process. Glendale residents, especially those who are low-income or likely to be beneficiaries of federal CDBG, HOME, and ESG funding, are encouraged to participate in the development of the Year 2 Annual Action Plan, its substantial amendments and the CAPER. Per 24 CFR Part 91.105, citizen participation requirements should guide the development of the Consolidated Plan process. As part of the Maricopa HOME Consortium, the City of Glendale is a party to the Consortium's FY 2015-2019 Citizen Participation Plan. The plan was reviewed and it was determined that the City's citizen participation process is consistent with or exceeds the Consortium's requirements. For the program year 2 Annual Action Plan for FY 2016-2017, the City used a comprehensive process and strategies to elicit public comments which included:

- Publishing newspaper advertisements
- Distributing information on the City's website
- Mailing more than 180 invitations to representatives of non-profits agencies and other stakeholders to notify them of the grant application process
- Holding presentations and public hearings before the Community Development Advisory Committee (CDAC). The CDAC is a housing and community development advisory citizen committee, appointed by the Mayor and City Council, to oversee the annual grant application process and facilitate citizen participation in the CDBG, HOME, and ESG funding process, as well as the Consolidated Plan and Annual Action Plan processes. The CDAC conducts public hearings and meetings, reviews funding requests, and makes recommendations to the City Council on resource allocation
- Soliciting input from City of Glendale Planning, Economic Development, Building Safety, Water and Environmental Resources, and Marketing Departments
- Soliciting input from the City's Community Housing Division, which administers the City's public housing and section 8 voucher programs
- Soliciting input from regional organizations including the Maricopa Association of Governments, ESG Collaboration Group, Maricopa HOME Consortium, and the Continuum of Care
- Publishing the Year 2 Annual Action Plan for a 30-day comment period from February 22, 2016 through March 22, 2016. An electronic copy of the AAP was placed on the City's website and hard copies were made available for review at City Hall, libraries, and other community locations
- Acknowledging comments received during the public comment period

Accommodations for public meetings and information on the Annual Action Plan were also made available for persons with disabilities including the hearing impaired and persons with Limited English Proficiency. Meetings were held in the evenings and at times that would be convenient for working families including households with children.

5. Summary of public comments

The Year 2 Annual Action Plan was available for public comment for a 30-day period starting February 22, 2016 through March 22, 2016. No comments were received during the comment period from the general public. One member of the CDAC did express an interest in the availability of additional resources for education.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments received were rejected by the City.

7. Summary

The City has established objectives and outcomes for the use of federal CDBG and ESG funds. In addition, the City, through the Maricopa HOME Consortium, has established objectives and outcomes for the use of HOME funds.

The City utilizes a citizen participation plan to guide the process for identifying the projects and activities that will be funded in an effort to address the objectives and outcomes identified. The CDAC is an integral part of that process.

Through this process, for FY 2016-2017, the City will fund public service activities, housing activities, public facility projects and public improvements to assist the elderly, youth, disabled, homeless and other low and moderate income residents.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Retain Affordable Housing - City Administered	2016	2019	Affordable Housing	Citywide	Rehabilitation of existing units - DH	CDBG: $574,222	Homeowner Housing Rehabilitated: 34 Household Housing Unit
2	Retain Affordable Housing - Subrecipient	2016	2019	Affordable Housing	Citywide	Rehabilitation of existing units - DH	CDBG: $443,717	Homeowner Housing Rehabilitated: 180 Household Housing Unit
3	Increase Accessibility of Housing Units	2016	2019	Affordable Housing Public Housing	Citywide	Rehabilitation of existing units - DH	CDBG: $52,526	Public Facility or Infrastructure Activities for Low/Moderate Income Benefit: 377 Households Assisted
4	Eliminate Blighting Conditions	2016	2019	Non-Housing Community Development	Glendale Downtown Redevelopment Target Area Citywide CDBG Target Areas - 85301 and 85302	Code Enforcement	CDBG: $62,552	Public Facility and Low/Moderate Income Benefit: 226,721 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Improve Quality and Quantity of Public Facilities	2016	2019	Homeless Non-Housing Community Development	Citywide CDBG Target Areas - 85301 and 85302	General Public Facilities and Improvements	CDBG: $65,774	Public Facility or Infrastructure Activities other than Low/Moderate Income Benefit: 1,625 Persons Assisted
6	Improvements to Parks and Recreational Facilities	2016	2019	Non-Housing Community Development	CDBG Target Areas - 85301 and 85302	Parks and Recreational Facilities incl ADA Needs	CDBG: $179,518	Public Facility or Infrastructure Activities other than Low/Moderate Income Benefit: 108,068 Persons Assisted
7	Business Improvements	2016	2019	Economic Development	Glendale Downtown Redevelopment Target Area	Business Improvements	CDBG: $52,202	Business Assistance: 5 Businesses
8	Increase Public Service for Battered and Abuse	2016	2017	Non-Homeless Special Needs	Citywide	Public Services for Domestic Violence	CDBG: $13,605	Public service activities other than Low/Moderate Income Benefit: 22 Persons Assisted
9	Increase Public Service for Seniors	2016	2017	Non-Homeless Special Needs	Citywide	Public Services for Seniors	CDBG: $77,153	Public service activities other than Low/Moderate Income Benefit: 727 Persons Assisted
10	Increase Availability of Public Service for Youth	2016	2017	Non-Housing Community Development	Citywide	Public Services - Youth	CDBG: $31,321	Public service activities other than Low/Moderate Income Benefit: 1,125 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
11	Increase Public Services to Persons wth Disability	2016	2017	Non-Homeless Special Needs	Citywide	Services to Persons with Disabilities	CDBG: $52,202	Public service activities other than Low/Moderate Income Benefit: 320 Persons Assisted
12	Availability of Public Services-Fair Housing	2016	2017	Non-Housing Community Development Fair Housing	Citywide	Public Services - General	CDBG: $12,803	Public service activities other than Low/Moderate Income Benefit: 383 Persons Assisted
13	Increase Quality and Quantity of Public Services	2016	2017	Non-Housing Community Development	Citywide	Public Services - General	CDBG: $12,529	Public service activities other than Low/Moderate Income Benefit: 587 Persons Assisted
14	Availability of Public Services-Homeless	2016	2017	Homeless	Citywide	Shelters and Homeless Prevention Services	CDBG: $130,505	Homelessness Prevention: 385 Persons Assisted
15	Homeless Services incl. Transitional Housing	2016	2018	Affordable Housing Homeless	Citywide	Shelters and Homeless Prevention Services	ESG: $61,394	Homeless Person Overnight Shelter: 331 Persons Assisted
16	Homeless Prevention/Rapid Rehousing	2016	2018	Affordable Housing Homeless	Citywide	Shelters and Homeless Prevention Services	ESG: $114,132	Rapid Rehousing: 147 Households Assisted
17	Retain Affordable Housing - City Administered	2016	2019	Affordable Housing	Citywide	Rehabilitation of existing units	HOME: $252,412	Homeowner Housing Rehabilitated: 3 Housing Units
18	Retain Affordable Housing - Subrecipient	2016	2019	Affordable Housing	Citywide	New Housing Construction	HOME: $252,412	Homebuyer Housing: 3 Housing Units

Table 1 - Goals Summary

City of Glendale, AZ

Annual Action Plan
FY 2016 – 2017

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: AZ 40186 Glendale

5a. Federal Entity Identifier: AZ40186

5b. Federal Award Identifier: B-15-MC-040506

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Glendale

* b. Employer/Taxpayer Identification Number (EIN/TIN): 86-6000247

* c. Organizational DUNS: 0775235790000

d. Address:

* Street1: 5850 West Glendale Avenue
Street2:
* City: Glendale
County/Parish:
* State: AZ: Arizona
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 85301-9250

e. Organizational Unit:

Department Name: Community Svcs/Human Svcs

Division Name: Community Revitalization

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Gilbert
Middle Name:
* Last Name: Lopez
Suffix:

Title: Community Revitalization Manager

Organizational Affiliation: City of Glendale

* Telephone Number: 623-930-3670
Fax Number: 623-435-8594

* Email: glopez@glendaleaz.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

CDBG eligible projects will be public services, housing, public improvements, slum and bight, and program administration

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: AZ-009 * b. Program/Project: CDBG

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2016 * b. End Date: 06/30/2017

18. Estimated Funding ($):

* a. Federal	2,200,786.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	45,000.00
* g. TOTAL	2,245,786.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Kevin
Middle Name:	R.
* Last Name:	Phelps
Suffix:	
* Title:	City Manager
* Telephone Number:	623-930-2870
Fax Number:	
* Email:	CityManager@glendaleaz.com
* Signature of Authorized Representative:	
* Date Signed:	

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: AZ 40186 Glendale

5a. Federal Entity Identifier: AZ40186

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State Use Only:

6. Date Received by State:

7. State Application Identifier:

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* b. Employer/Taxpayer Identification Number (EIN/TIN): 86-6000247

* c. Organizational DUNS: 0775235790000

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* Country: USA: UNITED STATES
* Zip / Postal Code: 85301-9250

e. Organizational Unit:

Department Name: Community Svcs/Human Svcs

Division Name: Community Revitalization

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Gilbert
Middle Name:
* Last Name: Lopez
Suffix:

Title: Community Revitalization Manager

Organizational Affiliation: City of Glendale

* Telephone Number: 623-930-3670
Fax Number: 623-435-8594

* Email: glopez@glendaleaz.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.231

CFDA Title:

Emergency Solutions Grant (ESG)

*** 12. Funding Opportunity Number:**

*** Title:**

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ESG eligible projects will be homeless shelter operating costs, homeless prevention, rapid re-housing and program administration.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: AZ-009 * b. Program/Project: ESG

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2016 * b. End Date: 06/30/2017

18. Estimated Funding ($):

* a. Federal	189,758.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	0.00
* g. TOTAL	189,758.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Kevin
Middle Name:	R.
* Last Name:	Phelps
Suffix:	
* Title:	City Manager
* Telephone Number:	623-930-2870
Fax Number:	
* Email:	CityManager@glendaleaz.com
* Signature of Authorized Representative:	
* Date Signed:	

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

As a recipient of Community Development Block Grant Program funds, the City of Glendale, Arizona is required to submit an Annual Action Plan (AAP) under Federal Regulations at 24 CFR Part 91. The purpose of the Year 2 Annual Action Plan is to review and update the assessments presented in the City of Glendale's Five-Year Consolidated Plan for Fiscal Years (FY) 2015-2019. In addition, the AAP identifies the City's housing and community development needs; analyzes the housing market; establishes housing and community development priorities, goals and strategies to address the identified needs; and identifies the resources available from Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) entitlement grants; as well as the HOME Investment Partnership Program (HOME) grant through Maricopa HOME Consortium. Any Program Income received under these programs is used to address the identified needs.

This Program Year 2 AAP implements the second year of activities that will address goals established by the City of Glendale's (the City) FY 2015-2019 Consolidated Plan.

As an entitlement city, Glendale receives its CDBG and ESG funding directly from HUD. The CDBG entitlement for Fiscal Year (FY) 2016-17 is $2,200,786. The ESG entitlement for FY 2016-17 is $189,758.

The City is a participant in the Maricopa HOME Consortium (Consortium) and the Regional Continuum of Care (CoC); and is a member of the Maricopa Association of Governments (MAG).

2. Summarize the objectives and outcomes identified in the Plan

Documented below are the objectives and outcomes that the City of Glendale has identified as the basis for its strategies and related activities that are to be carried out under the Year 2 Annual Action Plan for FY 2016-2017.

OBJECTIVE 1 - Decent, Affordable Housing (DH)

Outcome: Availability/Accessibility for the Purpose of Providing Decent Housing (DH-1)

Performance Indicator: Households Assisted.

- DH1.1 Rehabilitation of rental units and owner occupied units
- DH1.2 Rental assistance

- DH1.3 Acquisition of residential properties for resale to eligible households
- DH1.4 Homeless services including homeless transitional housing

Outcome: Affordability for the Purpose of Providing Decent Housing (DH-2)

Performance Indicator: Households Assisted.

- DH2.1 New production of rental and owner units
- DH2.2 Acquisition of housing for rent
- DH2.3 Homebuyer assistance
- DH2.4 Emergency Financial Assistance to prevent homelessness

Outcome: Sustainability for the Purpose of Providing Decent Housing (DH-3)

Performance Indicator: Households Assisted.

- DH3.1 Housing Activities to support Neighborhood Improvement or Neighborhood Revitalization

OBJECTIVE 2 - Suitable Living Environment (SL)

Outcome: Availability/Accessibility for the Purpose of Creating Suitable Living Environments (SL-1)

Performance Indicator: Number of Projects that Ensure Access to a Suitable Living Environment/ Number of Persons Provided with New Access to Improvements.

Outcome: Affordability for the Purpose of Creating Suitable Living Environments (SL-2)

Performance Indicator: Number of Projects to Support Housing Opportunities.

- SL2.1 Provision of public service activities to support housing

Outcome: Sustainability for the Purpose of Creating Suitable Living Environments (SL-3)

Performance Indicator: Number of Projects that Sustain a Suitable Living Environment/ Number of Persons Benefitting from New/Improved Environment

- SL3.1 Installation/Improvement to infrastructure
- SL3.2 Demolition of dilapidated structures
- SL3.3 Construction/Improvements to parks and recreational facilities
- SL3.4 Provision of public services

OBJECTIVE 3 - Expanded Economic Opportunities (EO)

Outcome: Affordability for the Purpose of Creating Economic Opportunities (EO-2)

Performance Indicator: Number of Businesses Assisted.

- EO2.1 Assistance to microenterprises or small businesses

Outcome: Sustainability for the Purpose of Creating Economic Opportunities (EO-3)

Performance Indicator: Number of Economic Development Projects Directed to Businesses within Selected Areas.

- EO3.1 To fund or support the funding of neighborhood revitalization projects

3. Evaluation of past performance

As a recipient of CDBG program funds, the City is required to submit, at the end of each program year, a Consolidated Annual Performance and Evaluation Performance Report (CAPER). The CAPER summarizes the accomplishments of the ending program year and the progress made towards the goals established in the Consolidated Plan.

The CAPERs for Fiscal Years 2013-2014 and 2014-2015 were reviewed to assist with the formulation of goals and objectives as stated in this Plan. The resources that are available to fund needed services of the City are limited, and, therefore, limit the amount of services that can be provided under these activities.

The City addressed the Decent/Affordable Housing and Homeless objective by funding homeowner and rental housing rehabilitation activities, code enforcement, homeless assistance, homebuyer assistance, and homes acquired for rehabilitation and resale. The City addressed the Suitable Living Environment objective by funding home modifications for persons with disabilities, demolition of dilapidated structures, public facility renovations, infrastructure improvements, and public services that assist seniors, youth, homeless persons, and address fair housing issues. In addition, the City addressed the Expanding Economic Opportunities goal by providing funding and visual improvements for downtown businesses. The City is committed to monitoring outcomes compared to intended objectives, evaluating their effectiveness in addressing community needs and reprogramming funding, if needed.

The City met all of its statutory requirements including the CDBG 1.5 expenditure ration, public service and administrative caps, and HOME commitment requirements. The City continues to compare local needs against available funding and will reprogram funds as required to address priority needs.

4. Summary of citizen participation process and consultation process

Citizen participation is a key component of the consolidated planning process. Glendale residents, especially those who are low-income or likely to be beneficiaries of federal CDBG, HOME, and ESG funding, are encouraged to participate in the development of the Year 2 Annual Action Plan, its substantial amendments and the CAPER. Per 24 CFR Part 91.105, citizen participation requirements should guide the development of the Consolidated Plan process. As part of the Maricopa HOME Consortium, the City of Glendale is a party to the Consortium's FY 2015-2019 Citizen Participation Plan. The plan was reviewed and it was determined that the City's citizen participation process is consistent with or exceeds the Consortium's requirements. For the program year 2 Annual Action Plan for FY 2016-2017, the City used a comprehensive process and strategies to elicit public comments which included:

- Publishing newspaper advertisements
- Distributing information on the City's website
- Mailing more than 180 invitations to representatives of non-profits agencies and other stakeholders to notify them of the grant application process
- Holding presentations and public hearings before the Community Development Advisory Committee (CDAC). The CDAC is a housing and community development advisory citizen committee appointed by the Mayor and City Council to oversee the annual grant application process and facilitate citizen participation in the CDBG, HOME, and ESG funding process, as well as the Consolidated Plan and Annual Action Plan processes. The CDAC conducts public hearings and meetings, reviews funding requests, and makes recommendations to the City Council on resource allocation
- Soliciting input from City of Glendale Planning, Economic Development, Building Safety, Water and Environmental Resources, and Marketing Departments
- Soliciting input from the City's Community Housing Division which administers the City's public housing and section 8 voucher programs
- Soliciting input from regional organizations including the Maricopa Association of Governments, ESG Collaboration Group, Maricopa HOME Consortium, and the Continuum of Care
- Publishing the Year 2 Annual Action Plan for a 30-day comment period from February 22, 2016 through March 22, 2016. An electronic copy of the AAP was placed on the City's website and hard copies were made available for review at City Hall, libraries, and other community locations
- Acknowledging comments received during the public comment period

Accommodations for public meetings and information on the Annual Action Plan were also made available for persons with disabilities, including the hearing impaired and persons with Limited English Proficiency. Meetings were held in the evenings and at times that would be convenient for working families including households with children.

5. Summary of public comments

The Year 2 Annual Action Plan was available for public comment for a 30-day period starting February 22, 2016 through March 22, 2016. No comments were received during the comment period from the general public. One member of the CDAC did express an interest in the availability of additional resources for education.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments received were rejected by the City.

7. Summary

The City has established objectives and outcomes for the use of federal CDBG and ESG funds. In addition, the City, through the Maricopa HOME Consortium, has established objectives and outcomes for the use of HOME funds.

The City utilizes a citizen participation plan to guide the process for identifying the projects and activities that will be funded in an effort to address the objectives and outcomes identified. The CDAC is an integral part of that process.

Through this process, for FY 2016-17, the City will fund public service activities, housing activities, public facility projects and public improvements to assist the elderly, youth, disabled, homeless and other low and moderate income residents.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and related Annual Action Plans, and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	CITY OF GLENDALE	Community Revitalization
ESG Administrator	CITY OF GLENDALE	Community Revitalization

Table 1 – Responsible Agencies

Narrative

The City of Glendale's Community Revitalization Division, located at 5850 West Glendale Avenue, Suite 107, Glendale, Arizona 85301, is the lead and responsible agency for the development of the Annual Action Plan (AAP) for CDBG and ESG funds.

The Maricopa HOME Consortium, located at 234 N. Central, Third Floor, Phoenix, AZ 85004, is the lead agency for HOME funds and for the development of the Annual Action Plan for HOME funds.

Consolidated Plan Public Contact Information

The contact person for the Consolidated Plan and related Annual Action Plans is:

Gilbert Lopez, Revitalization Manager, 5850 West Glendale Avenue, Suite 107, Glendale, Arizona 85301

Telephone: (623) 930-3670

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

In its operation of the federal block grant programs, the City works with local and statewide governmental agencies and non-profit organizations, as well as other City departments, to ensure funds are allocated equitably and related services are provided to the City of Glendale residents.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City consulted with public and private agencies, the state and the public housing authority for preparation of the Year 2 Annual Action Plan.

The City provides funding for several social service providers that are based in Glendale, AZ to provide services to the residents of Glendale. These agencies include St. Vincent De Paul and Arizona YWCA of Metro Phoenix. The City's Community Housing Division is responsible for addressing the rental housing needs of low and very low-income Glendale households that cannot afford housing in the private market through the administration of the federally funded Section 8 Housing Choice Voucher program and Conventional Public Housing programs. The City provides CDBG public services funding to support seniors, disabled, youth, education, homeless prevention, food banks and other social services.

The City consulted with its housing authority, which is a City Divisional Unit, by including staff representatives in the public meetings and conducting interviews with housing authority management. The housing authority's Action Plan was also reviewed.

In addition, the City consulted with staff from related City departments, specifically the City's Community Action Program (CAP) that assists low-to-moderate income residents experiencing financial hardships or crisis. CAP provides various types of assistance to prevent homelessness, such as case management, information and referral to local social service agencies. CAP provides direct financial assistance for eligible households. The Glendale CAP partnered with Glendale 11, a local television station, to prepare a video information guide for those seeking assistance with rent, mortgage and utility bills. The video explains the appointment policy, eligibility requirements, required documentation, rules, and regulations for those applicants residing in government housing, receiving child support, social security benefits, or veterans' assistance benefits. The video includes frequently asked questions and contact information and is posted on the City's website.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Glendale is a participant in the Phoenix/Mesa/Maricopa County Regional Continuum of Care (CoC) and is a member of the Maricopa Association of Governments (MAG). The City provides support to the Maricopa Continuum of Care and countywide non-profits that provide services to persons who are homeless, including chronically homeless.

The City also participates in the ESG Collaboration Group. The ESG collaboration group is a team of ESG grantees that meet once a month to coordinate best practices and consistent procedures related to the ESG program performance standards and efforts to end homelessness.

The MAG Continuum of Care Regional Committee on Homelessness is responsible for developing the Regional Plan to End Homeless and prepares the CoC application for funding to support homeless assistance programs.

The City of Glendale participates with MAG's regional Point-In-Time Homeless Street and Shelter Count and provides data to HUD for the Housing Inventory Count Report. The City utilizes this data to develop strategies to address homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City receives ESG funds and consults with Continuum of Care (CoC) as part of the process to prioritize the needs to address homelessness, the allocation of ESG funding, and performance standards. To ensure the participation of the homeless population in the planning process, the City of Glendale engages in regional activities and dialogue with the State of Arizona and the CoC Committee on Homelessness. An example of a successful regional collaborative effort is the region's Annual Homeless Count. The City's collaboration is intended to use the most current and accurate information available to design and implement necessary housing and social service assistance to bring homeless persons back into our workforce, schools, faith-based institutions, and other community institutions as well as facilitate them becoming stable. The City consulted with the CoC to discuss the best method to allocate funding to non-profit agencies. The City will focus on homeless prevention and rapid re-housing activities.

The City of Glendale's new homeless coordinator will be collaborating with MAG/CoC committee on homelessness to assist with the regional homeless survey to ensure homeless participation. The survey will be conducted on the streets and through the City's non-profits partners to assist with planning and strategy development for the specific needs of homeless families and individuals. Components of the survey will include:

- Understanding the nature and extent of the current trends in homelessness in Glendale
- Responding to the unmet needs and gaps in services for homeless individuals and families
- Developing local community and countywide strategies to meet the goal of ending homelessness

The City has consulted, and will continue to consult, with the CoC regarding the performance standards for activities funded under ESG to discuss the best method to capture data utilizing HMIS. Some general performance standards that will be used are:

- Unduplicated number of persons or households prevented from becoming homeless
- Unduplicated number of persons or households assisted from emergency shelters into permanent housing
- Timely distribution of funds

As the program progresses, performance standards will be developed based on the needs of the community and regulatory guidance. All outcomes will be reviewed and measured for effectiveness, as required.

2. Agencies, groups, organizations and others who participated in the process and consultations

Name of Agency
Continuum of Care Committee on Homelessness
ESG Collaboration Group
Glendale Housing Authority
Community Development Advisory Committee
Local Non-Profit Providers

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Regional Plan to End Homelessness	MAG – Continuum of Care	Goals and strategies for the use of federal funds to address homelessness are consistent

Table 3 - Other local / regional / federal planning efforts

Narrative

In accordance with Annual Action Plan requirements, the City solicited public comments on the Year 2 Annual Action Plan. Public hearings and public meetings were conducted before the Community Development Advisory Committee (CDAC) to gather input from citizens, community agencies, and from City departments.

Specifically, the CDAC conducted a public hearing during the 30-day public comment period on March 17, 2016, and the Glendale City Council conducted a public hearing on April 26, 2016, prior to approving the Annual Action Plan for submission to HUD.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In order to ensure broader participation, residents were given multiple opportunities to comment on the plan during the plan development and the completed plan was available for a 30-day comment period. Efforts were made to provide accommodations and give opportunities to persons with disabilities and persons with Limited English Proficiency to provide input and public comments. Some provisions were made to provide auxiliary aids to persons with disabilities, the notices and Plan documents could be provided in alternative formats and public notices were available to non-English speaking individuals. Meetings were held at a time of day that would facilitate the participation of members of the public who work and information and notices were provided through the City's website for persons not wishing or able to attend meetings.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	• Glendale Residents • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities	CDAC members present. No additional members of the public were in attendance	Interest was expressed in identifying additional resources for education	N/A	http://www.glendaleaz.com/CommunityPartnerships/PlansandAssessments.cfm

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	• Glendale Residents • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities	Applicants for grant funds attended one of two public hearings specifically held to hear applicant presenta-tions. CDAC members asked questions to clarify information presented	Information presented was used as a basis for allocating funds to applicants. No other public comments were received	N/A	http://www.glendaleaz.com/CommunityPartnerships/PlansandAssessments.cfm
3	30-Day Comment Period	• Glendale Residents • Minorities • Non-English Speaking - Specify other language: Spanish • Persons with disabilities	AAP including funding recommend-ations was made available for 30 days in hard copy at various City locations and on the City's website	None	N/A	http://www.glendaleaz.com/CommunityPartnerships/PlansandAssessments.cfm

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1, 2)

Introduction

The City of Glendale receives Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) funding directly from HUD as a participating entitlement jurisdiction. The City also receives HOME Investment Partnership Program (HOME) funds from Maricopa County as a member of the Maricopa HOME Consortium. The first year funding for the five year Consolidated Plan was confirmed by HUD and used as a basis to estimate the available federal resources for the five year period by multiplying the first year allocation by five. In subsequent years, the actual annual allocation for each year may vary depending on appropriations for Community Planning and Development programs. Goals, objectives and activities have been adjusted in the Year 2 Annual Action Plan to accommodate anticipated funding amounts. The City also factors in an estimate of program income that is to be received each year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Reminder of ConPlan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	public - federal	Acquisition, Administration and Planning, Economic Development, Housing, Public Improvements, Public Services	$2,200,786	$45,000	$-0-	$2,200,786	$6,602,358	The expected amount available for the Year 2 AAP is $45,000 of program income

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Reminder of ConPlan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
ESG	public - federal	Financial Assistance, Overnight shelter, Rapid re-housing (rental assistance), Rental Assistance, Services, Transitional housing	$189,758	$-0-	$-0-	$189,758	$569,274	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

During FY 2016-2017, the City of Glendale will be utilizing HOME funds from the Maricopa County HOME Consortium for the City's Housing Rehabilitation programs and to fund the construction of new affordable housing in partnership with Habitat for Humanity. HOME funds will be combined with CDBG housing rehabilitation funds to assist residents. For new construction of housing for ownership, HOME funds will be leveraged with private sector funds and labor and material donations in partnership with Habitat for Humanity. For housing programs that may include downpayment and closing cost assistance for owner-occupied housing rehabilitation, the federal funds may be leveraged with first mortgages or home improvement loan from private sector lending institutions. Required HOME match will be provided through donated time, services and dollars from Habitat for Humanity. In addition, the City contributes general funds to assist with the HOME match requirements.

Funds for public improvements including physical improvements to public facilities, ADA ramp improvements to sidewalks, and ADA modifications to City parks will be leveraged with the City general fund allocations to benefit City residents. CDBG funds for demolition and code enforcement will be leveraged with general funds to achieve the City's objectives. General fund allocations are contained in the City's budget. The planning and administrative costs of managing the federal grant programs such as some staff costs are also funded from general fund dollars.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

In the past, the City of Glendale has purchased lots of land through its partnership with Habitat for Humanity of Central Arizona for infill/new construction of homes for low and very-low income households using mainly HOME funds. Due to the change in HOME regulations, all of the City's recent acquisitions have been carried out using Neighborhood Stabilization Program (NSP) funds. Usually, Habitat will purchase a dilapidated non-repairable house using NSP funds which will then be demolished through the City's Voluntary Demolition Program and used for infill/new construction. In addition, the City has an inventory of land banked properties purchased with NSP funds that are slated for senior housing but one of those parcels may be converted to potentially develop a housing subdivision.

Discussion

The City does not have access to surplus land for the purposes of building affordable housing. Any acquisition would happen through the actions of a non-profit organization.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Retain Affordable Housing - City Administered	2016	2019	Affordable Housing	Citywide	Rehabilitation of existing units - DH	CDBG: $574,222	Homeowner Housing Rehabilitated: 34 Housing Units
2	Retain Affordable Housing - Subrecipient	2016	2019	Affordable Housing	Citywide	Rehabilitation of existing units - DH	CDBG: $443,717	Homeowner Housing Rehabilitated: 180 Housing Units
3	Increase Accessibility of Housing Units	2016	2019	Affordable Housing Public Housing	Citywide	Rehabilitation of existing units - DH	CDBG: $52,526	Public Facility or Infrastructure Activities for Low/Moderate Income Benefit: 377 Households Assisted
4	Eliminate Blighting Conditions	2016	2019	Non-Housing Community Development	Glendale Downtown Redevelopment Target Area Citywide CDBG Target Areas - 85301 and 85302	Code Enforcement	CDBG: $62,552	Public Facility and Low/Moderate Income Benefit: 226,721 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Improve Quality and Quantity of Public Facilities	2016	2019	Homeless Non-Housing Community Development	Citywide CDBG Target Areas - 85301 and 85302	General Public Facilities and Improvements	CDBG: $65,774	Public Facility or Infrastructure Activities other than Low/Moderate Income Benefit: 1,625 Persons Assisted
6	Improvements to Parks and Recreational Facilities	2016	2019	Non-Housing Community Development	CDBG Target Areas - 85301 and 85302	Parks and Recreational Facilities incl ADA Needs	CDBG: $179,518	Public Facility or Infrastructure Activities other than Low/Moderate Income Benefit: 108,068 Persons Assisted
7	Business Improvements	2016	2019	Economic Development	Glendale Downtown Redevelopment Target Area	Business Improvements	CDBG: $52,202	Business Assistance: 5 Businesses
8	Increase Public Service for Battered and Abuse	2016	2017	Non-Homeless Special Needs	Citywide	Public Services for Domestic Violence	CDBG: $13,605	Public service activities other than Low/Moderate Income Benefit: 22 Persons Assisted
9	Increase Public Service for Seniors	2016	2017	Non-Homeless Special Needs	Citywide	Public Services for Seniors	CDBG: $77,153	Public service activities other than Low/Moderate Income Benefit: 727 Persons Assisted
10	Increase Availability of Public Service for Youth	2016	2017	Non-Housing Community Development	Citywide	Public Services - Youth	CDBG: $31,321	Public service activities other than Low/Moderate Income Benefit: 1,125 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
11	Increase Public Services to Persons wth Disability	2016	2017	Non-Homeless Special Needs	Citywide	Services to Persons with Disabilities	CDBG: $52,202	Public service activities other than Low/Moderate Income Benefit: 320 Persons Assisted
12	Availability of Public Services-Fair Housing	2016	2017	Non-Housing Community Development Fair Housing	Citywide	Public Services - General	CDBG: $12,803	Public service activities other than Low/Moderate Income Benefit: 383 Persons Assisted
13	Increase Quality and Quantity of Public Services	2016	2017	Non-Housing Community Development	Citywide	Public Services - General	CDBG: $12,529	Public service activities other than Low/Moderate Income Benefit: 587 Persons Assisted
14	Availability of Public Services-Homeless	2016	2017	Homeless	Citywide	Shelters and Homeless Prevention Services	CDBG: $130,505	Homelessness Prevention: 385 Persons Assisted
15	Homeless Services incl. Transitional Housing	2016	2018	Affordable Housing Homeless	Citywide	Shelters and Homeless Prevention Services	ESG: $61,394	Homeless Person Overnight Shelter: 331 Persons Assisted
16	Homeless Prevention/Rapid Rehousing	2016	2018	Affordable Housing Homeless	Citywide	Shelters and Homeless Prevention Services	ESG: $114,132	Rapid Rehousing: 147 Households Assisted
17	Retain Affordable Housing - City Administered	2016	2019	Affordable Housing	Citywide	Rehabilitation of existing units	HOME: $252,412	Homeowner Housing Rehabilitated: 3 Housing Units
18	Retain Affordable Housing - Subrecipient	2016	2019	Affordable Housing	Citywide	New Housing Construction	HOME: $252,412	Homebuyer Housing: 3 Housing Units

Table 6 - Goals Summary

Goal Descriptions

1	**Goal Name**	Retain Affordable Housing - City Administered
	Goal Description	CDBG funds will be used to address the rehabilitation of owner occupied housing units for low and moderate income households and will be administered by the City
2	**Goal Name**	Retain Affordable Housing - Subrecipient
	Goal Description	The City will address the rehabilitation of owner occupied housing units for low and moderate-income households using a a subrecipient agreement with Habitat for Humanity of Central Arizona
3	**Goal Name**	Increase Accessibility of Housing Units
	Goal Description	Public housing rental units will be rehabilitated using CDBG funds to improve accessibility of public housing units
4	**Goal Name**	Eliminate blighting conditions
	Goal Description	Reduce or eliminate slum and blighted conditions on a spot or area basis within a designated redevelopment area and improve code compliance through voluntary demolition of dilapidated structures and rehabilitation of a public facilities or non-profit owned building
5	**Goal Name**	Improve Quality and Quantity of Public Facilities
	Goal Description	Make Improvements to parking lot and existing sidewalk in zip code 85302, physical improvements to youth facility
6	**Goal Name**	Improvements to Parks and Recreational Facilities
	Goal Description	Make ADA improvements including ramp improvements to sidewalks and modifications to parks and community centers in zip codes 85301 and 85302 (census tracts - 926, 928.01, 928.02, 931.05, 929, 931.04, 930.02, 931.01,932, 923.11, 923.12, 925, 924.01, 924.02, 930.01, 927.17, 927.18, and 927.15)
7	**Goal Name**	Business Improvements
	Goal Description	Provide physical improvements to business owners in the redevelopment area
8	**Goal Name**	Increase Public Service for Battered and Abused
	Goal Description	Provide increased services for individuals facing domestic violence

9	**Goal Name**	Increase Public Service for Seniors
	Goal Description	Provide increased or similar level of public services for seniors
10	**Goal Name**	Increase Availability of Public Service for Youth
	Goal Description	Provide an increased or similar level of public services to children from ages 6 through 18
11	**Goal Name**	Increase Public Services to Persons wth Disability
	Goal Description	Provide increased or similar level of public services for persons with disabilities not including ADA improvements
12	**Goal Name**	Availability of Public Services-Fair Housing
	Goal Description	The City will provide public services to further fair housing in the City and will be carried out in conjunction with other local and regional fair housing activities to further the City's certification to affirmatively further fair housing and to help address any impediments to fair housing choice identified in the City's 2015 Analysis of Impediments to Fair Housing Choice
13	**Goal Name**	Increase Quality and Quantity of Public Services
	Goal Description	Provide an increased or similar level of public services for other groups not specifically identified previously such as general assistance
14	**Goal Name**	Availability of Public Services-Homeless
	Goal Description	Provide public services including eviction prevention, rent assistance and case management for persons who are homeless or at risk of being homeless
15	**Goal Name**	Homeless Services Including Transitional Housing
	Goal Description	Provide homeless services including emergency shelter operating costs, homelessness prevention, and transitional housing for homeless
16	**Goal Name**	Homeless Prevention/Rapid Rehousing
	Goal Description	Provide homelessness prevention activities especially rapid re-housing
17	**Goal Name**	Retain Affordable Housing - City Administered
	Goal Description	HOME funds will be used to address the rehabilitation of owner occupied housing units for low and moderate income households and will be administered by the City
18	**Goal Name**	New production of affordable housing units
	Goal Description	HOME funds will be used to acquire property and build new affordable housing

Table 7 – Goal Descriptions

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following section provides the list of approved projects/activities for the use of entitlement grant funds under the Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME) and Emergency Solutions Grant (ESG) for FY 2016-2017.

CDBG grant: The City received an entitlement grant of $2,200,786.

ESG Grant: The City received an entitlement grant of $189,758.

HOME Grant: The following activities are funded under HOME Investment Partnership (HOME) through the Maricopa County HOME Consortium for FY 2016-2017, and only appear as projects in the Maricopa Home Consortium's Annual Action Plan for FY 2016-2017 (A total of $514,115 in HOME funds will be received in FY 2016-2017):

Habitat for Humanity Central Arizona –Affordable Housing-New Construction (24 CFR 92.205) –Provide funding for site preparation and infrastructure improvements associated with the new construction of affordable single-family housing - $252,412

Residential Rehabilitation Program – Provide funding for residential rehabilitation for low and moderate-income homeowners of single-family owner-occupied homes - $229,571

HOME Program Administration (24 CFR 92.207) – Provide funding to the City of Glendale Community Revitalization Division for the administration of the HOME Program - $32,132

#	Project Name
1	Residential Rehabilitation Program- City Administered
2	Residential Rehabilitation -Glendale Emergency Home Repair Program
3	COG Public Housing ADA Compliance/Improvements
4	Neighborhood Preservation through Code Enforcement
5	Arizona YWCA Metropolitan Phoenix Renovations
6	Boys and Girls Clubs of Metro PHX Improvements
7	COG ADA Modification to City Parks Year 2
8	COG Renovation/Revitalization of Community & Recreation Centers
9	COG Visual Improvement Program (VIP)
10	Homeward Bound - Empowering Families
11	Arizona YWCA Metropolitan Phoenix Congregate Meals
12	DUET: Partners in Health & Aging Independence for Seniors
13	St. Mary's Food Bank Alliance-Glendale Home Delivery Program

#	Project Name
14	Aid to Adoption of Special Kids (AASK-AZ) AASK Mentoring Program
15	Back to School Clothing Drive Association
16	Boys and Girls Clubs of Metropolitan Phoenix (BGCMP)
17	Arizona YWCA Metropolitan Phoenix Home Delivered Meal Program
18	Community Legal Services -Fair Housing
19	Community Legal Services -Removing Barriers to Justice for Low-income Glendale Residents
20	COG Community Action Program (CAP)- Eviction Prevention Program
21	Society of St. Vincent de Paul - Keeping Families Together
22	CDBG Planning and Administration
23	Emergency Solutions Grant - ESG FY 2016-2017

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation Priorities

CDBG: Allocation priorities for the use of CDBG funds were based on the City's housing and community development needs assessment contained in the Consolidated Plan, deliberations of the Community Development Advisory Committee (CDAC) and City Council, as well as funding applications received through the City's competitive grant application cycle. The competitive application process relies on specific criteria and scoring to ensure that funds are allocated to the agencies that will use them in the most efficient and cost effective manner. Organizations providing housing and community development services to address underserved needs were also consulted regarding their current activity levels and the needs of their constituent population. The efficient use of previous year's resources and the field observations garnered by providers helped to determine levels of needs. The Comprehensive Housing Affordability Strategy (CHAS) data and other studies and planning documents were also used to guide the determination of priorities.

ESG: In addition to the above criteria such as the needs assessment, Request for Proposal responses, CDAC and City Council deliberations, and previous expenditures, the City consulted with the Continuum of Care in determining allocation priorities for ESG funding. The Continuum of Care coordinates regional efforts to address homelessness and shelter issues.

Obstacles to Addressing Underserved Needs

Ongoing efforts to address the identified needs despite dwindling financial resources at the federal, state and local levels requires the City to focus its funding on the activities of highest priority. HUD community development funding has been reduced by nearly 30% since FY 2010. Housing market conditions related to demand and supply of both rental and homeownership, as well as the availability of affordable housing, also determined the use of housing-related funding such as HOME Consortium allocations. The amount of available funding is simply not adequate to meet the demand based on

applications received by the City. The fact that many low and moderate-income households are cost burdened or severely cost burdened (spending more than 30% or 50% respectively of their income on housing expense) also remains an obstacle to addressing the underserved. The City is challenged to develop and implement a well-coordinated and integrated outcome-driven service delivery system that meets the City's housing and community development needs and goals.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Residential Rehabilitation Program- City Administered
	Target Area	Citywide
	Goals Supported	Retain Affordable Housing - City Administered Increase Accessibility of Housing Units
	Needs Addressed	Rehabilitation of existing units - DH
	Funding	$574,222
	Description	CDBG funding will be administered directly by City staff to carry out housing-rehabilitation activities on private residential owner-occupied units per CDBG regulations at 24 CFR 570.202, 570.201(i)
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	34 Households
	Location Description	Citywide

	Planned Activities	Planned activities include: • Residential Rehabilitation Program – Provide funding for residential rehabilitation for low and moderate-income homeowners of single-family owner-occupied homes. This program targets homeowners with incomes at or below 80% of median income. • Roof Repair/Replacement Program – Provide funding for roof repair or replacement to low and moderate-income homeowners. This grant program targets households at or below 60% of median income. • Exterior Rehabilitation Program – Provide funding for exterior improvement of single-family homes for low to moderate-income homeowners. The program targets households earning at or below 60% of median income. • Lead-Based Paint Hazard Reduction - Provide funding for the reduction of lead-based paint hazards in single-family homes rehabilitated under the Roof Repair/Replacement, Residential Rehabilitation, and Exterior Rehabilitation programs. • Temporary Relocation Program - Provide funding for temporary relocation for clients receiving services under the single family Residential Rehabilitation program. • Direct Delivery for the above activities.

2	**Project Name**	Residential Rehabilitation -Glendale Emergency Home Repair Program
	Target Area	Citywide
	Goals Supported	Retain Affordable Housing - Subrecipient
	Needs Addressed	Rehabilitation of existing units - DH
	Funding	$443,717
	Description	The City will enter into a subrecipient agreement with Habitat for Humanity of Central Arizona to provide emergency home repair services for low to-moderate income Glendale homeowners. These activities are eligible under CDBG regulations at 24 CFR 570.201(I) and 24 CFR 570.202
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	180 Households
	Location Description	Citywide
	Planned Activities	Activities will include home repairs that if not addressed in a timely manner have the potential of affecting the health and safety of the occupants and address items such as HVAC, plumbing and electrical issues.

3	**Project Name**	COG Public Housing ADA Compliance/Improvements
	Target Area	CDBG Target Areas -85301 and 85302
	Goals Supported	Increase Accessibility of Housing Units
	Needs Addressed	Rehabilitation of existing units - DH
	Funding	$52,526
	Description	The City of Glendale's Community Housing Division per CDBG regulations at 24 CFR 570.202(a)(2) will receive CDBG funds to complete ADA modifications to the sidewalks at Lamar Homes and to comply with full accessibility to persons who need these accommodations
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	377 Households
	Location Description	61st Avenue and West Lamar Road, Glendale, AZ
	Planned Activities	Activities will include ADA repairs that if not addressed in a timely manner have the potential of affecting the health and safety of the occupants.

4	**Project Name**	Neighborhood Preservation through Code Enforcement
	Target Area	Citywide
	Goals Supported	Eliminate blighting conditions
	Needs Addressed	Code Enforcement
	Funding	$62,552
	Description	Per CDBG regulations at 24 CFR 570.201(d), the City shall provide funding to employ a contract employee to conduct exterior inspections of residential properties and enforce City codes that preserve and improve neighborhoods
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	LMA, SBA
	Location Description	Citywide
	Planned Activities	Activities under this program will be to address slum and blighted conditions on a spot basis.

5	**Project Name**	Arizona YWCA Metropolitan Phoenix Renovations
	Target Area	CDBG Target Areas -85301 and 85302
	Goals Supported	Improve Quality and Quantity of Public Facilities
	Needs Addressed	General Public Facilities and Improvements
	Funding	$55,334
	Description	Per CDBG Regulations at 24 CFR 570.201(c), the City shall provide funding for physical improvements to resurface and restripe the existing parking lot and replace the sidewalks to ensure ADA compliance to public facility

	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	950 individuals
	Location Description	8561 North 61st Avenue, Glendale, AZ
	Planned Activities	Improvements will include repaving/resurfacing parking lot and sidewalks.

6	**Project Name**	Boys and Girls Clubs of Metro PHX Improvements
	Target Area	CDBG Target Areas -85301 and 85302
	Goals Supported	Improve Quality and Quantity of Public Facilities
	Needs Addressed	General Public Facilities and Improvements
	Funding	$10,440
	Description	Per CDBG Regulations at 24 CFR 570.201(c), the City shall provide funding for physical improvements to the Boys and Girls Club to construct a wall to restrict access to the club area thereby creating a second level of security
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	675 individuals
	Location Description	6420 West Maryland, Glendale, AZ 85301
	Planned Activities	Renovations that will include construction of a wall to provide second level security to the club area.

7	**Project Name**	COG ADA Modification to City Parks Year 2
	Target Area	CDBG Target Areas -85301 and 85302
	Goals Supported	Improvements to Parks and Recreational Facilities
	Needs Addressed	Parks and Recreational Facilities incl ADA Needs
	Funding	$61,906
	Description	Per CDBG Regulations at 24 CFR 570.201(c), the City shall provide funding for physical improvements under the American Disabilities Act (ADA) for parks within zip codes 85301 and 85302 in the City
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	LMA
	Location Description	CDBG Target Areas -85301 and 85302
	Planned Activities	Modifications will include ramps, pathway access, and other improvements that will allow persons with disabilities to use these facilities.

8	**Project Name**	COG Renovation/Revitalization of Community & Recreation Centers
	Target Area	CDBG Target Areas -85301 and 85302
	Goals Supported	Improvements to Parks and Recreational Facilities
	Needs Addressed	Parks and Recreational Facilities incl ADA Needs
	Funding	$117,612
	Description	Per CDBG Regulations at 24 CFR 570.201(c), the City shall provide funding for physical improvements to Glendale Community Center, Rose Lane Recreation Center, and O'Neil Recreation Center
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	LMA
	Location Description	Citywide
	Planned Activities	Some of the planned activitities will be interior renovations to the centers.

9	**Project Name**	COG Visual Improvement Program (VIP)
	Target Area	Glendale Downtown Redevelopment Target Area
	Goals Supported	Eliminate blighting influences and properties
	Needs Addressed	Business Improvements
	Funding	$52,202
	Description	Per CDBG Regulations at 24 CFR 570.201(c), the City shall provide funding for the Visual Improvement Program (VIP) that allows for the reimbursement of up 50% of eligible rehabilitation cost for qualified businesses
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	5 Businesses
	Location Description	Glendale Downtown Redevelopment Target Area
	Planned Activities	Planned acitivities are external improvements such as painting, new windows, facades, signage, permenent landscaping, and awnings.

10	**Project Name**	Homeward Bound - Empowering Families
	Target Area	Citywide
	Goals Supported	Increase Public Services for Battered and Abused
	Needs Addressed	Public Services – Domestic Violence
	Funding	$13,605
	Description	Per CDBG regulations re Public Services (24 CFR 570.201(e), the City shall provide funding to operate and maintain 3 scattered-site family units to empower families that are facing domestic violence
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	22 individuals
	Location Description	Citywide
	Planned Activities	Stable housing, life skills and other services to improve self-suffiency.

11	**Project Name**	Arizona YWCA Metropolitan Phoenix Congregate Meals
	Target Area	Citywide
	Goals Supported	Increase Public Service - Seniors
	Needs Addressed	Public Services for Seniors
	Funding	$47,397
	Description	Per CDBG regulations re Public Services (24 CFR 570.201(e), the City shall provide funding to Arizona YWCA Metropolitan Phoenix to provide public services in the areas of meals for seniors
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	448
	Location Description	8561 North 61st Avenue, Glendale, AZ 85302
	Planned Activities	Congregate meals are provided for seniors who are presumed to be low and moderate-income

12	**Project Name**	DUET: Partners in Health & Aging Independence for Seniors
	Target Area	Citywide
	Goals Supported	Increase Public Service - Seniors
	Needs Addressed	Public Services for Seniors Services to Persons with Disabilities
	Funding	$14,095
	Description	Per CDBG regulations re Public Services (24 CFR 570.201(e), the City shall provide funding to local and regional non-profit organizations to provide public services in the assistance to homebound seniors and adults with disabilities to remain in their own homes
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	110
	Location Description	Citywide
	Planned Activities	Services will assist homebound seniors and adults with disabilities. Services will include transportation to medical appointments, grocery shopping, home visits, and phone calls.

13	**Project Name**	St. Mary's Food Bank Alliance-Glendale Home Delivery Program
	Target Area	Citywide
	Goals Supported	Increase Public Service for Seniors
	Needs Addressed	Public Services - Seniors
	Funding	$15,661
	Description	Per CDBG regulations re Public Services (24 CFR 570.201(e), the City shall provide funding to St. Mary's Food Bank to provide public services in the areas of home delivered food boxes for seniors
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	169
	Location Description	Citywide
	Planned Activities	Monthly home food box delivery assistance to seniors.

14	**Project Name**	Aid to Adoption of Special Kids (AASK-AZ) AASK Mentoring Program
	Target Area	Citywide
	Goals Supported	Increase Availability of Public Service for Youth
	Needs Addressed	Public Services - Youth
	Funding	$10,440
	Description	Per CDBG regulations re Public Services (24 CFR 570.201(e), the City shall provide funding to AASK-AZ to provide public services in the areas of mentoring to foster youth
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	50
	Location Description	Citywide
	Planned Activities	Program match with caring adult mentors with special focus on teens aging out of foster care. Services include recruitment, screening, training, monitoring and support.

15	**Project Name**	Back to School Clothing Drive Association
	Target Area	Citywide
	Goals Supported	Increase Availability of Public Service for Youth
	Needs Addressed	Public Services - Youth
	Funding	$10,440
	Description	Per CDBG regulations re Public Services (24 CFR 570.201(e), the City shall provide funding to Back to School Clothing Drive Association to provide public services in the areas of new clothes and school supplies for youth
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	400
	Location Description	Citywide
	Planned Activities	Provide new school clothes and supplies to low-income youth, grades K-6.

16	**Project Name**	Boys and Girls Clubs of Metropolitan Phoenix (BGCMP)
	Target Area	Citywide
	Goals Supported	Increase Availability of Public Service for Youth
	Needs Addressed	Public Services - Youth
	Funding	$10,440
	Description	Per CDBG regulations re Public Services (24 CFR 570.201(e), the City shall provide funding to Boys and Girls of Metropolitan Phoenix to provide public services in the areas of youth development for youth ages 6-18 years
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	675
	Location Description	Citywide
	Planned Activities	Provide youth development programs designed to achive academic sucess, good character, citizenship and healthy life style choices.

17	**Project Name**	Arizona YWCA Metropolitan Phoenix Home Delivered Meal Program
	Target Area	Citywide
	Goals Supported	Increase Public Service for Seniors Increase Public Services to Persons with Disability
	Needs Addressed	Public Services - Seniors Services to Persons - Disabilities
	Funding	$50,202

	Description	Per CDBG regulations re Public Services (24 CFR 570.201(e), the City shall provide funding to Arizona YWCA Metropolitan Phoenix to provide public services in the areas of home delivered meals for seniors and/or disabled adults
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	320
	Location Description	Citywide
	Planned Activities	Home delivered meals are provided for seniors and disabled adults who are presumed to be low- and moderate-income.

18	**Project Name**	Community Legal Services -Fair Housing
	Target Area	Citywide
	Goals Supported	Availability of Public Services-Fair Housing
	Needs Addressed	Public Services - General
	Funding	$12,803
	Description	Community Legal Services -Fair Housing. The City will provide public services to further fair housing in the City and will be carried out in conjunction with other local and regional fair housing activities to further the City's certification to affirmatively further fair housing and address any impediments to fair housing choice identified in the City's 2015 Analysis of Impediments to Fair Housing Choice.
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	383
	Location Description	Citywide
	Planned Activities	Legal services related to fair housing for individuals and fair housing outreach workshops and seminars will be conducted for professionals and with community residents

19	**Project Name**	Community Legal Services -Removing Barriers to Justice for Low-income Glendale Residents
	Target Area	Citywide
	Goals Supported	Increase Quality and Quantity of Public Services
	Needs Addressed	Public Services - General
	Funding	$12,529
	Description	Per CDBG regulations re Public Services (24 CFR 570.201(e), the City shall provide funding to Community Legal Services to provide public services in the area of legal representation with critical, civil legal problems to low-income Glendale residents.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	587
	Location Description	Citywide
	Planned Activities	Provide public services in the area of legal representation with critical, civil legal problems to low-income Glendale residents.

20	**Project Name**	COG Community Action Program (CAP)- Eviction Prevention Program
	Target Area	Citywide
	Goals Supported	Availability of Public Services - Homeless
	Needs Addressed	Public Services - Homeless
	Funding	$67,863
	Description	Per CDBG regulations re Public Services (24 CFR 570.201(e), the City shall provide funding through it Community Action Program Division to provide public services in the area of eviction prevention assistance, for very-low, low and moderate-income households or persons.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	65 Households
	Location Description	Citywide
	Planned Activities	Families will be provided with rental assistance to help them catch up with rent arrears or to make one time payments to avoid eviction

21	**Project Name**	Society of St. Vincent de Paul - Keeping Families Together
	Target Area	Citywide
	Goals Supported	Availability of Public Services - Homeless
	Needs Addressed	Public Services - Homeless
	Funding	$62,643

	Description	Per CDBG regulations re Public Services (24 CFR 570.201(e), the City shall provide funding to local and regional non-profit organizations to provide public services in the areas of eviction and homeless assistance for very-low, low and moderate-income households or persons.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	320 individuals
	Location Description	Citywide
	Planned Activities	Services will assist persons who are homeless or at risk of becoming homeless.

22	**Project Name**	CDBG Planning and Administration
	Target Area	Glendale Downtown Redevelopment Target Area Citywide CDBG Target Areas -85301 and 85302
	Goals Supported	Retain Affordable Housing - City Administered & Subrecipient Increase Accessibility of Housing Units Improvements to Parks and Recreational Facilities Increase/Availability of Public Service for Seniors, Youth, Persons with Disability, Homeless, & Fair Housing Eliminate blighting influences and properties Improve/Increase Quality and Quantity of Public Facilities & Public Services

	Needs Addressed	Rehabilitation of existing units - DH Code Enforcement/Demolition General Public Facilities and Improvements Public Services for Seniors, Disabled, Youth, Homeless & General Parks and Recreational Facilities incl ADA Needs Street Improvements Shelters and Homeless Prevention Services Employment Training Job Creation/Retention
	Funding	$440,157
	Description	CDBG Program Administration/Planning 24 CRF 570.205 and 570.26 - Provide funding to the City of Glendale's Community Revitalization Division for the administration of the CDBG program
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	All planning and administrative activities to carry out the program.

23	**Project Name**	Emergency Solutions Grant - ESG FY 2016-2017
	Target Area	Citywide
	Goals Supported	Homeless Services incl. Transitional Housing Homeless Prevention/Rapid Rehousing
	Needs Addressed	Shelters and Homeless Prevention Services
	Funding	$189,758

	Description	ESG Funds will be used to support Emergency Shelter Operations and Services ($61,394) Homeless Prevention Activities-Rapid Re-Housing ($114,132), and Program Administration ($14,232)
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	478
	Location Description	Citywide
	Planned Activities	The following are the agencies, activities and level of ESG funding for FY 2016-2017: Assistance for Emergency Solutions and Transitional Housing Operating Costs (24 CFR 576.21(a)(3)) • A New Leaf Faith House Emergency Shelter– Operational expenses for an emergency shelter for battered women over the age of 18 and their minor children -$25,581 • Streetlight USA Shelter Services – Housing and care for sex trafficked girls with intense trauma symptoms with education and counseling -$10,232 • UMOM New Day Centers – Emergency Shelters for Families – Critical shelter and comprehensive wrap-around services to homeless children and families -$25,581 Homeless Prevention, Rapid Re-Housing and HMIS • A New Leaf –Rapid Re-Housing – Assist families and individuals in regaining permanent housing through rental assistance and case management - $36,366 • Central Arizona Shelter Services- Rapid Re-Housing – Assist families and individuals in regaining permanent housing through rental assistance and case management - $31,720 • City of Glendale Community Action Program (CAP) Rapid Re-Housing – Assist families and individuals in regaining permanent housing through rental assistance and case management - $46,046 ESG Program Administration (24 CFR 576.21(a) (5) - City of Glendale Community Revitalization Division for the administration of the ESG Program - $14,323

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Glendale has identified low to moderate-income target areas where more than 51% of the populations are households with incomes at 80% of the Area Median Income as defined and adjusted annually by HUD. However, for the most part, the City does not direct its assistance based on those target areas. The Census Tracts which contain a higher concentration of low/mod income persons are 924, 925, 926, 926.01, 926.02, 926.05, 927.15 927.17, 927.18, 928, 930.01, and 930.02. The CDBG, ESG, and HOME regulations allow for resources to be allocated based on the income characteristics of beneficiaries. As such, the City allocates its resources for public service activities, affordable housing, and emergency home repair citywide. CDBG and ESG funding allocations for public service are allocated on a citywide basis. See attached maps illustrating the City's low to moderate-income target areas.

CDBG-funded public facilities and infrastructure improvement activities will be located in the City's low to moderate-income census tracts if they meet an area benefit national objective. Such activities will be carried out in the target areas and the City's Downtown Redevelopment Target Area (DRTA), as adopted by the City Council. Public facilities and improvements will be focused in zip codes 85301 and 85302.

CDBG funded public facilities and infrastructure improvement activities will also be carried out in non-designated areas. Such public facilities and improvement activities will benefit limited clientele (special needs) populations.

Geographic Distribution

Target Area	Percentage of Funds
CDBG Target Areas -85301 and 85302	19%

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Generally, allocation of funds is not based on geographic priorities except that geography is factored in an allocation where an area benefit national objective is used under the CDBG program.

Discussion

See above

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

During FY 2016-2017, the City of Glendale will utilize CDBG public service funds and ESG funds to address the housing and supportive service needs of homeless individuals and families as well as supportive services for non-homeless members of special needs groups. The City made available $330,118 of its CDBG allocation for public service activities. The available funds were allocated across the following categories: homeless activities $130,506; domestic violence activities $13,605; senior activities $77,153; youth activities $31,320; general assistance $25,332; and activities for persons with disabilities $52,202. The City will receive an ESG allocation of $189,758. The City will use the ESG funds for homeless prevention activities and emergency shelter operation costs.

The specific activities, funding source and funding amounts are identified below.

Housing and Supportive Services for Homeless Persons - $306,032

- City of Glendale Community Action Program will receive $67,863 in CDBG funding for emergency rental assistance to prevent evictions for eligible households
- The Society of St. Vincent de Paul will receive $62,643 in CDBG funding for the Keeping Families Together program
- A New Leaf Faith House will receive $36,366 in ESG funding Rapid Re-housing services and $25,581 for operation costs of its emergency shelter
- Central Arizona Shelter Services (CASS) will receive $31,720 in ESG funding for its Rapid Re-Housing Program
- City of Glendale CAP office will receive $46,046 in ESG funding for its Rapid Re-Housing Program
- Streetlight USA will receive $10,232 for shelter operating costs
- UMOM New Day Centers, Inc. will receive $25,581 of ESG funds for emergency shelters for families

Supportive Services for Non-Homeless Populations - $114,505

- Arizona YWCA Metropolitan Phoenix will receive $47,397 in CDBG funding to provide congregate meals to seniors
- Arizona YWCA Metropolitan Phoenix will receive $52,202 in CDBG funds to operate the home-delivered meal program to seniors and persons with disabilities
- Duet-Partners in Health and Aging will receive $14,905 in CDBG funds to assist homebound seniors and disabled stay in their homes

The Maricopa Association of Governments (MAG) administers the Continuum of Care process. The City of Glendale is a member of the Continuum of Care Regional Committee on Homelessness. The CoC adopted a Ten-Year Plan to End Homelessness in 2006 and oversees the implementation of the plan as well as the tracking of progress to meet the goals and objectives. MAG is currently in the process of updating its Plan to End Homelessness, and the City of Glendale is providing input into the development of the updated plan.

Describe the jurisdiction's one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In terms of assessing the individual needs of homeless persons, the CoC is currently creating a countywide centralized intake and client tracking system with the goal of enhancing CoC services to better assist homeless persons.

The City of Glendale will use CDBG and ESG funding to assist homeless individuals and families and the agencies receiving the funding will conduct an assessment of the needs of the persons they plan to serve.

In order to determine the beneficiary eligibility for ESG assistance and the level and type of assistance needed to move the individual or family to stable permanent housing, ESG subrecipients must conduct an initial evaluation per 24 CFR 576.401. Evaluations must be conducted according to the centralized or coordinated assessment requirements under regulations at §576.400(d) and written standards at §576.400(e).

Eligibility and type of assistance will be determined during the intake application for households receiving Homeless Prevention and Rapid Re-Housing assistance. Income eligibility will be determined using the HUD standard for calculating annual income, specifically meeting the requirement that household income must not exceed 30% of the area median income as established by HUD and updated annually.

Addressing the emergency shelter and transitional housing needs of homeless persons

In order to address emergency shelter and transitional shelter needs of homeless persons, the City will continue to provide financial support to agencies that operate shelter facilities. In FY 2016-2017, the City will fund three emergency shelters with ESG funding: A New Leaf Faith House; Streetlight USA; and UMOM New Day Centers.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

One of the goals identified in the Ten-Year Plan to End Homelessness is to advocate for intensive aftercare in order to ease transition for people exiting emergency and transitional shelters. The agencies the City funds take action to ensure that persons moving to permanent housing achieve housing stability. The City supports the need to transition homeless individuals and families into permanent housing and independent living as soon as reasonable. For this reason, the City will provide ESG funds to three activities specifically addressing rapid re-housing of homeless individuals

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions) or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

During the program year, the City will provide CDBG and ESG funding for homeless prevention activities that include emergency rental/utility assistance payments and rapid re-housing services.

Specifically, the City's Community Action Program Division will receive CDBG funding of $67,863 that will assist persons with incomes at or below 50% AMI. The City also plans to utilize ESG funds for Rapid Re-housing programs. The City's CAP office, CASS and A New Leaf will receive ESG funding from the City in FY 2016-2017 for their rapid re-housing activities. Rapid re-housing programs provide case management, support services, referrals for services, and financial rent assistance. The objectives of the program are to improve the life and social skills of participants, increase awareness of community resources, and assist participants to obtain employment to maintain permanent housing.

Discussion

In addition to HUD resources, the City of Glendale Community Action Program (CAP) receives funding from a number of federal, state and local sources to assist the elderly, disabled and other low and moderate income residents with a number of services designed to help keep families stable in their homes.

AP-75 Barriers to Affordable Housing - 91.420, 91.220(j)

Introduction

According to the City of Glendale Analysis of Impediments to Fair Housing Choice 2015, the most common identified barriers to affordable housing is the cost burden and severe cost burden faced by both renters and owners. Some costs include the cost of land, cost of construction and infrastructure, permit fees, impact fees, developer interest, taxes, zoning, and insufficient financial resources.

Actions is planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:

The actions that will take place in FY 2016-2017 to remove barriers to affordable housing include:

- Reduce permit fees when applicable
- Reduce impact fees when applicable
- Downpayment assistance for income-qualified homebuyers and other leveraged private funds for affordable housing

Discussion:

During FY 2016-2017, the City of Glendale will preserve affordable housing and increase the affordable housing stock for households with income at 0-80% AMI by implementing or funding the following activities:

- Utilize CDBG and HOME funding for the rehabilitation of owner-occupied housing units and to support Habitat for Humanity in developing new affordable housing units
- Address accessibility barriers for elderly and persons with disabilities
- Implement and coordinate public housing in the City by providing Section 8 vouchers to eligible households
- Provide financial assistance to households facing eviction with emergency rental assistance

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

In order to ensure that the City of Glendale's goals and objectives are met, City staff will employ strategies that ensure underserved needs are met, affordable housing is developed and maintained, lead based paint hazards are reduced, poverty levels are reduced and the coordination of housing and community development activities is conducted. The City will leverage funding from private and other non-federal public resources, identify and secure new funding sources, address homeless needs with local and regional coordination efforts, and address aging infrastructure and public improvements in low and moderate-income neighborhoods to meet underserved needs. Affordable and safe housing will be addressed through providing funding for homeownership, accessibility, emergency financial assistance, public housing, and lead paint hazards. The number of families at the poverty level will be reduced by addressing homeless prevention and rapid re-housing for self-sufficiency. The Community Revitalization staff will coordinate local and regional housing and community development efforts in Glendale. City staff will use the Community Development Advisory Committee (CDAC) to prioritize needs and allocate federal resources, and will work with the Maricopa County Continuum of Care to meet needs of homeless persons.

Actions planned to address obstacles to meeting underserved needs

The City of Glendale, like most communities, is faced with a lack of sufficient resources to effectively address underserved needs. During FY 2016-2017, the City plans to undertake the following actions to address obstacles to meeting underserved needs:

- Funding projects and activities that leverage funding from other public and private resources to increase the impact of projects and benefit more low and moderate-income residents
- Provide support for agencies that serve LMI, homeless individuals and families, and persons at risk of homelessness using CDBG and ESG funding
- Benefit low and moderate income neighborhoods by addressing aging infrastructure, other public improvement and public facility needs
- Continue to participate in regional and countywide efforts such as MAG, the CoC and the ESG Collaboration Group to ensure resources are used in a coordinated effort and address the highest priority needs of homeless persons and families
- Apply for new funding opportunities from Federal and/or State sources and support funding applications for other organizations in the City or region

Actions planned to foster and maintain affordable housing

During FY 2016-2017, the City of Glendale will preserve affordable housing and increase the affordable housing stock for households with income between 0-80% AMI by implementing or funding the following activities:

- Utilize HOME funding for the rehabilitation of owner-occupied housing units and to support Habitat for Humanity in developing new affordable housing units
- Address accessibility barriers for elderly and persons with disabilities
- Implement and coordinate public housing in the City by providing Section 8 vouchers to eligible households
- Provide financial assistance to households facing eviction with emergency rental assistance

Actions planned to reduce lead-based paint hazards

The City will address lead-based paint hazards with the implementation of the rehabilitation program. HUD regulations, at 24 CFR Part 35, require that lead-based paint hazards be controlled before the rehabilitation of housing units, particularly if children under the age of 6 occupy the units. The City will conduct the required LBP assessment based on the level of federal funds invested in the rehabilitation of units constructed prior to 1978.

Actions planned to reduce the number of poverty-level families

Primarily, the City will utilize ESG funding for homeless prevention and rapid re-housing programs along with services that lead to self-sufficiency. Also, the City will require and ensure that its subrecipients collect, maintain, and report data with regards to the need of clients in order to prioritize actions and resources to address the greatest needs of families below the poverty level.

Actions planned to develop institutional structure

The Glendale Community Revitalization Division currently coordinates with several City departments, non-profit organizations, and other public entities to meet the goals and objectives of the Consolidated Plan. In order to continue improving the institutional structures with the goal of maximizing benefits for LMI persons and achieving performance outcomes, the City will continue to participate in regional committees, provide and/or support training for staff and providers in the areas of affordable housing, fair housing, economic development, and community development, and pursue closer relations with non-profit housing and service providers.

Actions planned to enhance coordination between public and private housing and social service agencies

During FY 2016-2017, the City will utilize CDBG, HOME, and ESG funding to support both public and private housing programs including programs operated by social service agencies. The City will continue to utilize the services of the CDAC to review applications for funding and make funding recommendations. The housing and supportive services needs of homeless persons will also be addressed by participation in the CoC and funding for social service agencies.

Discussion

N/A

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City projects program income of $45,000 for FY 2016-17 and for subsequent years under the Consolidated Plan. However, if program income is received the City will allocate those funds in the same program year. The City does not intend to spend any CDBG funds on urgent need activities.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. The years covered that include this Annual Action Plan are 2015, 2016.	90.00%

Emergency Solutions Grant (ESG)

Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The City requires that subrecipients develop written standards that are consistently applied within the agencies' programs. ESG subrecipients must conduct an initial evaluation to determine the eligibility of each individual or family seeking ESG assistance. The eligibility determination is conducted during the intake process and the amount and types of assistance the individual or family needs to regain stability in permanent housing are determined. Subrecipients utilize the HUD published income limits that are updated annually to determine income eligibility for program participation. Documentation is collected to show that the participant lacks sufficient resources to remain in his/her home or enter new housing without ESG assistance. If there are changes in the income of the program participants, subrecipients are required to re-evaluate the eligibility and needs of the households. The City has a program policies and procedures binder which is used to guide it programs. The binder is incorporated by reference. ESG standards for providing assistance are included in the agreements with service providers.

The City is working with the Continuum of Care and the ESG Collaboration Group to standardize the contracting, eligibility determination and reporting documentation for the ESG program. The Maricopa Association of Governments (MAG) and Maricopa County Human Services are jointly leading the group's efforts. The ESG Collaboration Group also includes the State of Arizona; the cities of Phoenix, Mesa and Glendale; Valley of the Sun United Way, and Community Information and Referral.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

Centralized or Coordinated Assessment System

The Maricopa Association of Governments (MAG) administers the regional Continuum of Care. According to the MAG CoC Regional Committee on Homelessness Governance Charter and Operating Policies, the CoC approved the Service Prioritization Decision Assessment Tool (SPDAT) and the Family SPDAT as the region's common assessment tool. The tool was developed in collaboration with municipalities, homeless services providers, and funders. The goal of the Coordinated Assessment System is to end homelessness quickly and effectively by following a housing first approach. The assessment system provides multiple access points throughout the region, streamlines the referral process, and prioritizes individuals and families with the highest level of needs. The CoC is currently in the process of implementing the coordinated assessment system.

Homeless Management Information System (HMIS)

HMIS is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless. The HMIS is being coordinated through the Maricopa CoC. ESG subrecipients are required to report program participant-level data such as the number of persons served and their demographic information in the HMIS database, in accordance with HUD published HMIS and data standards, and other community standards as may be adopted by the City of Glendale and/or the CoC.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The City of Glendale's Community Revitalization Division has an established process for accepting competitive applications from non-profit social service organizations that carry out activities and implement programs that are eligible for ESG funding. Applications also include grass-roots faith-based and other community organizations. Some faith based organizations such as St. Mary's Food Bank Alliance and A New Leaf received funding through CDBG and ESG. The Community Development Advisory Committee (CDAC) is a citizen committee appointed by the Mayor and City Council. The CDAC makes funding recommendations to the City Council for community development programs including CDBG, HOME, and ESG. Recommendations are subject to approval by the City Council and become part of the City's Annual Action Plan.

During FY 2016-2017, the City will receive an ESG allocation of $189,758 of which $14,232 or 7.5% will be used for administrative costs. The CDAC recommended ESG funding of $175,526 to the following agencies carrying out homeless prevention activities and operating emergency shelters:

Homeless Prevention Activities - $114,132:

- A New Leaf – Rapid Re-Housing Services --- $36,366
- Central Arizona Shelter Services (CASS) – Rapid Re-Housing ---- $ 31,720
- City of Glendale Community Action Program (CAP) --- $46,046

Shelter Operational Costs for Homeless Service Activities - $61,394:

- A New Leaf – Faith House Emergency Shelter Operations --- $25,581
- Streetlight USA – Shelter Operating Costs – Utilities --- $10,232
- UMOM New Day Centers, Inc. – Emergency Shelter for Families --- $25,581

Grant Administration - $14,232:

- Community Revitalization Division --- $14,232

ESG funding - $189,758

4. **If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.**

The Continuum of Care is governed by a Board, which is the decision making body for the CoC, and receives input from CoC committees including the CoC Regional Committee on Homelessness. The City of Glendale is a member of the CoC Regional Committee on Homelessness. The City will meet the requirement at 24 CFR 576.405(a) because at least one homeless or formerly homeless individual serves on the CoC board as well as on the Committee on Homelessness. The Committee on Homelessness is responsible for making recommendations and providing input to the CoC Board.

5. **Describe performance standards for evaluating ESG.**

The City will evaluate performance under the ESG program primarily by tracking beneficiaries assisted with homeless prevention or rapid re-housing and individuals and families provided with emergency shelter. The City will also use the timely distribution of funds as a performance standard. Program outcomes will be reported in the Consolidated Annual Evaluation Report (CAPER). The City will monitor ESG subrecipients to ensure that funds have been spent on eligible costs and that the program regulations and requirements have been met. The City will also consult with the CoC on meeting regional goals to end homelessness as identified in the Ten-Year Plan to End Homelessness. The ESG program requires that the City must provide a 100% match from other sources. The City shall ensure that match amounts including other grants, cash, general funds, in kind services/costs are tracked and documented for both its own operations and the operations of its subrecipients under the program.

Discussion

AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA) ss.
)
COUNTY OF MARICOPA)

I, Kelly Lyons of
The Glendale Star
A newspaper of general circulation published and printed in the City of Glendale, County of Maricopa, State of Arizona, do solemnly swear that a copy of the notice, in the matter of:
NOTICE OF HEARING
Annual Action Plan
City of Glendale, Arizona

As per clipping attached, was published weekly in the regular and entire edition of the said newspaper, and not in any supplement hereof, for a period of 1 consecutive week(s), as follows, to wit:
03/10/16

(s) _____
Kelly Lyons

Subscribed and sworn to before me,
This 10th day of March, 2016

(s) _____
Notary Public
My Commission Expires:

ROGER TOOPS
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 14, 2018

IMPROVEMENT PROJECT (CDBG), A COMMERCIAL PROJECT LOCATED AT 7032 N 56TH AVENUE, GLENDALE, AZ 85301
THIS PROJECT PROVIDES AN OPPORTUNITY FOR SECTION 3 BUSINESSES FOR BIDDING & POTENTIAL FOR SECTION 3 JOB OPPORTUNITIES. DAVIS BACON IS APPLICABLE
THE DOCUMENTS EXPLAINING THE SCOPE OF WORK WILL BE AVAILABLE BY EMAILING JMACFARLANE@GLENDALEAZ.COM UNTIL 4:00PM ON MARCH 16TH, 2016 AFTER WHICH A MANDATORY BID CONFERENCE WILL BE HELD ON MARCH 17TH, 2016 AT 11:00AM AT 7032 N 56TH AVENUE, GLENDALE, AZ 85301.
EACH BID WILL BE IN ACCORDANCE WITH SPECIFICATIONS AND INSTRUCTIONS CONTAINED THEREIN AND ALL FEDERAL RULES AND REGULATIONS WILL APPLY.
EACH BID SHALL BE SEALED, IDENTIFIED AND RECEIVED BY THE CITY OF GLENDALE, COMMUNITY REVITALIZATION OFFICE AT 5850 W GLENDALE AVE, SUITE 107, GLENDALE, AZ 85301-2599 ON OR BEFORE THURSDAY, MARCH 31ST, 2016 @ 10:00 AM.
IF THERE ARE ANY QUESTIONS REGARDING THE BID PROCESS OR BID DOCUMENTS, PLEASE CONTACT JAMIE MACFARLANE @ COMMUNITY REVITALIZATION OFFICE AT 623-930-3670 OR JMACFARLANE@GLENDALEAZ.COM
THE CITY OF GLENDALE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES.
CITY OF GLENDALE
BY: KEVIN R. PHELPS
CITY MANAGER
Publish The Glendale Star
March 10, 2016

INSURANCE BROKER AND RELATED CONSULTING SERVICES
THE PROPOSAL DOCUMENT IS AVAILABLE ON THE INTERNET HOME PAGE AT HTTP://WWW.GLENDALEAZ.COM/PURCHASING.
EACH PROPOSAL SHALL BE IN ACCORDANCE WITH SPECIFICATIONS AND INSTRUCTIONS CONTAINED THEREIN.
EACH PROPOSAL SHALL BE SEALED, IDENTIFIED AND RECEIVED BY THE CITY OF GLENDALE AT 5850 WEST GLENDALE AVENUE, SUITE 317, GLENDALE, ARIZONA, 85301 BEFORE 2:00 P.M. LOCAL TIME, MARCH 30, 2016.
THE CITY OF GLENDALE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND TO WAIVE INFORMALITIES.
CITY OF GLENDALE
BY: KEVIN R. PHELPS
CITY MANAGER
Publish The Glendale Star
March 10, 2016

PEOPLE WHO READ NEWSPAPERS ARE
BETTER INFORMED VOTERS

NOTICE OF HEARING

GLENDALE

NOTICE OF HEARING
GLENDALE

PUBLIC NOTICE
CITY OF GLENDALE
PUBLIC HEARING FOR ANNUAL ACTION PLAN
FISCAL YEAR (FY) 2016-2017

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS (HOME)
EMERGENCY SOLUTIONS GRANTS (ESG)

Notice is hereby given that the Community Development Advisory Committee (CDAC) will hold a public hearing on **Thursday, March 17, 2016, at 6:30 p.m.**, at *Glendale City Hall Municipal Office Complex, Meeting Room B-3, located at 5850 W. Glendale Avenue, Glendale, Arizona.* The purpose of the public hearing is to accept public comments on the FY 2016-2017 Annual Action Plan.

The Annual Action Plan (AAP) describes the proposed activities to be funded with FY 2016-17 CDBG, HOME, and ESG entitlements. The AAP is part of the Five-Year Consolidated Plan covering the five-years ending with FY 2019-2020, and addresses strategic implementation of grant-funded activities for Glendale. The Annual Action Plan must be submitted to the U.S. Department of Housing and Urban Development (HUD) on or before May 15, 2016.

In addition, the Maricopa HOME Consortium (HOME Consortium), comprised of the cities of Avondale, Chandler, Glendale, Peoria, Scottsdale, Surprise, Tempe, the Town of Gilbert, and the County of Maricopa, will prepare and submit an AAP for the HOME Program. Maricopa County will hold a separate public hearing on the HOME Consortium's proposed AAP.

The estimated amount of funding available for FY 2016-2017 for each of these programs is as follows:
Community Development Block Grant – $2,200,786
Emergency Solutions Grants – $180,758
Home Investment Partnerships Program – $514,115

Copies of Glendale's draft AAP is available for review and comment from **February 22, 2016, to March 22, 2016** at the following city locations:

- Reference desk at the Glendale Main Public Library, 5959 W. Brown Street
- Reference desk at the Velma Teague Branch Library, 7010 N. 58th Avenue
- Reference desk at the Foothills Branch Library, 19055 N. 57th Avenue
- Community Revitalization Division, 5850 W. Glendale Avenue, Suite 107
- Glendale Community Housing Administration Office, 6842 N. 61st Avenue

The draft AAP can also be reviewed online on the City of Glendale's website as follows: http://www.glendaleaz.com/CommunityPartnerships/PlansandAssessments.cfm, under the heading Annual Action Plans (AAP) & Consolidated Plan (Con-Plan), click on FY 2016-2017 Annual Action Plan (DRAFT).

Copies of the HOME Consortium's AAP will be available through the Maricopa HOME Consortium.

Interested citizens and community groups are invited to attend the public hearing. The CDAC will solicit public comments from interested parties. If citizens would like more information regarding this process, please call Mr. Gilbert Lopez, Revitalization Manager at (623) 930-3670.

City facilities are wheelchair accessible. For special accommodations, please contact Community Revitalization at (623) 930-3670 at least three business days prior to the meeting. Hearing impaired persons, please use the Arizona Relay Service Number 711 or Glendale TDD (623) 930-2197.

ASISTENCIA EN ESPANOL: Para que le interpreten la solicitud en espanol, llame al (623) 930-3670.

Kevin R. Phelps
City Manager
City of Glendale

Publish: The Glendale Star
March 10, 2016

GLENDALE

2:30	What to Expect	Maricopa Now	ADOT Quarterly	Arizona's Economy	What to Expect
3:00	Conn Jackson	ADOT Quarterly	Conn Jackson	Maricopa Now	Maricopa Bicycling
3:30	Arizona Wildlife Views	Veterans Views	Arizona Wildlife Views	ADOT Quarterly	Glendale Insider
4:00	Sky Harbor	In the Fight	Sky Harbor	Air Quality	Conn Jackson
4:30	Glitter & Glow 2015	Glendale Insider	Maricopa Now	Glendale Civic Center	Planning & Zoning
5:00	Countdown to Glitters	Arizona Wildlife Views	Glendale Insider	Glendale A to Z	Meeting
5:30	Glendale Insider	Planning & Zoning	Pet Showcase	Glendale Insider	Marty Robbins
6:00	Glendale Glitters 2015	Meeting	Glendale Civic Center	Glendale	Glendale Insider
6:30	Chocolate Affaire	Pet Showcase	From the Heart	Code	Glendale Today
7:00	Pet Showcase	Glitter & Glow 2015	State Budget	Compliance	Glendale Glitters 20
7:30	Glendale	Countdown to Glitters	Townhall	Glitter & Glow 2015	Pet Showcase
8:00	Code	Glendale Glitters 2015	Glendale Today	Visit Glendale	Glitter & Glow 2015
8:30	Compliance	Glendale Today	Chocolate Affaire	Annual Meeting	Chocolate Affaire
9:00	Glendale Today	Glendale	Glendale Glitters 2015	Glendale Today	City Council
9:30	Countdown to Glitters	Code	Visit Glendale	Chocolate Affaire	Budget
10:00	Visit Glendale	Compliance	Annual Meeting	Glendale Insider	Workshop
10:30	Annual Meeting	Chocolate Affaire	Glendale Today	Countdown to Glitters	
11:00	Glendale Insider	City Council	Glitter & Glow 2015	Glendale Glitters 2015	
11:30	Glendale Glitters 2015	Meeting	Glendale Insider	City Council	
12:00	City Council		City Council	Meeting	Glendale Today
12:30	Meeting	Glendale Today	Meeting		Visit Glendale
1:00		Visit Glendale		Glendale Today	Annual Meeting
1:30	Glendale Today	Annual Meeting	Glendale Today	Planning & Zoning	City Council
2:00	Glitter & Glow 2015	Glendale Glitters 2015	Planning & Zoning	Meeting	Workshop
2:30	Chocolate Affaire	Glendale Insider	Meeting	Glendale Insider	
3:00	Marty Robbins	City Council	Countdown to Glitters	Chocolate Affaire	Glendale Today
3:30	State Budget	Meeting	Glendale Insider	Marty Robbins	From the Heart
4:00	Townhall		Glendale	Visit Glendale	Glendale Insider
4:30	Glendale Today	Glendale Today	Code	Annual Meeting	Glendale Civic Cente
5:00	Glitter & Glow 2015	Glendale A to Z	Compliance	Countdown to Glitters	Glendale A to Z
5:30	Glendale Insider	Glitter & Glow 2015	Easy Riders	Glendale Today	Visit Glendale
6:00	Chocolate Affaire	Glendale Glitters 2015	Visit Glendale	Glendale Civic Center	Annual Meeting
6:30	City Council	State Budget	Annual Meeting	Glendale Insider	State Budget
7:00	Meeting	Townhall	Glitter & Glow 2015	State Budget	Townhall
7:30		Countdown to Glitters	Glendale Glitters 2015	Townhall	Chocolate Affaire
8:00	Glendale Today	Glendale Insider	City Council	Glendale Glitters 2015	Glendale Insider
8:30	Planning & Zoning	Chocolate Affaire	Meeting	Chocolate Affaire	Countdown to Glitter
9:00	Meeting	City Council		Glitter & Glow 2015	Glendale Today
9:30	Visit Glendale	Meeting	Glendale Today	City Council	Glendale Civic Cente
10:00	Annual Meeting		Countdown to Glitters	Meeting	Glitter & Glow 2015
10:30	Glendale Insider	Glendale Today	Pet Showcase		Glendale Glitters 201
11:00	Countdown to Glitters	Visit Glendale	Glendale Insider	Glendale Today	Glendale Insider
11:30	From the Heart	Annual Meeting	Chocolate Affaire	Glendale Insider	Making of Stadium

Glendale 11 TV Guide printed weekly courtesy of The Gle

OVER ONE MILLION C
March 1/2 Price Sale ~ Wholesale To The Public ~ We

Ocotillo Freshly Dug 6'-10' $20.00
FREE Cactus Book
Beautiful 24" box Yucca's
Saguaro Approx. 2 Foot $65.00
Golden Barrel 5 Gal. $15.00
Assorted 15 Gal. Trees $29.99

AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA) ss.
)
COUNTY OF MARICOPA)

I, Kelly Lyons of
The Glendale Star
A newspaper of general circulation published and printed in the City of Glendale, County of Maricopa, State of Arizona, do solemnly swear that a copy of the notice, in the matter of:
Annual Action Plan
City of Glendale, Arizona

As per clipping attached, was published weekly in the regular and entire edition of the said newspaper, and not in any supplement hereof, for a period of 2 consecutive week(s), as follows, to wit:
2/18/16
2/25/16

(s) _____
Kelly Lyons

Subscribed and sworn to before me,
This 25th day of February, 2016

(s) _____
Notary Public
My Commission Expires:

ROGER TOOPS
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 14, 2018

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essary items in your car, never bring in a weapon or contraband. Check in with the court staff, be polite to them. They will tell you which courtroom to go to.

Fourth: Go into the courtroom and wait for your name to be called. It is respectful to stand when the judge comes into the courtroom or leaves the courtroom. When the judge calls your case, walk up to the desk and have a seat. There is a formal process for this hearing and the judge will explain it. You will get an opportunity to tell your story to the judge.

Fifth: After hearing the case, the judge will make a decision of responsible or not responsible.

Remember, traffic rules are made to protect everyone, including you. Do your share by obeying the rules of the road. If you make a mistake, be sure and take care of it.

The above refers to civil traffic tickets only. As always, with any legal matter, consider consulting an attorney.

Judge Watts can be reached at www.DonaldWatts.Info.

ona seeks Crossing rds of the Year

is calling for nominations from Mari- ounties for its ninth annual Crossing r. The club will select one guard from winning school and guard will receive f AAA.

n form can be downloaded online at files/news-safety/crossing-guard-year-

and find out more at one of our two convenient West Valley donor centers.

1-877-UBS-HERO (827-4376)
www.UnitedBloodServicesAZ.org

State Farm

State Farm Fire and Casualty Company, State Farm General Insurance Co
State Farm Florida Insurance Company, Winter Haven,
State Farm Lloyds, Dallas, TX

1301394

CITY NOTICE

Public Notices from the City of Glendale

PUBLIC NOTICE GLENDALE **PUBLIC NOTICE** GLENDALE

CITY OF GLENDALE
ANNUAL ACTION PLAN
FISCAL YEAR (FY) 2016-2017

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS (HOME)
EMERGENCY SOLUTIONS GRANTS (ESG)

ANNUAL ACTION PLAN

The City of Glendale has developed an Annual Action Plan (AAP) that describes the proposed activities to be funded with FY 2016-17 CDBG, HOME, and ESG entitlements. The AAP is part of the Five-Year Consolidated Plan covering the five years ending with FY 2019-20 and addresses strategic implementation for Glendale.

In addition, the Maricopa HOME Consortium (HOME Consortium), comprised of the cities of Avondale, Chandler, Glendale, Peoria, Scottsdale, Surprise, Tempe, the Town of Gilbert, and the County of Maricopa, will prepare and submit an AAP for the HOME Program.

The Annual Action Plans must be submitted to the U.S. Department of Housing and Urban Development (HUD) on or before May 15, 2016. The Glendale City Council intends to conduct a public hearing regarding the city's proposed AAP at the **April 26, 2016** City Council meeting, at 6:00 p.m. Maricopa County will hold a separate public hearing on the HOME Consortium's proposed AAP.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
Glendale's CDBG entitlement for FY 2016-17 will be approximately $2,107,952. The total amount of CDBG funding available will be used to fund CDBG-eligible activities in FY 2016-17.
EMERGENCY SOLUTIONS GRANTS (ESG) PROPOSED FUNDING ALLOCATIONS
Glendale's ESG entitlement for FY 2016-17 will be approximately $185,448 and will be used to assist with the prevention of homelessness and to assist homeless individuals and families to move foward independent living.
HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
The City of Glendale's HOME allocation for FY 2016-17 will be approximately $469,146. The AAP for the Maricopa HOME Consortium contains information on the activities that will be funded during FY 2016-17.

The actual funding amounts are not yet known. The amounts allocated in the Annual Action Plan will be adjusted proportionally based on HUD's final allocations to the city and to the Maricopa HOME Consortium. This includes any adjustments due to the Budget Control Act of 2011.

A competitive grant application process was conducted during FY 2015-16. Certain eligible activities have been recommended for funding by the Community Development Advisory Committee (CDAC). These activities will meet one of the following national objectives:

24 CFR 570.208(a): Assist low- and moderate-income residents (L/M)
24 CFR 570.208(b): Aid in the prevention or elimination of slum and blight (S/B)
24 CFR 576.21(a)(3) : Aid in homeless prevention, emergency shelter, street outreach, rapid rehousing, and HMIS
24 CFR 92.205 HOME Final Rule Assist low- and moderate-income residents with affordable housing assistance

In addition, Glendale will also demonstrate compliance with the Cranston-Gonzalez National Affordable Housing Act, at Section 101 by certifying that not less than 70% of the funds awarded to activities will be spent for the benefit of low- and moderate-income residents over a one-year period (Fiscal Year 2016-17).

AVAILABILITY OF PROPOSED ANNUAL ACTION PLAN

Copies of Glendale's draft AAP will be available for review and comment from **February 22, 2016**, to **March 22, 2016,** at the following city locations:
1. Reference desk at the Glendale Main Public Library, 5959 W. Brown Street
2. Reference desk at the Velma Teague Branch Library, 7010 N. 58th Avenue
3. Reference desk at the Foothills Branch Library, 19055 N. 57th Avenue
4. Community Revitalization Division,5850 W. Glendale Avenue, Suite 107
5. Glendale Community Housing Administration Office, 6842 N. 61st Avenue

The draft AAP can also be reviewed online on the city of Glendale website as follows: http://www.glendaleaz.com/CommunityPartnerships/PlansandAssessments.cfm, under the heading Annual Action Plans (AAP) & Consolidated Plan (Con-Plan), click on **FY 2016-2017 Annual Action Plan (DRAFT)**.

Comments regarding the proposed AAP may be made on or before **March 22, 2016,** and should be directed to Gilbert Lopez, Revitalization Manager, Community Revitalization, 5850 W. Glendale Avenue, Suite 107, Glendale, AZ 85301, Phone Number (623) 930-3670, Fax (623) 435-8594. Hearing impaired persons, please use the Arizona Relay Service Number 711 or Glendale TDD (623) 930-2197.

Written comments may also be e-mailed to: Con-Plan@GlendaleAZ.com

PUBLIC HEARING FOR GLENDALE'S FY 2016-17 ANNUAL ACTION PLAN

A public hearing is scheduled for April 26, 2016, at 6:00 p.m., in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue, during a regularly scheduled City Council Meeting to allow for public comments/discussion about the proposed AAP. Immediately following the public hearing, and after all public comments have been considered, the City Council will take formal action on the AAP.

AVAILABILITY OF THE HOME CONSORTIUM ANNUAL ACTION PLAN

Copies of the HOME Consortium's AAP will be available through the Maricopa HOME Consortium. Requests to review this plan should be directed to Ms. Amy Jacobson, Assistant Director, Community Development, Maricopa County Human Services Department, 234 N. Central, Third Floor, Phoenix, AZ 85004, Phone Number (602) 372-1526, or alternate Fax (602) 506-6789.

City facilities are wheelchair accessible. For special accommodations, please contact Community Revitalization at (623) 930-3670 at least three business days prior to the meeting. Hearing impaired persons, please use the Arizona Relay Service Number 711 or Glendale TDD (623) 930-2197.

ASISTENCIA EN ESPANOL: Para que le interpreten la solicitud en espanol, llame al (623) 930-3670.

Kevin R. Phelps
City Manager
City of Glendale

PUBLISH: The Glendale Star
February 18 and 25, 2016

GLENDALE

PUBLIC NOTICE GLENDALE

CITY OF GLENDALE

NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN THAT the City of Glendale Water Services Advisory Commission will hold a public meeting on March 2, 2016, at 6:00 p.m. at the Oasis Water Campus, 7070 W. Northern Avenue, Glendale, AZ.
This is a regular meeting of the Water Services Advisory Commission. For further information, please visit the Water Services Advisory Commission website at http://www.glendaleaz.com/boardsandcommissions/WaterAdvisoryBoard.cfm, or call (623) 930-4177. Interested parties are invited to attend and participate in this public meeting, public comments will be received in the regular manner used at all City commission meetings. If you require special accommodations due to a disability, please contact the Water Services Department at least three (3) working days prior to the meeting for special accommodations. Hearing impaired persons should call the AZ Relay Service number 711, or Glendale TDD (623) 930-2197.

CITY OF GLENDALE
Kevin R. Phelps
City Manager

Publish The Glendale Star
February 25, 2016

NOTICE O PROPOS

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NOTICE IS HEREBY GI
GLENDALE, ARIZONA
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BY: RICHAR
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Publish The Glendale St
February 25, 2016

PUBLIC NOTICE GLENDALE **PUBLIC NOTICE**

NOTICE OF UNCLAIMED PERSONAL PROPERTY

NOTICE IS HEREBY GIVEN that the City of Glendale, Arizona is in possession described personal property which has been unclaimed for more than seven (7) the same, or his whereabouts, is unknown to the City of Glendale, Arizona.

ITEM #	DESCRIPTION
4232	SONY PSP W/GAMES
4233	ASSORTED JEWELRY
4234	VISTABLET MINI
4235	ASSORTED WATCHES
4236	SONY CYBERSHOT CAMERA
4237	OLYMPUS DIGITAL STYLUS-7000 CAMERA
4238	NINTENDO DS LITE
4239	BEAT HEADPHONES
4240	OLYMPIA TWO WAY RADIOS
4241	HEADPHONES
4242	POCKET JUICE MULTI-CHARGER
4243	TASCO REDDOT SIGHT
4244	SONY CYBER SHOT CAMERA
4245	ASSAULT RIFLE SCOPE-UNK BRAND
4246	MEN'S GOLD WATCH
4247	WOMEN'S NAUTICA WATCH
4248	KC MAN'S WATCH
4249	2011 US ARMY SERVICE IN PEACE HALF DOLLAR
4250	BLACK UNK MAN'S WATCH
4251	WHITE RING W/CLEAR STONE
4252	UNK MAN'S WATCH
4253	4 FEMALE WATCHES
4254	WHITE NECKLACE W/ASSORTED STONES
4255	YELLOW MENS RING
4256	ASSORTED WOMEN'S JEWELERY
4257	2 WOMENS RINGS
4258	YELLOW RING W/ 4 COLORED STONES
4259	YELLOW NECKLACE W/CLEAR STONE
4260	CRAFTMAN 6" SANDER
4261	BOSE WIRELESS SPEAKER
4262	GARMIN GPS
4263	GARMIN GPS
4264	DELL LAPTOP
4265	DELL LAPTOP
4266	DEWALT 1/2 DRILL W/BATTERY & CHARGER
4267	COMPAQ LAPTOP
4268	THREE SUPER HERO PHOTOS
4269	HITACHI G12SF2 4 1/2 DISC GRINDER
4270	9 ASSORTED WATCHES
4271	PULSE OXIMETER
4272	MISC COSTUME JEWELRY
4273	ASSORTED COOKING UTENSILS
4274	JABRA WIRELESS HEADSET
4275	NUMEROUS CUTICLE NIPPERS
4276	MISC BASEBALL MEMORABILIA
4277	FOREIGN CURRENCY, COINS, STAMPS, ENVELOPES, STERIC
4278	MISC TOOLS
4279	COLEMAN 800W POWER INVERTER
4280	RIDGID IMPACT DRILL
4281	ACER LAPTOP
4282	MAGLITE
4283	MONSTER HEADPHONES W/BAG
4284	MONSTER HEADPHONES
4285	ENERGY POWER SOUND BAR
4286	GOLDEN REPLICA OF UNITED STATES STAMPS
4287	GREAT NECK CORDLESS DRILL
4288	BLACK &DECKER SANDER
4289	SCHAUER BATTERY CHARGER
4290	GREENLEE MUTI/METER POWER FINDER
4291	ACER LAPTOP
4292	HP LATPTOP
4293	APPLE LAPTOP
4294	MAGNAVOX DVD RECORDER
4295	SHOP VAC CORP 1.75 HP WET/DRY VAC
4296	KOLCRAFT STROLLER

DEMAND IS HEREBY MADE upon all owners of the above described personal and proof of ownership of the same satisfactory to the officer named below wit the date of this notice.
FAILURE SO TO DO within the said thirty (30) day period shall be deemed to b said personal property and the same may be disposed of by the City of Glende
DATED this 25 February 2016.
By: JAMES PEER
Title: PROPERTY AND EVIDENCE SUPERVISOR
GLENDALE POLICE DEPARTMENT
6835 N. 57th DRIVE
GLENDALE, AZ 85301
(623) 930 3375
Publish The Glendale Star
February 25, 2016

AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA) ss.
)
COUNTY OF MARICOPA)

I, Kelly Lyons of
The Glendale Star
A newspaper of general circulation published and printed in the City of Glendale, County of Maricopa, State of Arizona, do solemnly swear that a copy of the notice, in the matter of:
NOTICE OF HEARING
Fiscal Year 2016-17
City of Glendale, Arizona

As per clipping attached, was published weekly in the regular and entire edition of the said newspaper, and not in any supplement hereof, for a period of 2 consecutive week(s), as follows, to wit:
12/10/15
12/17/15

(s) _____
Kelly Lyons

Subscribed and sworn to before me,
This 17th day of December, 2015

(s) _____
Notary Public
My Commission Expires:

ROGER TOOPS
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 14, 2018

ews	Veterans Views	Arizona Wildlife Views	ADOT Quarterly	Glendale Insider	Arizona Wildlife Views	Tap Into Water	3:30
	In the Fight	Sky Harbor	Air Quality	Corin Jackson	Maricopa Bicycling	What to Expect	4:00
15	Glendale A to Z	Maricopa Now	Glendale Civic Center	Arizona Wildlife Views	Sky Harbor	Sky Harbor	4:30
	Arizona Wildlife Views	Glendale Insider	Glendale A to Z	Planning & Zoning	Glitter & Glow 2015	Glendale Glitters 2014	5:00
r	Glendale Insider	Great Adventures	Glendale Insider	Meeting	Glendale Insider	Maricopa Now	5:30
ers 2014	Planning & Zoning	Glitter & Glow 2015	Glendale	Pet Showcase	Planning & Zoning	Glendale Insider	6:00
aire	Meeting	Countdown to Glitters	Code	Glendale Today	Meeting	Glendale	6:30
le	Glitter & Glow 2015	Easy Riders	Compliance	Glendale Glitters 2014	Glendale Today	Code	7:00
	Countdown to Glitters	Glendale Civic Center	Glitter & Glow 2015	Marty Robbins	Chocolate Affaire	Compliance	7:30
	Glendale Glitters 2014	Glendale Today	Visit Glendale	Countdown to Glitters	Super Bowl 49	Glitter & Glow 2015	8:00
e	Glendale Today	Chocolate Affaire	Annual Meeting	State of the City	Visit Glendale	Easy Riders	8:30
Today	Glendale	Glendale Glitters 2014	Glendale Today	Address 2015	Annual Meeting	Countdown to Glitters	9:00
n to Glitters	Code	Visit Glendale	Pet Showcase	Glitter & Glow 2015	Glendale Glitters 2014	Glendale Today	9:30
ters	Compliance	Annual Meeting	Glendale Insider	College Football Playoff	City Council	Super Bowl 49	10:00
ndale	Glendale Insider	Glendale Today	Countdown to Glitters	Glendale Insider	Workshop	Chocolate Affaire	10:30
Meeting	City Council	Glitter & Glow 2015	Glendale Glitters 2014	Glendale Today		Glendale Insider	11:00
ale Insider	Meeting	Glendale Insider	City Council	Gila River Arena	Glendale Today	City Council	11:30
ale Glitters 2014		City Council	Meeting	Visit Glendale	Glendale	Workshop	12:00
Council	Glendale Today	Meeting		Annual Meeting	Code		12:30
ting	Visit Glendale			Easy Riders	Compliance	Glendale Today	1:00
	Annual Meeting	Glendale Today	Planning & Zoning	City Council	What to Expect	Visit Glendale	1:30
ndale Today	Glendale Glitters 2014	Planning & Zoning	Meeting	Workshop	Glendale Insider	Annual Meeting	2:00
ndale Civic Center	What to Expect	Meeting	Super Bowl 49		Countdown to Glitters	Glendale Insider	2:30
Easy Riders	City Council	Countdown to Glitters	Glendale Civic Center	Glendale Today	Great Adventures	State of the City	3:00
Super Bowl 49	Meeting	Glendale Insider	Easy Riders	Glendale Insider	Glitter & Glow 2015	Address 2015	3:30
Chocolate Affaire		Glendale	Visit Glendale	Glitter & Glow 2015	Pet Showcase	Glendale Today	4:00
Countdown to Glitters	Glendale Today	Code	Annual Meeting	Super Bowl 49	Glendale Today	Countdown to Glitters	4:30
Glendale Today	Easy Riders	Compliance	Glendale Insider	Glendale	Glendale Glitters 2014	Easy Riders	5:00
Glitter & Glow 2015	From the Heart	Super Bowl 49	Glendale Today	Code	Glendale Insider	Glendale Glitters 2014	5:30
Glendale Insider	Glendale Civic Center	Visit Glendale	Glitter & Glow 2015	Compliance	From the Heart	Planning & Zoning	6:00
City Council	Chocolate Affaire	Annual Meeting	ADOT Quarterly	Glendale Insider	F-35 Unveiling	Meeting	6:30
Meeting	Glitter & Glow 2015	Easy Riders	Chocolate Affaire	ADOT Quarterly	State of the City	Glitter & Glow 2015	7:00
	Countdown to Glitters	Glendale Glitters 2014	Countdown to Glitters	Chocolate Affaire	Address 2015	Glendale Civic Center	7:30
Glendale Today	Glendale Insider	City Council	Marty Robbins	Pet Showcase	City Council	Glendale Today	8:00
Planning & Zoning	Super Bowl 49	Meeting	Glendale Glitters 2014	Countdown to Glitters	Workshop	City Council	8:30
Meeting	City Council		College Football Playoff	Glendale Today		Workshop	9:00
Visit Glendale	Meeting	Glendale Today	City Council	Glendale Civic Center	Glendale Today		9:30
Annual Meeting		Maricopa Now	Meeting	College Football Playoff	Visit Glendale	Glendale Insider	10:00
Glendale Insider	Glendale Today	State of the City		Glendale Glitters 2014	Annual Meeting	Glendale Arena	10:30
Chocolate Affaire	Visit Glendale	Address 2015	Glendale Today	Glendale Insider	Easy Riders	Visit Glendale	11:00
Easy Riders	Annual Meeting	Glendale Arena	Glendale Insider	Making of Stadium	Countdown to Glitters	Annual Meeting	11:30

Glendale 11 TV Guide printed weekly courtesy of The Glendale Star.

2:00 p.m. LOCAL TIME, JANUARY 20, 2016.
THE CITY OF GLENDALE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND TO WAIVE INFORMALITIES.
CITY OF GLENDALE
BY: RICHARD A. BOWERS
ACTING CITY MANAGER
Publish The Glendale Star
December 10, 2015

NOTICE OF PROPOSAL

GLENDALE

REVISED - NOTICE OF REQUEST FOR PROPOSALS

CITY OF GLENDALE
MUNICIPAL AIRPORT
NORTH APRON REHABILITATION
Project No. 151609
CONSULTING SERVICES

The City of Glendale is seeking a qualified consulting firm, or team, to provide design, preliminary cost estimating, permitting approvals and construction administration services for the rehabilitation of the aircraft north parking apron and taxilanes for the Glendale Municipal Airport. All improvements will be designed and constructed in conformance with applicable FAA specifications and Advisory Circulars.

All qualified firms interested in providing the required services are invited to submit their Statement of Qualifications (SOQ). All SOQ's must comply with the requirements specified in the Request for Proposals (RFP).

PROJECT DESCRIPTION

The Glendale Municipal Airport is located at 6801 North Glen Harbor Boulevard. The airport was constructed in 1986 and since this time the airport north apron area and north hanger taxilanes areas have received several pavement treatments. The qualified consultant shall investigate the north apron and hanger taxilanes pavement to determine the level of rehabilitation required. There is services included in this initial procurement.

PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held on ***Friday, December 18, 2015 at 10:00a.m.***, in the Glendale Municipal Airport 2nd floor conference room, 6801 N. Glen Harbor Boulevard. At this meeting, staff will discuss the scope of work, general contract issues and respond to questions from the attendees. Because City staff may not have time to respond to individual inquires regarding the scope outside of this pre-submittal conference, **it is recommended that interested firms send a representative to this pre-submittal conference.**

REQUEST FOR PROPOSAL PACKET

The RFP packet can be obtained at the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, AZ 85301, Office: (623) 930-3630 / Fax: (623) 915-2861.

To request the RFP Packet by email, please email Kathy Mitchell at (KMitchell@glendaleaz.com) or Michelle Lizarraga (MLizarraga@glendaleaz.com) referencing this RFP.

To request that a copy of the RFP packet be sent to your firm through the U.S. Mail or by courier service, fax or mail your request on your company letterhead referencing this RFP to the City of Glendale Engineering Department. If requesting to use a courier service the requestor must pay for and provide courier-shipping information.

Firms requesting an RFP Packet from the Engineering Department will be included on the Request for Qualifications Holders List, however, the City accepts no responsibility for receipt of the RFP packets.

Questions pertaining to the RFP or consultant selection process should be directed in writing or emailed to Bill Passmore, Engineering Department, City of Glendale, 5850 West Glendale Avenue, Glendale, AZ 85301, or bpassmore@glendaleaz.com.

The RFP submittal date is: Wednesday, December 30, 2015, no later than 2:00 p.m. Any proposal received after this time will not be considered and will be returned to the consultant.

CITY OF GLENDALE, ARIZONA
Publish The Glendale Star
December 10, 2015

NOTICE OF HEARING

GLENDALE

NOTICE OF HEARING

GLENDALE

PUBLIC NOTICE

CITY OF GLENDALE
PUBLIC HEARINGS FOR FISCAL YEAR 2016-2017
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG),
EMERGENCY SOLUTIONS GRANTS (ESG), AND
HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM FUNDS

Notice is hereby given that the Community Development Advisory Committee (CDAC) will hold **two public hearings in January, 2016,** to hear presentations from agencies who have submitted applications for CDBG, ESG, and/or HOME program funds for Fiscal Year (FY) 2016-2017.

The public hearings are scheduled for: **Monday, January 4, 2016; Thursday, January 14, 2016.** The hearings will be held at ***4:00 p.m., at Glendale City Hall Municipal Office Complex, Council Chambers, located at 5850 W. Glendale Avenue, Glendale, Arizona.***

The estimated amount of funding available for FY 2016-2017 for each of these programs is as follows:
Community Development Block Grant – $2,107,952
Emergency Solutions Grants – $185,448
Home Investment Partnerships Program – $469,146

Interested citizens and community groups are invited to attend the public hearings. The CDAC will solicit public comments from interested parties. If citizens would like more information regarding this process, please call Mr. Gilbert Lopez, Revitalization Manager at (623) 930-3670.

In addition to the public hearings listed above, the CDAC will hold public meetings to formulate their funding recommendations for the FY 2016-2017 grant funding requests. These meetings will be held at ***4:00 p.m. at Glendale City Hall Municipal Office Complex, Council Chambers on Thursday, January 7, 2016 and in Room B-3 on Thursday, January 21, 2016, located at 5850 West Glendale Avenue, as follows:***

- **Meeting #1 - Thursday, January 7, 2016** (CDBG Public Services and ESG Requests)
- **Meeting #2 - Thursday, January 21, 2016** (CDBG Physical Improvement and HOME Requests)

City facilities are wheelchair accessible. Please contact the Community Revitalization Division at (623) 930-3670 at least three (3) working days prior to the meeting for special accommodations. Hearing impaired persons please use the AZ Relay Service number 711, or Glendale TDD (623) 930-2197.

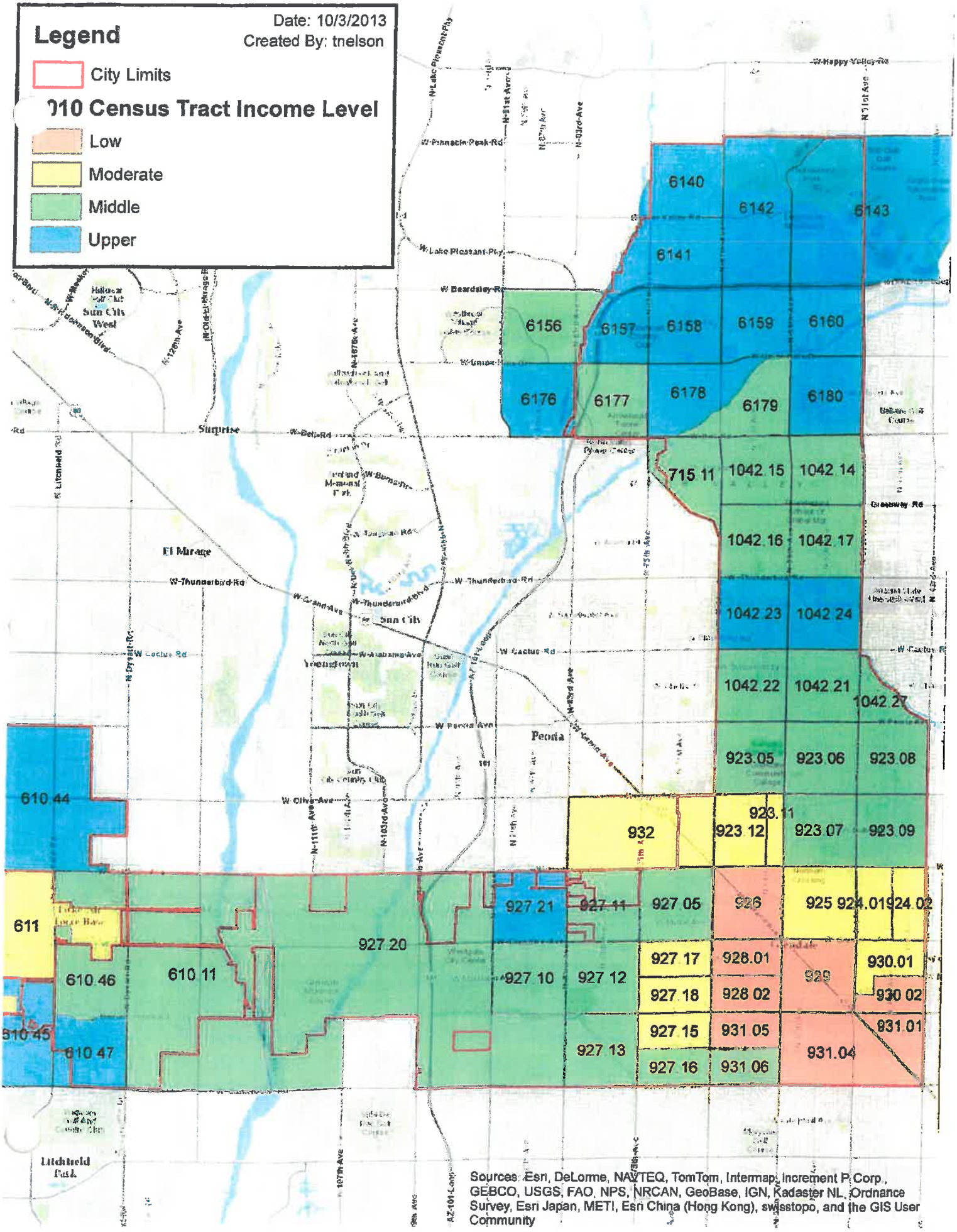
An English/Spanish translator will be available at the public hearings for citizens needing assistance.

Asistencia en espanol: Para que le interpreten la solicitud en espanol, llame al (623) 930-3670.

PUBLISH: The Glendale Star
December 10 and 17, 2015

GLENDALE

Geographical Maps


Legend
Date: 10/3/2013
Created By: tnelson
City Limits
010 Census Tract Income Level
Low
Moderate
Middle
Upper
6140
6142
6143
6141
6156
6157
6158
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927.21
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924.02
927.20
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610.46
610.11
927.10
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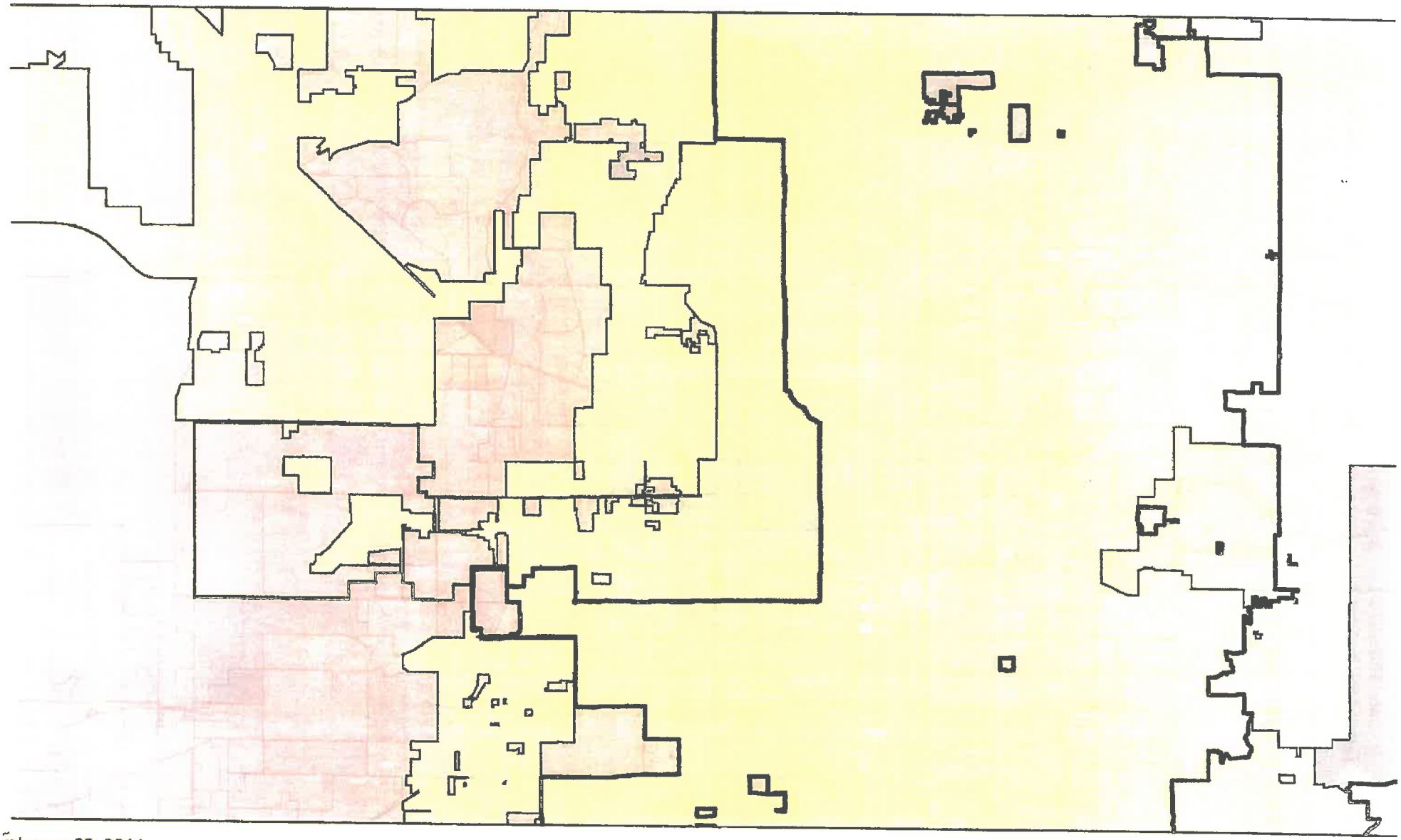
929
927.18
928.02
930.02
610.45
927.15
931.05
931.01
610.47
927.13
931.04
927.16
931.06
Surprise
El Mirage
Sun City
Youngtown
Peoria
Litchfield Park
Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community

American Indian Population Concentration Map 2014



February 26, 2014

Override 1
CDBGGrantee
TYPE_
State
City
Urban County

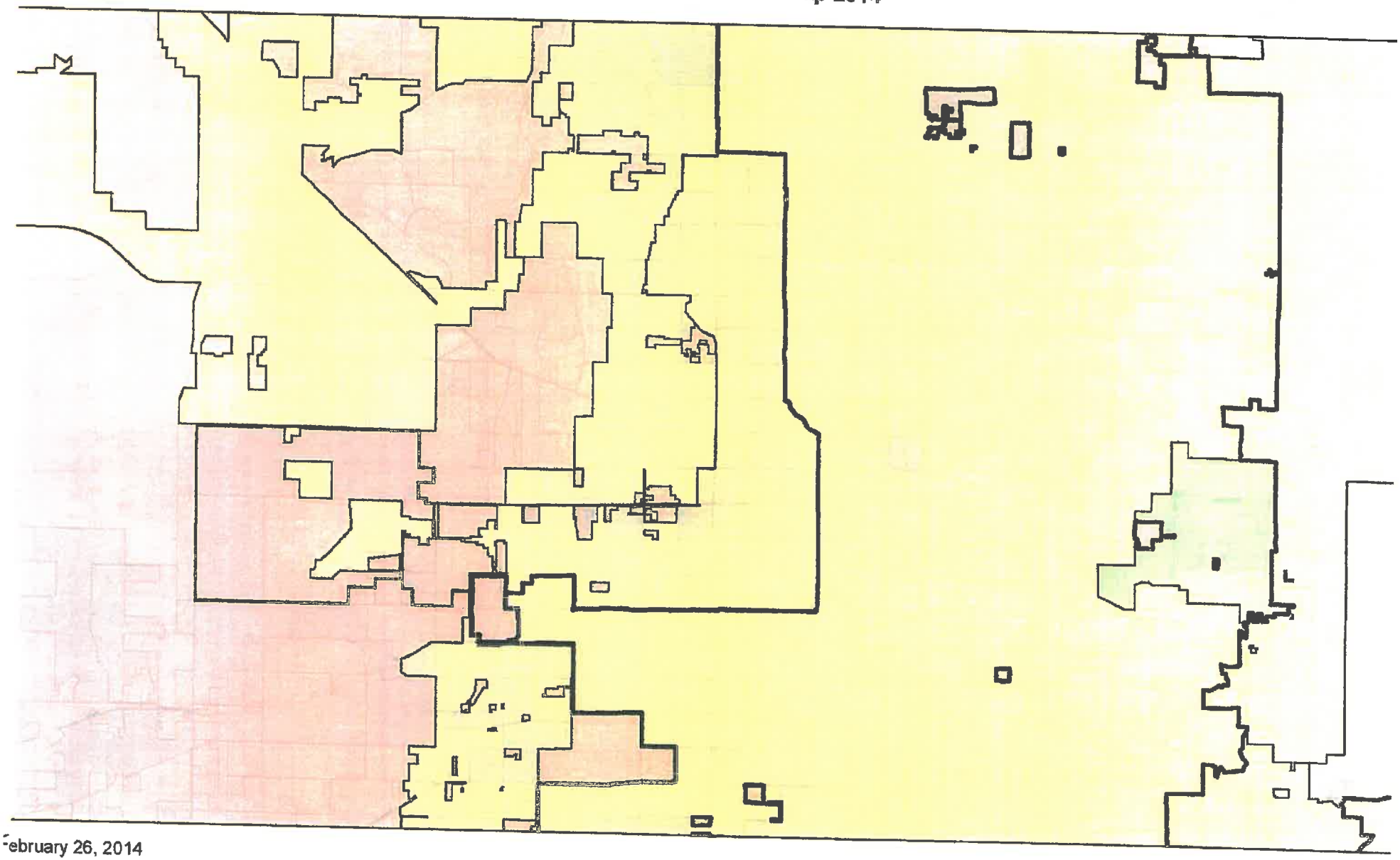
AmericanIndianAlaskaNativeAlone
B03002EST5_PCT
<0.82%
0.82-3.10%
3.10-8.71%
8.71-23.72%
>23.72%

1:281,168

0 2.25 4.5 9 mi
0 3.75 7.5 15 km

Sources: Esri, DeLorme, HERE, USGS, Intermap, Increment P Corp., NRC, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom

Asian Population Con tration Map 2014



ebruary 26, 2014

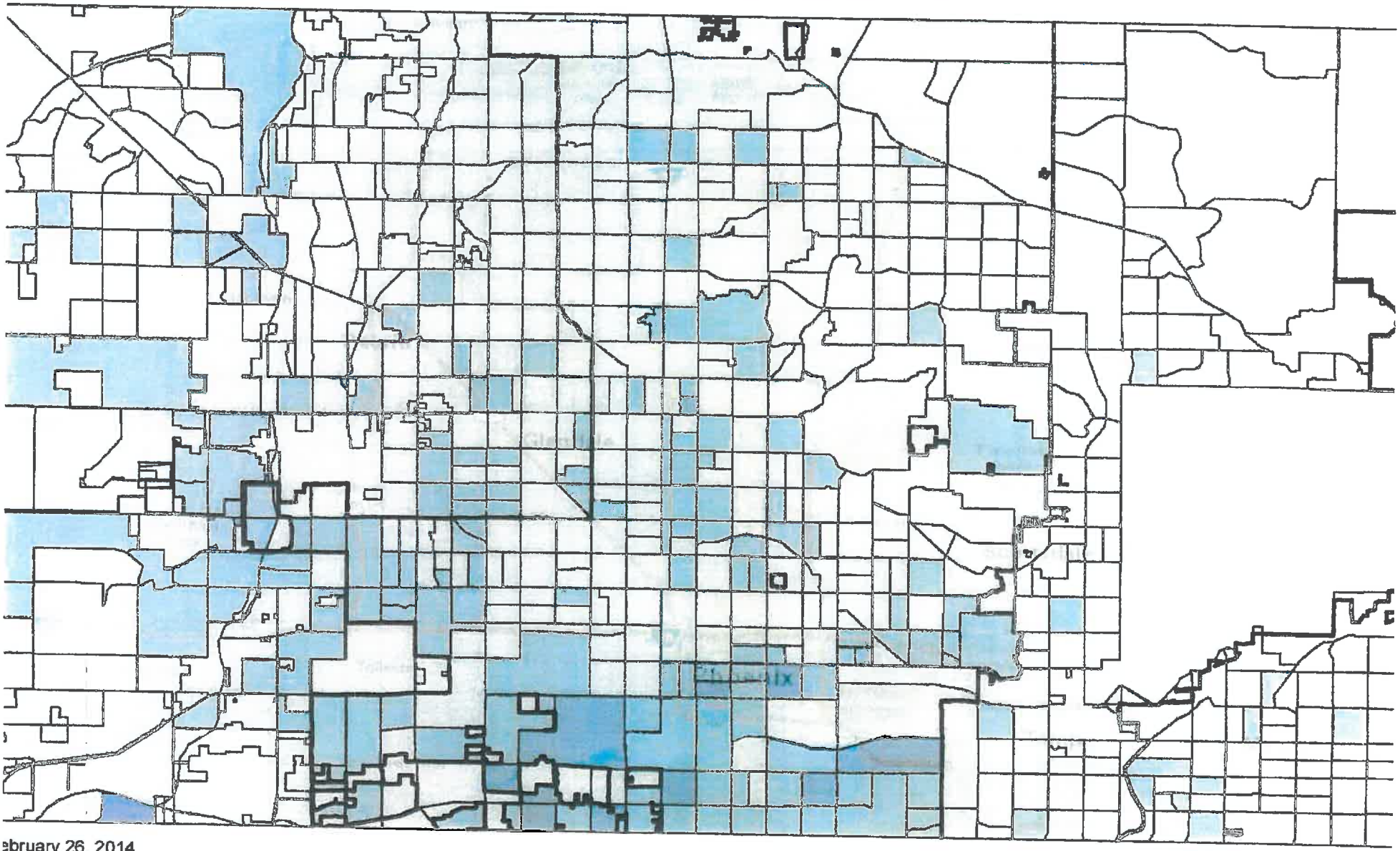
Override 1 CDBGGrantee
TYPE_
State
City
Urban County

AsianAlone
B03002EST6_PCT
<3.41%
3.41-11.99%
11.99-27.12%
27.12-52.24%

1:281,168
0 2.25 4.5 9 mi
0 3.75 7.5 15 km

Sources: Esri, DeLorme, HERE, USGS, Intermap, Increment P Corp., NRC, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom

Black African Population Concentration Map 2014



ebruary 26, 2014

Override 1 **BlackAfricanAmericanAlone**

B03002EST4_PCT

- <6.85%
- 6.85-22.6%
- 22.6-45.37%
- 45.37-74.1%

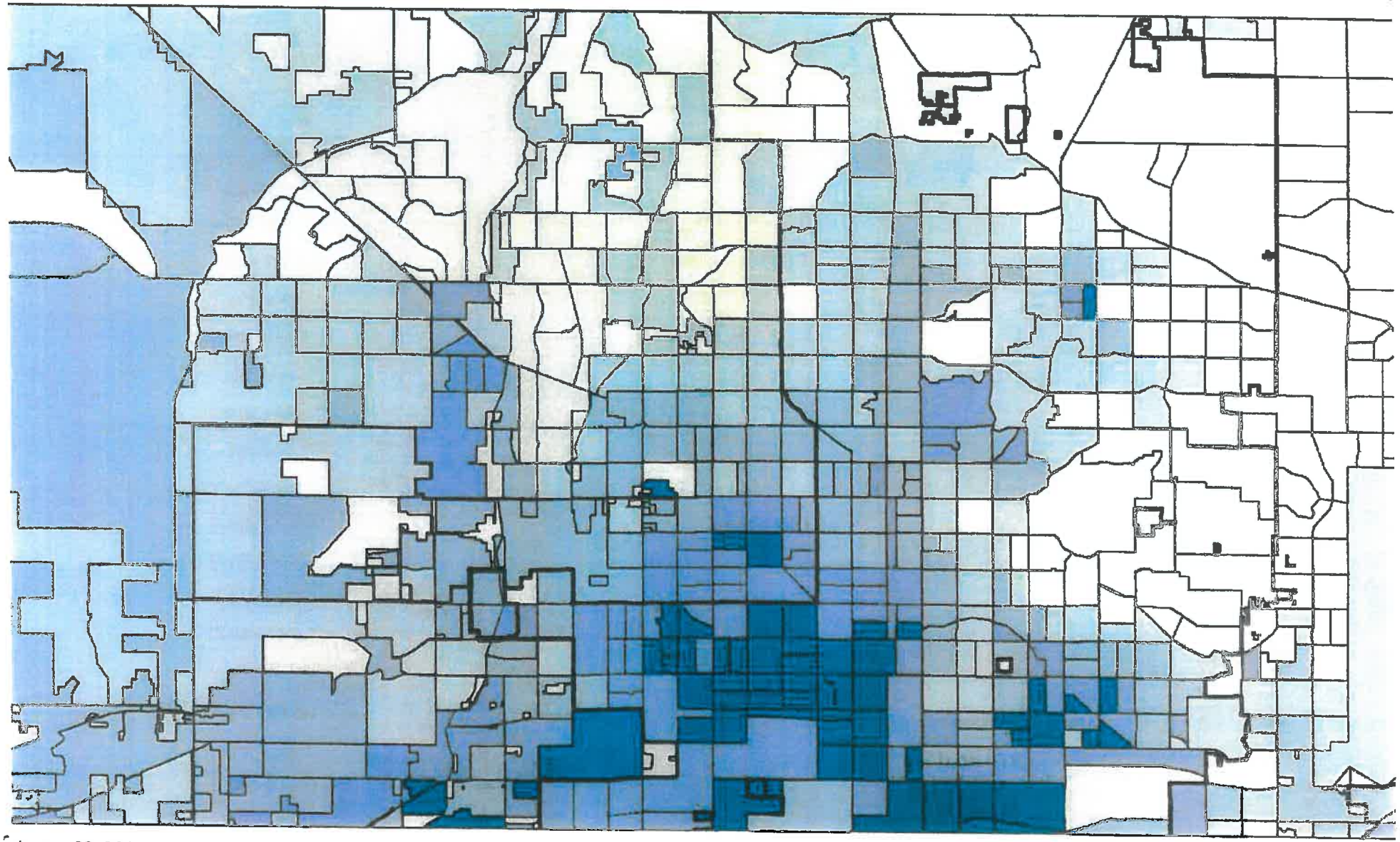
1:281,168

0 2.25 4.5 9 mi

0 3.75 7.5 15 km

Sources: Esri, DeLorme, HERE, USGS, Intermap, increment P Corp., NRC, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom

Hispanic Population centration Map 2014



February 26, 2014

Override 1 HispanicOrigin

B03002EST12_PCT

<10%

10-25%

25-50%

50-75%

>75%

CDBGGrantee

TYPE_

State

City

Urban County

1:281,168

0 2.25 4.5 9 mi

0 3.75 7.5 15 km

Sources: Esri, DeLorme, HERE, USGS, Intermap, Increment P Corp., NRC, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom

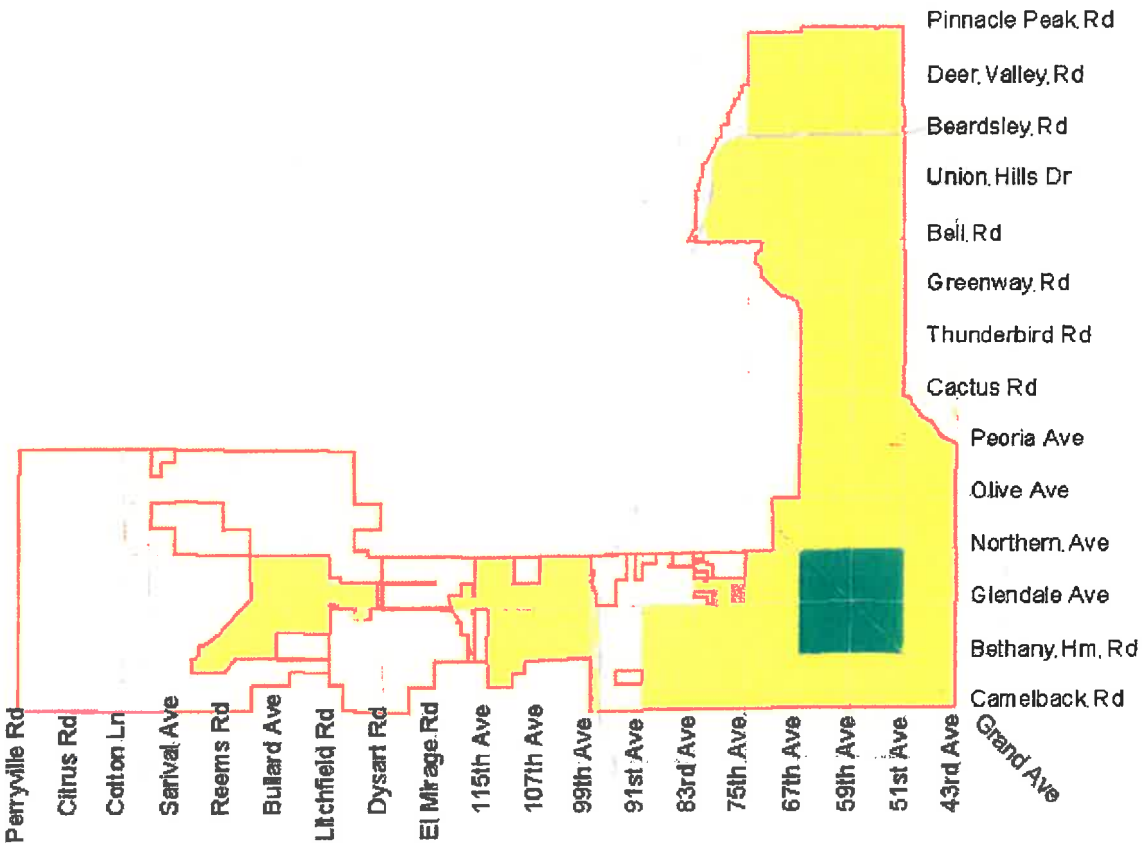
High Risk Lead Based Paint Hazards,

Census Tracts 2000 Census Data

Legend

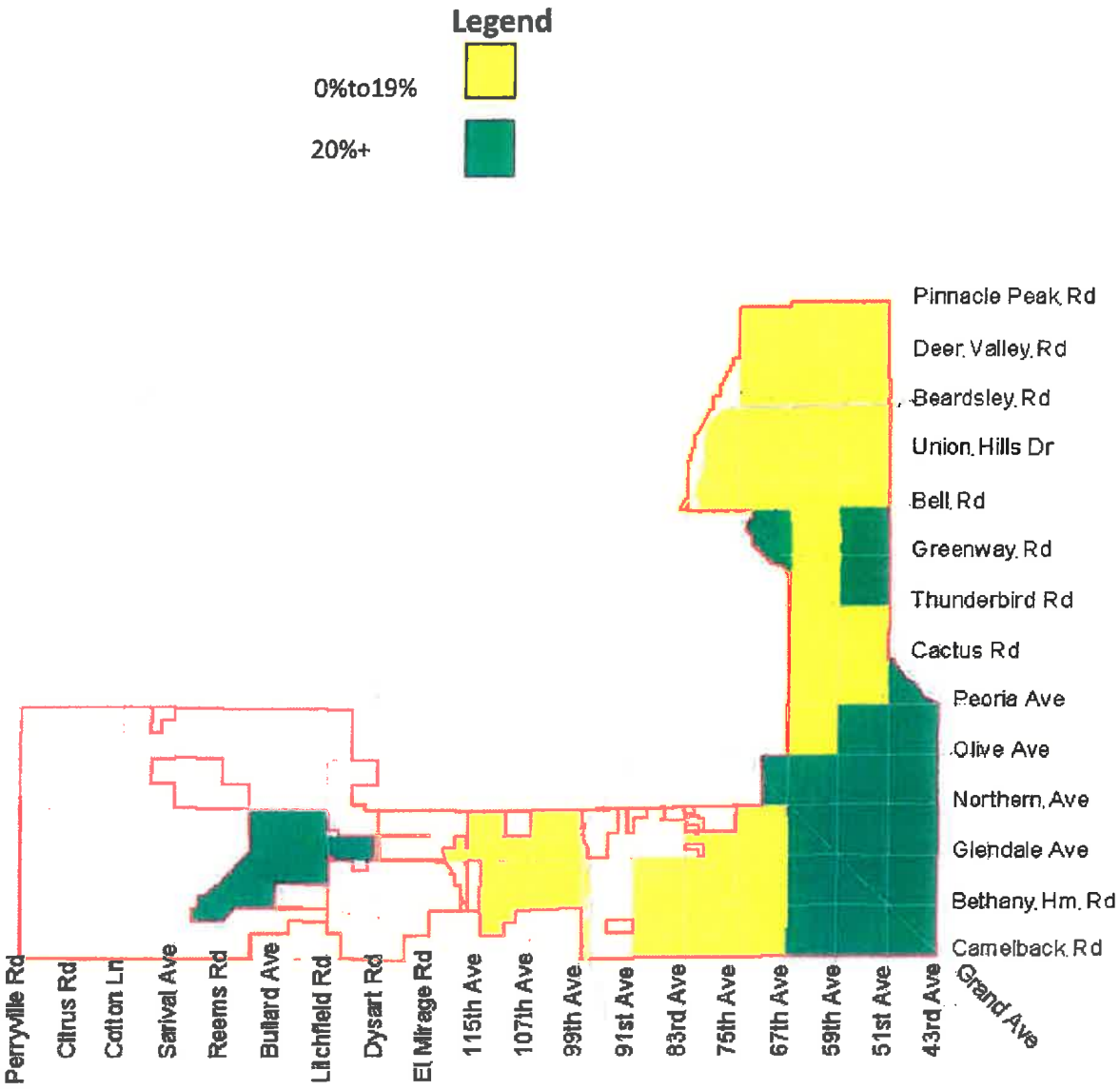
0 to 4%

5%+



Lead Base Paint Hazard,

by Census Tract, 2000 Census Data



CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____

Signature/Authorized Official Date

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) _____ , _____(a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

_____

Title

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____
Signature/Authorized Official Date

_____
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

_____

Title

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

_____ _____

Signature/Authorized Official Date

_____

Title

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature/Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

GLENDALE AZ

City of Glendale
Community Revitalization Division
5850 W. Glendale Avenue, Suite 107
Glendale, AZ 85301

www.glendaleaz.com/communitypartnerships/communityrevitalization.cfm.

EQUAL HOUSING OPPORTUNITY

Phone (623) 930-3670
Fax (623) 435-8594
TDD (623) 930-2197
AZ Relay Service Number 711

File #: 16-162, **Version:** 1

RESOLUTION 5097: AUTHORIZATION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH JACOB F. LONG, TRUSTEE OF THE JOHN F. LONG FAMILY REVOCABLE LIVING TRUST, FOR THE PURCHASE OF THE NORTH ROW AND REMNANT PARCEL (STONEHAVEN)

Staff Contact: Sam McAllen, Director, Development Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a Development Agreement (DA) with Jacob F. Long, Trustee of the John F. Long Family Revocable Living Trust (JFLT) for the purchase of the north right of way and remnant parcel, the design and construction of the Bethany Home Road Extension.

Background

StoneHaven is planned as a 395 acre residential and commercial development located at the northeast corner of Camelback Road and 91st Avenue. A range of approximately 938 to 1,313 dwelling units are planned on 363 acres. Commercial shopping centers of 32.77 acres are also planned for this site.

Vehicular access will be provided via Bethany Home Road, 83rd Avenue, Camelback Road, 87th Avenue, 91st Avenue, Colter Street and Montebello Avenue. Bethany Home Road does not exist between 83rd Avenue and 91st Avenue. Through the development of StoneHaven, Bethany Home Road will be constructed by one contractor with the developer paying for the southern portion of the street and the City of Glendale paying for the northern portion of the street. Since the Grand Canal Linear Park abuts the north property line right-of-way will be acquired by the city to provide a full width street construction of Bethany Home Road in the future. When constructed as a full street, this will complete the arterial street network in this portion of the city.

The StoneHaven PAD (Planned Area Development) was approved and recommended to City Council by the Planning Commission on December 3, 2015.

Analysis

The development agreement outlines four key elements. The first element establishes a purchase price for the north right of way and remnant parcel needed to construct the Bethany Home Road Extension and the transfer date of such property. The city will pay to JFLT $1,291,650 for the north right of way and remnant parcel. The transfer date of the land will be commence once the Bethany Home Road Extension is constructed and accepted by the city. The second element establishes how and what will be included in the design for the Bethany Home Road Extension. The third element establishes how and when the construction will occur for the Bethany Home Road Extension. The fourth element establishes how the city will pay for the

land, the design and construction of the road. The city will pay JFLT $650,000 on the transfer date of the land. The city will then use Transportation Development Impact Fees collected from this development to pay for the design and construction of the Bethany Home Road Extension. Once this amount is paid in full, the city will pay JFLT the remainder of the balance owed on the land through Transportation Development Impact Fees collected from this development. The city must pay the outstanding balance to JFLT by January 1, 2022.

Construction of the Bethany Home Road Extension in conjunction with this development will save the city money and the complete the arterial street network in this portion of the city.

Previous Related Council Action

On December 3, 2015, the StoneHaven PAD (Planned Area Development) was approved and recommended to City Council by the Planning Commission.

Community Benefit/Public Involvement

This development will provide a range of housing opportunities for current and future residents in Glendale. The development will provide trails, parks and open space for residents of the community to enjoy. The development will also bring economic opportunities to the residents in the area by providing needed commercial services.

powered by Legistar™

RESOLUTION NO. 5097 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A DEVELOPMENT AGREEMENT WITH JACOB F. LONG, TRUSTEE OF THE JOHN F. LONG FAMILY REVOCABLE LIVING TRUST; AND DIRECTING THAT THE CITY CLERK RECORD ANY AND ALL NECESSARY DOCUMENTS.

WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with persons having an interest in real property located inside the incorporated area of the municipality.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and its citizens that the City enter into a Development Agreement with Jacob F. Long, Trustee of the John F. Long Family Revocable Living Trust to build the Bethany Home Road extension between 83rd and 91st Avenues, as well as construct the development known as Stonehaven, and the agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor, City Manager or designee, and the City Clerk are authorized and directed to execute and deliver any and all necessary documents to effectuate the agreement on behalf of the City of Glendale.

SECTION 3. That the City Clerk is directed to forward the Development Agreement for recording to the Maricopa County Recorder's Office within ten (10) days of the execution of the agreement.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

d_develop_stone haven.doc

When Recorded, Return To:
City Clerk
City of Glendale
5850 West Glendale Avenue, Suite 455
Glendale, Arizona 85301

DEVELOPMENT AGREEMENT

by and between

CITY OF GLENDALE,
an Arizona municipal corporation

and

Jacob F. Long, Trustee of the
JOHN F. LONG FAMILY REVOCABLE LIVING TRUST
under Agreement dated February 26, 2008

_____ ___, 2016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, 2016 (the "Execution Date"), by and between the following parties: (1) City of Glendale, an Arizona municipal corporation (the "City") and (2) Jacob F. Long, Trustee of the JOHN F. LONG FAMILY REVOCABLE LIVING TRUST under Agreement dated February 26, 2008 ("JFLT"), for the purposes and on the terms set forth herein.

RECITALS

A. JFLT owns approximately 395 acres of unimproved real property located at the northeast corner of Camelback Road and 91st Avenue, Glendale, Arizona, as legally described in **Exhibit A, Legal Description of PAD Parcel** (the "PAD Parcel").

B. JFLT has filed with the City a General Plan Amendment application in case GPA-13-06 and a companion PAD Zoning application in case ZON-13-09 ("Entitlements"), in connection with the proposed development of mixed-use project ("StoneHaven") upon the PAD Parcel. Numbers used in this Agreement to identify individual parcels within StoneHaven are the same parcel numbers that appear in the Entitlements.

C. JFLT intends to convey to a qualified developer approximately 363 acres within StoneHaven, as legally described in **Exhibit B, Legal Description of Residential Development Parcel** (the "Residential Development Parcel"), for phased construction of residential communities that will be subject to the PAD Zoning, as well as additional terms and conditions to be negotiated with the City before they are developed.

D. As part of the development of the Residential Development Parcel, the City will require that the qualified developer complete an arterial roadway segment that is depicted in the Glendale Transportation Plan and the Glendale Infrastructure Improvement Plan as the Bethany Home Road alignment between 83rd Avenue and 91st Avenue (including the frontage of the commercial property located at the southeast corner of Bethany Home Road and 91st Avenue, and together with related improvements specified in this Agreement, the "Bethany Home Extension"), which crosses the north part of StoneHaven. The completion of the Bethany Home Road Extension in a prompt, efficient and cost-effective manner is deemed a matter of public importance.

E. In connection with the approval of the Entitlements, the parties agree that their mutual interests would best be served by a public-private development agreement that sets forth rights and obligations with respect to the design and construction of the Bethany Home Extension.

F. The City and JFLT (each, a "Party"; collectively, the "Parties") are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05 in order to memorialize the specific terms and conditions for completing the Bethany Home Road Extension and allocating the attendant costs.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

1. Scope of Work.

1.1 This Agreement is intended to cover the Bethany Home Road Extension.

1.2 The Parties acknowledge that the Bethany Home Road Extension will be completed and accepted on or before January 1, 2022 (subject to Force Majeure Events and any mutually-agreed extensions) (the "Outside Completion Deadline"), and the City reserves all rights and remedies under this Agreement in the event that JFLT fails to complete the Bethany Home Road Extension by the Outside Completion Deadline. Notwithstanding the foregoing, in the event that JFLT fails to deliver final plans and specifications for the Bethany Home Road Extension by the deadline specified in Section 3.4 ("Design Deadline") or abandons the Bethany Home Road Extension at any time before the Design Deadline, then as the City's sole remedy, this Agreement will automatically expire and have no further effect, and the City will have no further financial obligations to JFLT, although the City may elect in its sole discretion to purchase the North ROW and the Remnant Parcel at the Purchase Price, as defined below, within thirty (30) days after the Design Deadline. As used in this Agreement, "Force Majeure Event" means any delay in the design, plan approval, permitting and/or construction of the Bethany Home Road Extension due to any strike, walk out, actions of labor unions, riot, mob violence, act of war, insurrection, sabotage, act of terrorism, act of violence, explosion, fire, earthquake, flood, unseasonable or intemperate weather, material and/or labor shortage/inability to procure labor, equipment, facilities material or supplies,/delay in the delivery of supplies (caused by one of the previously-mentioned reasons), act of God, delay by the City and any other governmental authority to grant necessary approvals or issue necessary permits (provided, however, that reasonable rejections of applications due to incomplete or insufficient information shall not be deemed Force Majeure Events), any moratorium or other extraordinary or unusual delay, condition or requirement imposed by any utility or public agency, any similar act, occurrence or non-occurrence beyond JFLT's reasonable control.

2. Land Transfers.

2.1 Upon the date that the Bethany Home Road Extension is completed and accepted by the City (the "Transfer Date"), JFLT will convey to the City the land south of the centerline of the Bethany Home Road alignment, comprising the south portion of the right-of-way for the Bethany Home Road Extension, as legally described in **Exhibit C, Legal Description of South ROW** (the "South ROW").

2.2 On the Transfer Date, JFLT will also convey to the City the following land: (a) the land north of the centerline of the Bethany Home Road alignment, comprising the north portion of the right-of-way for the Bethany Home Road Extension (the "North ROW"), and (b) certain undevelopable remnant parcels lying north of the North ROW that will be created by the final roadway configuration described in Section 3.1 (collectively, the "Remnant Parcel"). The North ROW and the Remnant Parcel, which total approximately 11.85 acres, are legally described in **Exhibit D, Legal Description of North ROW and Remnant Parcel**. As the fair market consideration for the North ROW and the Remnant Parcel, the City will pay JFLT a purchase price ("Purchase Price") of $One Million, Two Hundred Ninety-One Thousand Six Hundred Fifty Dollars ($1,291,650) (based upon the appraisal dated March 4, 2016) in the manner provided in Section 5.1 below.

3. Design.

3.1 The Bethany Home Road Extension will be designed as a modified minor arterial street, with 100-foot total right-of-way width, two lanes in each direction, a two-way left-turn lane between 83rd and 87th Avenues, turn lanes at 83rd Avenue, 87th Avenue and 91st Avenue, and a sidewalk on the south side of Bethany Home Road. The street's horizontal curvature is as shown in the preliminary plat for StoneHaven, which is based on a 35 miles per hour posted speed limit. The design of the Bethany Home Road Extension includes the following principal elements (collectively, "Principal Elements"):

(a) all paving improvements to streets, curbs and gutters within the North ROW and South ROW; and
(b) all bus bays, bus bay structures and similar facilities within the North ROW and South ROW (or any other dedicated areas) mandated by the City; and
(c) all street lights within the North ROW and South ROW.

3.2 JFLT will enter into a professional services agreement for the design of the Principal Elements with a civil engineer approved by the City, such approval not to be unreasonably withheld. In selecting the civil engineer, JFLT will follow the same procurement standards and practices applicable to similar City projects. In designing the Principal Elements, the civil engineer will coordinate with the SRP engineer who is assigned to design any required relocation and undergrounding of the SRP sublateral irrigation facilities at the intersection of Bethany Home Road/87th Avenue ("SRP Relocation") and with any other engineers separately retained by the Parties with respect to any Incidental Elements, as defined in Section 3.3. The design fees for the Principal Elements will be allocated so that the City will bear all costs associated with the design of work north of the Bethany Home Road centerline, and JFLT will bear all costs associated with the design of work south of the Bethany Home Road centerline.

3.3 The Parties may either make arrangements with the civil engineer of the Principal Elements or retain another design professional to design certain incidental elements of the Bethany Home Road Extension ("Incidental Elements"), and the design fees for the Incidental Elements will be specially allocated as follows:

(a) the design fees for the modifications to existing traffic signals at the intersections of Bethany Home Road/83rd Avenue and Bethany Home Road/91st Avenue (adding mast arm and signal heads, plus any required pole relocation based on final roadway design) will be allocated 100% to JFLT, and the design fees for the traffic signal at the intersection of Bethany Home Road/87th Avenue will be allocated 50% to JFLT and 50% to the City;
(b) the design fees for the sidewalks within the South ROW only will be allocated 100% to JFLT;
(c) the design fees for the two 4" ITS conduits within the South ROW will be allocated 100% to JFLT;
(d) the design fees for the landscape improvements to the South ROW, which will conform to the City's minimum requirements and any applicable provisions of the PAD (provided that JFLT will have complete discretion over all matters of aesthetics), will be allocated 100% to JFLT;
(e) the design fees for the landscape improvements to the North ROW, which will conform to the City's minimum requirements (and any upgrades that may be specified by JFLT, provided that any excess construction and

maintenance cost for such upgrades will be specially allocated 100% to JFLT), will be allocated 100% to the City (except for the previously-mentioned special allocation of any excess to JFLT);

(f) the design fees for all water mains and fire hydrants within the North ROW and South ROW will be allocated 50% to JFLT and 50% to the City;

(g) the design fees for all storm water drainage facilities within the North ROW and South ROW will be allocated so that the City will bear all costs for all work north of the Bethany Home Road centerline, and JFLT will bear all costs for all work south of the Bethany Home Road centerline;

(h) the design fees for the street lights within the North ROW and South ROW will be allocated so that the City will bear all costs for all work north of the Bethany Home Road centerline, and JFLT will bear all costs for all work south of the Bethany Home Road centerline;

(i) the design fees for the SRP Relocation will be allocated 50% to JFLT and 50% to the City;
and

(j) the design fees for any items that do not reasonably fall within one of the categories itemized in Sections 3.1 or 3.3(a)-(i), including any change orders involving additions outside the specified scope of work, will be allocated in the manner determined by mutual agreement of the City and JFLT consistent with the general intent of this Section 3, and any Dispute (as defined below) will be resolved in the manner provided in Section 14.11.

3.4 JFLT will have final plans and specifications for the Bethany Home Road Extension completed by the civil engineer and approved by the Parties prior to the City's issuance of the 275th home building permit for the Residential Development Parcel (subject to Force Majeure Events and any mutually-agreed extensions).

4. Construction.

4.1 Upon completion and approval of the final plans and specifications for the Bethany Home Road Extension, JFLT is responsible for soliciting bids for the Bethany Home Road Extension in accordance with the procedures set forth in Title 34 of the Arizona Revised Statutes. Bids will be opened publicly at a time and place specified in the bid documents. JFLT or its professional consultants will prepare a bid tabulation, which will include a breakdown and summary of the construction costs for each bid submitted, including a proposed budget and allocation of each Party's share of the cost of the Principal Elements and Incidental Elements, consistent with the provisions of Section 4.3. After the Parties approve the final construction budget and cost allocation for the project, they will jointly select the lowest responsible bidder who will enter into a general contract with JFLT for the entire Bethany Home Road Extension. Any adjustments in the contract price resulting in any change in the net costs, time, or scope allocated to the City in excess of Ten Thousand Dollars ($10,000) in the aggregate will only be made by change order pre-approved by the City, which pre-approval will not be unreasonably withheld, conditioned or delayed; provided, however, that no such pre-approval will be required for any field modifications ordered by the City's inspectors and further provided that if the City does not provide JFLT with a written notice specifying the grounds for any objections within five (5) days after receipt of a change order request, the change order is deemed approved.

4.2 JFLT will cause the general contractor to commence construction of the Bethany Home Road Extension prior to the City's issuance of the 400th home building permit

for the Residential Development Parcel and to achieve completion and acceptance within one (1) year thereafter (subject to Force Majeure Events and any mutually-agreed extensions), but in no event later than the Outside Completion Deadline.

4.3 The construction costs for the Bethany Home Road Extension will be allocated as follows:

(a) the construction costs for the Principal Elements will be allocated so that the City will bear all construction costs for all work north of the Bethany Home Road centerline, and JFLT will bear all construction costs for all work south of the Bethany Home Road centerline;
(b) the construction costs for the Incidental Elements (except for the SRP Relocation) will be allocated in the same manner as the design fees, as set forth in Section 3.3(a)-(h); and
(c) the construction costs for the SRP Relocation will be allocated so that the City will bear all construction costs for all work north of the Bethany Home Road centerline, and JFLT will bear all construction costs for all work south of the Bethany Home Road centerline.

5. City Payments.

5.1 The Purchase Price for the North ROW and the Remnant Parcel will be paid as follows:

(a) on the Transfer Date, the City will pay to JFLT the sum of Six Hundred Fifty Thousand and 00/100 Dollars ($650,000.00) (the "Transfer Date Payment"); and
(b) if the Transfer Date Payment is less than the total Purchase Price, the City will pay the balance of the total Purchase Price to JFLT after the City's obligations for the design costs (as provided in Section 5.2) and construction costs (as provided in Section 5.3) for the Bethany Home Road Extension are paid or otherwise satisfied in full ("Final City Costs Payment"). After deducting all amounts paid by the City in satisfaction of those obligations, including the Final City Costs Payment, the City will pay to JFLT the remainder of the Transportation Development Impact Fees applicable to Residential Development Parcel collected by the City, but in no event more than the balance of the total Purchase Price ("Second Installment"). The Second Installment is due and payable on the same day as the Final City Costs Payment;
(c) If the sum of the Transfer Date Payment and the Second Installment is still less than the total Purchase Price, the City will pay the balance to JFLT, in monthly installments on account, the total amount collected from the payment of the Transportation Development Impact Fees applicable to Residential Development Parcel, as they accrue, until the sum of the Transfer Date Payment, the Second Installment and the monthly installment payments equal the total Purchase Price; and
(d) if not paid sooner as provided above, the City will pay to JFLT any outstanding balance of the Purchase Price on January 1, 2022.

5.2 The City will pay or reimburse JFLT for design costs incurred for the Bethany Home Road Extension that are allocated to the City pursuant to Section 3 in monthly installments on account, based on the design professionals statements up to the total amount collected from the payment of the Transportation Development Impact Fees applicable to the Residential Development Parcel, as they accrue, until the monthly

installment payments equal the total design costs incurred for the Bethany Home Road Extension that are allocated to the City pursuant to Section 3.

5.3 The City will pay or reimburse JFLT for construction costs incurred for the Bethany Home Road Extension that are allocated to the City pursuant to Section 4 in monthly installments on account, based on the contractor's payment applications up to the total amount collected from the payment of the Transportation Development Impact Fees applicable to the Residential Development Parcel, as they accrue, until the monthly installment payments equal the total construction costs incurred for the Bethany Home Road Extension that are allocated to the City pursuant to Section 4, and the City will pay to JFLT any outstanding balance of such construction costs on January 1, 2022.

6. Vested Development Rights. The rights and obligations of JFLT to undertake and complete the development and use of the PAD Parcel in accordance with the Entitlements and this Agreement are fully vested as of the effective date of all ordinances related to this Agreement.

7. Notices.

7.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder must be in writing and will be deemed to have been duly delivered upon personal delivery, or as of the third business day after mailing by United States mail, postage prepaid, return receipt requested, or upon the next business day if delivered by Federal Express or similar overnight delivery system at the following addresses:

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

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

JFLT: John F. Long Family Revocable Living Trust
c/o John F. Long Properties LLLP
1118 East Missouri Avenue, Suite A
Phoenix, Arizona 85014
Attn: Jacob F. Long and James J. Miller

7.2 The address to which any notice, demand or other writing may be given, made or sent to any party may be changed by written notice as above provided.

8. Defaults and Remedies.

8.1 In the event of default, the affected non-defaulting Party will be entitled to exercise such rights or remedies as may be available pursuant to the terms of this Agreement, at law or in equity, including without limitation specific performance, except as this Agreement may specifically limit such remedies.

8.2 The rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies, will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting Party.

8.3 Notwithstanding the foregoing, each Party waives any claim such Party may have for incidental or consequential damages arising out of a failure of performance of the other Party under this Agreement.

8.4 In the event either Party commences litigation for the judicial interpretation, enforcement, termination, cancellation or rescission hereof, or for damages (including liquidated damages) for the breach hereof, then, in addition to any or all other relief awarded in such litigation, the prevailing Party therein is entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred, as determined by the judge.

9. Assignment.

9.1 JFLT reserves the right to assign the applicable rights and delegate the applicable obligations under this Agreement to any party to whom JFLT conveys all or any portion of the Residential Development Parcel for purposes of developing the residential communities at StoneHaven, whereupon JFLT will be relieved of any further liabilities with respect to such matters. JFLT will give the City notice of such assignment no fewer than sixty (60) days prior to the assignment, and JFLT will use its best efforts to cause the prospective assignee to meet in person with City representatives (and JFLT representatives, at their option) no fewer than twenty-one (21) days prior to the assignment so the City can confirm that the assignee understands the rights and obligations it will inherit under this Agreement.

9.2 The terms of this Agreement are binding upon, inure to the benefit of, and enforceable by the Parties hereto and their respective legal representatives, successors and assigns.

10. JFLT's Warranties and Representations. JFLT warrants and represents that: (i) it is a duly formed and existing trust and that Jacob F. Long is its sole trustee; (ii) the entry by JFLT into the transaction contemplated by this Agreement and the performance by JFLT of all of its obligations in connection with this Agreement have been duly and validly authorized by all necessary action(s), are in accordance with applicable law and are not in violation of JFLT's trust documents; and (iii) this Agreement and all additional documents delivered in connection with this Agreement have been duly and validly executed and delivered by JFLT and constitute the legal, valid and binding obligations of JFLT.

11. Indemnification. Each of the Parties must indemnify, protect, defend, and hold harmless the other from and against any and all claims, costs, damages and liabilities (including attorneys' fees and costs) of a third party that is related to or arises from the indemnifying Party's breach of this Agreement, provided, however, that if the City's remedy against JFLT in the event of a breach by JFLT is limited to terminating the Agreement as described in **Section 1.2** of this Agreement, then in that circumstance JFLT is not obligated to indemnify, protect, defend and hold harmless the City for any consequences of the breach of this Agreement.

12. Joint and Several Liability. If any Party consists of more than one person or entity, the liability of each such person or entity signing this Agreement is joint and several.

13. Recordation. This Agreement will be recorded in its entirety by the City in the Official Records of Maricopa County, Arizona not later than ten days after this Agreement is executed by the Parties and will

be reflected upon the title to and run with the Residential Development Parcel, provided that this Agreement will automatically terminate without the execution or recordation of any further document or instrument as to any tract or parcel of land that is dedicated or conveyed to any governmental authority, utility provider, irrigation district or property owners association, or conveyed individually (and not in "bulk") to a retail homebuyer (collectively, a "Public Lot"), and thereupon such Public Lot will be released from and no longer be subject to or burdened by the provisions of this Agreement. Notwithstanding the foregoing, upon the written request of the owner of any Public Lot, the Parties will cause an instrument in recordable form to be executed, acknowledged and delivered to the owner of the Public Lot acknowledging the termination of this Agreement as to such Public Lot. Upon full satisfaction of the Parties' obligations hereunder or earlier expiration or termination of this Agreement, the Parties will cooperate in executing and recording a Memorandum of Termination of this Agreement. This paragraph in no way limits or alters the provisions of **Section 9** of this Agreement (pertaining to assignment of the Agreement).

14. General Provisions.

14.1 Choice of Law. The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement and any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona.

14.2 Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

14.3 No Third Party Claims. Each Party warrants that it has not paid or given, and will not pay or give, any third person money or other consideration in exchange for obtaining this Agreement or for any transaction set forth in this Agreement, including any land transactions, and JFLT will fully indemnify, protect, defend and hold harmless the City from and against any and all claims, costs, damages and liabilities (including attorneys' fees and costs) of a third party claim to any type of right of payment related to JFLT's involvement in this Agreement or any transaction set forth in this Agreement.

14.4 No Public Official Liability. No member, elected official, employee, contractor, or agent of the City will be personally liable to JFLT in the event of any default or breach by the City, or for any amount which may become due from JFLT, or on any obligation under the terms of this Agreement.

14.5 No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

14.6 Police Powers. Nothing in this Agreement constitutes a waiver of the City's police powers or amounts to an unlawful delegation of governmental authority by the City.

14.7 Severability. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected by such court decision and the Agreement will be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

14.8 Integration. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

14.9 Relationship. Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and JFLT.

14.10 Requirement of Writing. No modification, waiver, amendment, discharge or change of this Agreement is valid unless it is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

14.11 Dispute Resolution; Mediation: Litigation. The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute"):

Negotiation. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including (a) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter, and (b) direct communication between the executives. If the Dispute has not been resolved within fourteen (14) days from the Notice of Dispute, the Parties will proceed to mediation.

Mediation. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). The Party that issues the Notice of Mediation will file the American Arbitration Association's ("AAA") Request for Mediation form at the same time the Party sends the Notice of Mediation to the other Party, and the Parties agree that AAA will mediate the Dispute. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will schedule and participate in the mediation in good faith and will have an executive with authority to settle the Dispute at the mediation.

Litigation. If a Dispute remains unresolved for ninety (90) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction.

14.12 Good Standing; Authority. Each of the Parties represents and warrants to the other (a) that it is duly formed and validly existing under the laws of Arizona; and (b) that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

14.14 Future Effect. The provisions of this Agreement are binding upon and inure to the benefit of the Parties, and all of their successors in interest and assigns, subject to the provisions of Sections 9 and 13.

14.14 Fair Interpretation. Both Parties have been represented by counsel in the negotiation and drafting of this Agreement, and this Agreement is construed according to the fair meaning of its language. The rule of construction that ambiguities will be resolved against the party who drafted a provision will not be employed in interpreting this Agreement.

14.15 Attorneys' Fees. In the event of a breach by any Party and commencement of a subsequent legal action in a court of law, the prevailing Party in any such dispute is be entitled to reimbursement of reasonable attorneys' fees and court costs, including, but

not limited to, the costs of expert witnesses and costs of transcript preparation. Each Party bears its own costs in the event the Parties mediate any Dispute.

15. City Council Action Requirement. JFLT acknowledges that, notwithstanding any language of this Agreement or any subsequent additional document, no act, requirement, payment or other agreed-upon action to be done or performed by the City which would under law require the formal action of the City Council, will be required to be done or performed by the City until formal City Council action has been taken and is no longer subject to referendum.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the day and year first written above.

[*signatures appear on the following page*]

JFLT:

JOHN F. LONG FAMILY REVOCABLE LIVING TRUST
under Agreement dated February 26, 2008

By: _____
Jacob F. Long, Trustee

CITY:

CITY OF GLENDALE, an Arizona municipal corporation

By: _____
Name: _____

Title: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A
Legal Description of PAD Parcel

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southwest corner of Section 15, thence North 00 degrees 00 minutes 41 seconds West, along the West line of the Southwest quarter of Section 15 a distance of 885.01 feet to the **Point of Beginning;**

Thence continuing North 00 degrees 00 minutes 41 seconds West, along said West line of the Southwest quarter of Section 15, a distance of 1503.34 feet;

Thence North 89 degrees 47 minutes 02 seconds East, 241.88 feet;

Thence North 00 degrees 00 minutes 26 seconds West, 208.70 feet;

Thence South 89 degrees 47 minutes 02 seconds West, 241.89 feet to a point on the West line of said Southwest quarter of Section 15;

Thence North 00 degrees 00 minutes 41 seconds West, along said West line of the Southwest quarter of Section 15, a distance of 45.00 feet to the Northwest corner of said Southwest quarter (West quarter corner of Section 15);

Thence North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter, a distance of 1420.82 feet;

Thence North 89 degrees 59 minutes 54 seconds East a distance of 70.00 feet;

Thence South 45 degrees 00 minutes 06 seconds East a distance of 28.28 feet;

Thence North 89 degrees 59 minutes 54 seconds East a distance of 300.00 feet;

Thence North 00 degrees 00 minutes 06 seconds West a distance of 1114.33 feet;

Thence South 89 degrees 47 minutes 39 seconds West a distance of 173.25 feet to the beginning of a tangent curve whose center bears North 02 degrees 36 minutes 07 seconds West a distance of 550.00 feet;

Thence Westerly along the arc of said curve through a central angle of 02 degrees23 minutes 46 seconds and an arc length of 23.00 feet;

Thence South 89 degrees 47 minutes 39 seconds West a distance of 83.94 feet;

Thence South 44 degrees 53 minutes 40 seconds West a distance of 56.67 feet;

Thence South 89 degrees 59 minutes 54 seconds West a distance of 70.00 feet;

Thence North 00 degrees 00 minutes 06 seconds West a distance of 174.92 feet to the Northwest corner of said Section 15;

Thence North 89 degrees 47 minutes 25 seconds East, along the North line of said Northwest quarter, 2023.32 feet to a point, from which the North quarter corner of Section 15 bears North 89 degrees 47 minutes 25 seconds East a distance of 625.70 feet;

Thence South 00 degrees 12 minutes 35 seconds East, perpendicular to said North line of the Northwest quarter of Section 15 a distance of 34.03 feet;

Thence South 34 degrees 19 minutes 12 seconds East a distance of 585.60 feet;

Thence North 89 degrees 44 minutes 46 seconds East a distance of 296.12 feet to a point on the North-South mid-section line, from which the center of Section 15 bears South 00 degrees 04 minutes 45 seconds East a distance of 2122.09 feet;

Thence continuing North 89 degrees 44 minutes 46 seconds East a distance of 513.89 feet;

Thence North 51 degrees 50 minutes 10 seconds East a distance of 406.89 feet;

Thence North 89 degrees 44 minutes 46 seconds East a distance of 1814.65 feet to a point on the East line of the Northeast quarter of Section 15, from which the Northeast corner of Section 15, bears North 00 degrees 02 minutes 00 seconds West a distance of 266.60 feet;

Thence South 00 degrees 02 minutes 00 seconds East, along said East line of the Northeast quarter a distance of 1053.68 feet to the Northeast corner of Missouri Ranch, a subdivision, recorded in Book 582 of Maps, Page 33 of Official Records;

Thence South 89 degrees 47 minutes 18 seconds West, along the North line of said subdivision, a distance of 1324.07 feet to the Northwest corner thereof;

Thence South 00 degrees 03 minutes 10 seconds East, along the West line of said subdivision, a distance of 710.25 feet to the Northeast corner of that certain parcel described in Special Warranty Deed recorded as Document No. 02-0992583;

Thence South 89 degrees 47 minutes 12 seconds West a distance of 1407.41 feet to a point on the arc of a non-tangent curve concave Easterly, whose radius point bears South 82 degrees 32 minutes 31 seconds East, 500.00 feet;

Thence Southerly along the arc of said curve, through a central angle of 07 degrees 32 minutes 14 seconds and an arc length of 65.77 feet;

Thence South 00 degrees 04 minutes 45 seconds East, parallel to said North-South mid-section line, a distance of 420.71 feet to the beginning of a curve to the left, having a radius of 500.00 feet;

Thence Southerly along the arc of said curve to the left, through a central angle of 11 degrees 49 minutes 05 seconds and an arc length of 103.13 feet;

Thence South 11 degrees 53 minutes 50 seconds East a distance of 378.62 feet to a point on the North-South mid-section line and a point on the periphery of Camelback Park, a subdivision, recorded in Book 313 of Maps, Page 41 of Official Records;

Thence continuing along the periphery of said subdivision the following seven courses,

South 11 degrees 53 minutes 50 seconds East, 371.59 feet to the beginning of a curve to the right having a radius of 802.49 feet;

Thence Southerly along the arc of last said curve through a central angle of 29 degrees 45 minutes 33 seconds and an arc length of 416.81 feet;

Thence South 17 degrees 51 minutes 43 seconds West a distance of 355.71 feet to the beginning of a curve to the left having a radius of 768.15 feet;

Thence Southerly along the arc of last said curve through a central angle of 29 degrees 11 minutes 16 seconds and an arc length of 391.31 feet;

Thence South 11 degrees 19 minutes 33 seconds East a distance of 300.00 feet to the beginning of a curve to the right, having a radius of 1015.43 feet;

Thence Southerly along the arc of last said curve through a central angle of 11 degrees 14 minutes 56 seconds and an arc length of 199.36 feet to a point on the North-South mid-section line;

Thence South 00 degrees 04 minutes 37 seconds East, along said North-South mid-section line, a distance of 300.00 feet (Record), 299.76 feet (measured) to the South quarter corner of Section 15;

Thence South 89 degrees 46 minutes 18 seconds West, along the South line of said Southwest quarter, a distance of 1575.62 feet;

Thence North 00 degrees 00 minutes 41 seconds West a distance of 885.01 feet;

Thence South 89 degrees 46 minutes 18 seconds West, 1080.01 feet to the **Point of Beginning**.

Together with GPA Parcel 1, more particularly described as follows:

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 15;

Thence North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter of Section 15, a distance of 1420.82 feet to the **Point of Beginning**;

Thence continuing North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter of Section 15, a distance of 1045.47 feet;

Thence North 89 degrees 59 minutes 54 seconds East a distance of 70.00 feet;

Thence North 44 degrees 53 minutes 40 seconds East a distance of 56.67 feet;

Thence North 89 degrees 47 minutes 25 seconds East a distance of 83.94 feet to the beginning of a tangent curve whose center bears North 00 degrees 12 minutes 21 seconds West a distance of 550.00 feet;

Thence Easterly along the arc of said curve through a central angle of 02 degrees23 minutes 46 seconds and an arc length of 23.00 feet;

Thence North 87 degrees 23 minutes 53 seconds East a distance of 173.25 feet;

Thence South 00 degrees 00 minutes 06 seconds East, a distance of 1114.33 feet;

Thence South 89 degrees 59 minutes 54 seconds West a distance of 300.00 feet;

Thence North 45 degrees 00 minutes 06 seconds West a distance of 28.28 feet;

Thence South 89 degrees 59 minutes 54 seconds West a distance of 70.00 feet to the **Point of Beginning**.

Together with GPA Parcel 12, more particularly described as follows:

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the Southwest corner of said Section 15;

Thence North 00 degrees 00 minutes 41 seconds West, along the West line of the Southwest quarter of Section 15, a distance of 885.01 feet;

Thence North 89 degrees 46 minutes 18 seconds East a distance of 1080.01 feet;

Thence South 00 degrees 00 minutes 41 seconds East a distance of 885.01 feet to a point on the South line of said Southwest quarter of Section 15;

Thence South 89 degrees 46 minutes 18 seconds West, along said South line of the Southwest quarter, a distance of1080.01 feet to the **Point of Beginning**.

Note: The above described parcels contain 17,211,030 square feet or 395.1108 acres, more or less.

Exhibit B
Legal Description of Residential Development Parcel

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southwest corner of Section 15, thence North 00 degrees 00 minutes 41 seconds West, along the West line of the Southwest quarter of Section 15 a distance of 885.01 feet to the **Point of Beginning**;

Thence continuing North 00 degrees 00 minutes 41 seconds West, along said West line of the Southwest quarter of Section 15, a distance of 1503.34 feet;

Thence North 89 degrees 47 minutes 02 seconds East, 241.88 feet;

Thence North 00 degrees 00 minutes 26 seconds West, 208.70 feet;

Thence South 89 degrees 47 minutes 02 seconds West, 241.89 feet to a point on the West line of said Southwest quarter of Section 15;

Thence North 00 degrees 00 minutes 41 seconds West, along said West line of the Southwest quarter of Section 15, a distance of 45.00 feet to the Northwest corner of said Southwest quarter (West quarter corner of Section 15);

Thence North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter, a distance of 1420.82 feet;

Thence North 89 degrees 59 minutes 54 seconds East a distance of 70.00 feet;

Thence South 45 degrees 00 minutes 06 seconds East a distance of 28.28 feet;

Thence North 89 degrees 59 minutes 54 seconds East a distance of 300.00 feet;

Thence North 00 degrees 00 minutes 06 seconds West a distance of 1114.33 feet;

Thence South 89 degrees 47 minutes 39 seconds West a distance of 173.25 feet to the beginning of a tangent curve whose center bears North 02 degrees 36 minutes 07 seconds West a distance of 550.00 feet;

Thence Westerly along the arc of said curve through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 23.00 feet;

Thence South 89 degrees 47 minutes 39 seconds West a distance of 83.94 feet;

Thence South 44 degrees 53 minutes 40 seconds West a distance of 56.67 feet;

Thence South 89 degrees 59 minutes 54 seconds West a distance of 70.00 feet;

Thence North 00 degrees 00 minutes 06 seconds West a distance of 174.92 feet to the Northwest corner of said Section 15;

Thence North 89 degrees 47 minutes 25 seconds East, along the North line of said Northwest quarter, 2023.32 feet to a point, from which the North quarter corner of Section 15 bears North 89 degrees 47 minutes 25 seconds East a distance of 625.70 feet;

Thence South 00 degrees 12 minutes 35 seconds East, perpendicular to said North line of the Northwest quarter of Section 15 a distance of 34.03 feet;

Thence South 34 degrees 19 minutes 12 seconds East a distance of 585.60 feet;

Thence North 89 degrees 44 minutes 46 seconds East a distance of 296.12 feet to a point on the North-South mid-section line, from which the center of Section 15 bears South 00 degrees 04 minutes 45 seconds East a distance of 2122.09 feet;

Thence continuing North 89 degrees 44 minutes 46 seconds East a distance of 513.89 feet;

Thence North 51 degrees 50 minutes 10 seconds East a distance of 406.89 feet;

Thence North 89 degrees 44 minutes 46 seconds East a distance of 1814.65 feet to a point on the East line of the Northeast quarter of Section 15, from which the Northeast corner of Section 15, bears North 00 degrees 02 minutes 00 seconds West a distance of 266.60 feet;

Thence South 00 degrees 02 minutes 00 seconds East, along said East line of the Northeast quarter a distance of 1053.68 feet to the Northeast corner of Missouri Ranch, a subdivision, recorded in Book 582 of Maps, Page 33 of Official Records;

Thence South 89 degrees 47 minutes 18 seconds West, along the North line of said subdivision, a distance of 1324.07 feet to the Northwest corner thereof;

Thence South 00 degrees 03 minutes 10 seconds East, along the West line of said subdivision, a distance of 710.25 feet to the Northeast corner of that certain parcel described in Special Warranty Deed recorded as Document No. 02-0992583;

Thence South 89 degrees 47 minutes 12 seconds West a distance of 1407.41 feet to a point on the arc of a non-tangent curve concave Easterly, whose radius point bears South 82 degrees 32 minutes 31 seconds East, 500.00 feet;

Thence Southerly along the arc of said curve, through a central angle of 07 degrees 32 minutes 14 seconds and an arc length of 65.77 feet;

Thence South 00 degrees 04 minutes 45 seconds East, parallel to said North-South mid-section line, a distance of 420.71 feet to the beginning of a curve to the left, having a radius of 500.00 feet;

Thence Southerly along the arc of said curve to the left, through a central angle of 11 degrees 49 minutes 05 seconds and an arc length of 103.13 feet;

Thence South 11 degrees 53 minutes 50 seconds East a distance of 378.62 feet to a point on the North-South mid-section line and a point on the periphery of Camelback Park, a subdivision, recorded in Book 313 of Maps, Page 41 of Official Records;

Thence continuing along the periphery of said subdivision the following seven courses,

South 11 degrees 53 minutes 50 seconds East, 371.59 feet to the beginning of a curve to the right having a radius of 802.49 feet;

Thence Southerly along the arc of last said curve through a central angle of 29 degrees 45 minutes 33 seconds and an arc length of 416.81 feet;

Thence South 17 degrees 51 minutes 43 seconds West a distance of 355.71 feet to the beginning of a curve to the left having a radius of 768.15 feet;

Thence Southerly along the arc of last said curve through a central angle of 29 degrees 11 minutes 16 seconds and an arc length of 391.31 feet;

Thence South 11 degrees 19 minutes 33 seconds East a distance of 300.00 feet to the beginning of a curve to the right, having a radius of 1015.43 feet;

Thence Southerly along the arc of last said curve through a central angle of 11 degrees 14 minutes 56 seconds and an arc length of 199.36 feet to a point on the North-South mid-section line;

Thence South 00 degrees 04 minutes 37 seconds East, along said North-South mid-section line, a distance of 300.00 feet (Record), 299.76 feet (measured) to the South quarter corner of Section 15;

Thence South 89 degrees 46 minutes 18 seconds West, along the South line of said Southwest quarter, a distance of 1575.62 feet

Thence North 00 degrees 00 minutes 41 seconds West a distance of 885.01 feet;

Thence South 89 degrees 46 minutes 18 seconds West, 1080.01 feet to the **Point of Beginning.**

Note: The above described parcel contains 15,828,344 square feet or 363.3688 acres, more or less.

Exhibit C
Legal Description of South ROW

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 15;

Thence North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter of Section 15, a distance of 2466.47 feet to the Point of Beginning;

Thence continuing North 00 degrees 00 minutes 06 seconds West, along said West line of the Northwest quarter of Section 15, a distance of 89.77 feet;

Thence North 89 degrees 47 minutes 39 seconds East, 193.76 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 00 degrees 12 minutes 21 seconds West, 500.00 feet;

Thence Easterly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 20.91 feet;

Thence North 87 degrees 23 minutes 53 seconds East, 175.02 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 02 degrees 36 minutes 07 seconds East, 500.00 feet;

Thence Easterly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 20.91 feet;

Thence North 89 degrees 47 minutes 39 seconds East, 1106.84 feet to the beginning of a tangent curve concave Southwesterly, whose radius point bears South 00 degrees 12 minutes 21 seconds East, 505.00 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 48 degrees 50 minutes 35 seconds and an arc length of 430.50 feet;

Thence South 41 degrees 21 minutes 42 seconds East, 171.53 feet to the beginning of a tangent curve concave Northeasterly, whose radius point bears North 48 degrees 38 minutes 18 seconds East, 645.00 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 48 degrees 53 minutes 28 seconds and an arc length of 550.39 feet;

Thence North 89 degrees 44 minutes 46 seconds East, 504.93 feet to the beginning of a tangent curve concave Northwesterly, whose radius point bears North 00 degrees 15 minutes 14 seconds West, 595.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 337.89 feet;

Thence North 57 degrees 12 minutes 36 seconds East, 185.88 feet to the beginning of a tangent curve concave Southeasterly, whose radius point bears South 32 degrees 47 minutes 28 seconds East, 505.00 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 286.78 feet;

Thence North 89 degrees 44 minutes 46 seconds East, 853.78 feet to the beginning of a tangent curve concave Southwesterly, whose radius point bears South 00 degrees 15 minutes 14 seconds West, 500.00 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length of 75.54 feet;

Thence South 81 degrees 35 minutes 53 seconds East, 181.62 feet to the beginning of a tangent curve concave Northeasterly, whose radius point bears North 18 degrees 24 minutes 07 seconds East, 500.00 feet;

Thence Southeasterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length of 75.54 feet;

Thence North 89 degrees 44 minutes 46 seconds East, 364.31 feet to a point on the East line of the Northeast quarter of Section 15, from which the Northeast corner of Section 15, bears North 00 degrees 01 minutes 56 seconds West, 363.42 feet;

Thence along said East line, South 00 degrees 02 minutes 00 seconds East, 90.21 feet;

Thence South 89 degrees 58 minutes 04 seconds West, 55.00 feet;

Thence North 45 degrees 08 minutes 30 seconds West, 56.45 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 269.12 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 00 degrees 15 minutes 14 seconds West, 550.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length of 83.09 feet;

Thence North 81 degrees 35 minutes 53 seconds West, 181.62 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 08 degrees 24 minutes 07 seconds West, 450.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length 67.98 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 853.78 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 00 degrees 15 minutes 14 seconds East, 455.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 258.39 feet;

Thence South 57 degrees 12 minutes 36 seconds West, 185.88 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 32 degrees 47 minutes 28 seconds West, 645.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 366.29 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 148.05 feet;

Thence South 44 degrees 44 minutes 46 seconds West, 56.57 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 70.00 feet;

Thence North 45 degrees 15 minutes 14 seconds West, 56.57 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 206.89 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 00 degrees 15 minutes 14 seconds West, 695.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 48 degrees 53 minutes 28 seconds and an arc length of 593.05 feet;

Thence North 41 degrees 21 minutes 42 seconds West, 171.53 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 48 degrees 38 minutes 18 seconds West, 455.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 48 degrees 50 minutes 35 seconds and an arc length of 387.87 feet;

Thence South 89 degrees 47 minutes 39 seconds West, 1106.84 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 00 degrees 12 minutes 21 seconds East, 450.00 feet;

Thence Westerly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 18.82 feet;

Thence South 87 degrees 23 minutes 57 seconds West, 175.02 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 02 degrees 36 minutes 03 seconds East, 550.00 feet;

Thence Westerly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 23.00 feet;

Thence South 89 degrees 47 minutes 39 seconds West, 83.94 feet

Thence South 44 degrees 53 minutes 47 seconds West, 56.67 feet;

Thence South 89 degrees 59 minutes 54 seconds West, 70.00 feet to the **Point of Beginning.**

Note: The above described parcel contains 287,798 square feet or 6.6069 acres, more or less.

Exhibit D
Legal Description of North ROW and Remnant Parcel

That portion of Section 15, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 15;

Thence North 00 degrees 00 minutes 06 seconds West, along the West line of the Northwest quarter of Section 15, a distance of 2556.24 feet to the **Point of Beginning**;

Thence North 00 degrees 00 minutes 06 seconds West along the West line of the Northwest quarter, 85.16 feet to the Northwest corner of said Section 15;

Thence North 89 degrees 47 minutes 25 seconds East, along the North line of said Northwest quarter, 2023.32 feet to a point, from which the North quarter corner of Section 15, bears North 89 degrees 47 minutes 29 seconds East, 625.91 feet;

Thence South 00 degrees 12 minutes 31 seconds East, perpendicular to said North line of the Northwest quarter of Section 15, 34.03 feet;

Thence South 34 degrees 19 minutes 12 seconds East, 585.60 feet;

Thence North 89 degrees 44 minutes 46 seconds East, 296.32 feet to a point on the North-South mid-section line, from which the center of Section 15 bears South 00 degrees 04 minutes 33 seconds East, 2122.39 feet;

Thence continuing North 89 degrees 44 minutes 46 seconds East, 513.69 feet;

Thence North 51 degrees 50 minutes 10 seconds East, 406.89 feet;

Thence North 89 degrees 44 minutes 46 seconds East, 1815.08 feet to a point on the East line of the Northeast quarter of Section 15, from which the Northeast corner of Section 15, bears North 00 degrees 02 minutes 00 seconds West, 266.60 feet;

Thence South 00 degrees 02 minutes 00 seconds East, along said East line of the Northeast quarter, 96.82 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 364.31 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 00 degrees 15 minutes 14 seconds West, 500.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length of 75.54 feet;

Thence North 81 degrees 35 minutes 53 seconds West, 181.62 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 08 degrees 24 minutes 07 seconds West, 500.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 08 degrees 39 minutes 20 seconds and an arc length of 75.54 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 853.78 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 00 degrees 15 minutes 14 seconds East, 505.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 286.78 feet;

Thence South 57 degrees 12 minutes 32 seconds West, 185.77 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 32 degrees 47 minutes 28 seconds West, 595.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 32 degrees 32 minutes 14 seconds and an arc length of 337.89 feet;

Thence South 89 degrees 44 minutes 46 seconds West, 504.93 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 00 degrees 15 minutes 14 seconds West, 645.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 48 degrees 53 minutes 28 seconds and an arc length of 550.39 feet;

Thence North 41 degrees 21 minutes 46 seconds West, 171.53 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 48 degrees 38 minutes 14 seconds West, 505.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 48 degrees 50 minutes 35 seconds and an arc length of 430.50 feet;

Thence South 89 degrees 47 minutes 39 seconds West, 1106.84 feet to the beginning of a tangent curve concave Southerly, whose radius point bears South 00 degrees 12 minutes 21 seconds East, 500.00 feet;

Thence Westerly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 20.91 feet;

Thence South 87 degrees 23 minutes 53 seconds West, 175.02 feet to the beginning of a tangent curve concave Northerly, whose radius point bears North 02 degrees 36 minutes 07 seconds West, 500.00 feet;

Thence Westerly along the arc of said curve, through a central angle of 02 degrees 23 minutes 46 seconds and an arc length of 20.91 feet;

Thence South 89 degrees 47 minutes 39 seconds West, 193.76 feet to the **Point of Beginning.**

Note: The above described parcel contains 516,198 square feet or 11.8503 acres, more or less.

File #: 16-213, **Version:** 1

AWARD OF REQUEST FOR PROPOSAL 16-13 AND APPROVE EXPENDITURE OF FUNDS FOR ARENA MANAGEMENT WITH AEG MANAGEMENT GLENDALE, LLC

Staff Contact and Presenter: Kevin R. Phelps, City Manager
Staff Contact and Presenter: Michael D. Bailey, City Attorney
Staff Contact and Presenter: Tom Duensing, Assistant City Manager

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into an agreement with AEG Management Glendale, LLC, for management of the City-owned Gila River Arena and to approve the expenditure of funds in an annual amount not to exceed $5,600,000 for Arena Management services. The initial term of the agreement will be for five (5) years with an additional five (5) year renewal option, subject to City Manager approval.

Background

The current amended Professional Management Services and Arena Lease Agreement (Arena Agreement) terminates June 30, 2017. Included in the current agreement is the City's option to replace the Arena Manager at any time after June 30, 2016.

In order to enter into an arena management contract that is market-based, the City issued a request for proposal (RFP) on October 19, 2015, for potential arena managers with original responses due back to the City on December 11, 2015. Changing an Arena Manager is a complicated, multi-month undertaking, and the City endeavored to ensure a) a market-based agreement could be developed, b) the City could minimize its financial risk, and c) the Arena Manager could maximize the potential of the facility and Westgate.

The City received three responses to the Arena Management RFP, coordinated subsequent proposer presentations, and based on an extensive evaluation process, the City issued a Notice of Intent to Award to AEG Facilities ("AEG") on February 3, 2016. The City has been in contract negotiations with AEG for an Arena Management Agreement that is advantageous to the City and to AEG.

Analysis

Based on the responses to the RFP, staff is recommending award of RFP 16-13 to AEG Management Glendale, LLC (AEG Glendale). The proposed agreement with AEG Glendale is an "at risk operator structure" in which AEG Glendale would be responsible for the operations of the Arena, retaining all operating revenues and accepting responsibility for all operating expenses, including funding any potential operating losses beyond one year. In addition, there is no management fee payable to AEG Glendale. Rather, the proposed

agreement contains a provision to share in EBITDA which is defined in the agreement as gross operating revenue less operating expenses, or profit sharing. This arrangement allows AEG and the City to split EBITDA, based on an agreed to formula, and incentivizes AEG Glendale and the City to maximize attendance at the facility.

The financial highlights of the agreement are as follows:

- The City shall contribute a total of $5,600,000 per year toward the operating revenues of the facility.
- EBITDA (gross operating revenue less operating expenses) will be split between AEG Glendale and the City as follows:
    - First, Five Hundred Thousand Dollars ($500,000) to Arena Manager,
    - Second, Five Hundred Thousand Dollars ($500,000) to the City,
    - Third, fifty percent (50%) to Arena Manager and fifty percent (50%) to the City until each has received One Million Dollars ($1,000,000),
    - Fourth, any negative EBITDA from the prior fiscal year to Arena Manager (if applicable),
    - Fifth, and thereafter, seventy-five percent (75%) to Arena Manager and twenty-five percent (25%) to the City.
- As the Arena will remain City-owned, the City will contribute at least $500,000 toward capital improvements at the facility.
- AEG Glendale will establish and fund a $500,000 event development fund to bring non-AEG Live events to the Arena.

Other highlights of the agreement include:

- An annual operating budget will be submitted.
- An annual capital budget will be submitted, subject to City approval, as the Arena remains a City asset.
- A five-year capital plan shall be developed to ensure the facility is maintained at proper standards.
- The Arena General Manager shall be subject to City approval.
- Monthly and quarterly financial reports will be provided to the City.
- The City will have the right to audit the Arena operating results.
- AEG Glendale will have the ability to negotiate with IceArizona Hockey Co., LLC, which operates Arizona Coyotes to play its home National Hockey League games at the Arena.

Previous Related Council Action

At the April 5, 2015 Council Workshop, AEG Facilities, LLC presented their history, business model, and vision for the City-owned Gila River Arena in anticipation of a management agreement with the City.

Community Benefit/Public Involvement

As this agreement is considered an at risk operator structure, AEG Glendale bears the risk of the Arena operations. Alternatively, if AEG Glendale maximizes the profitability of the Arena, those profits (EBITDA) are split between AEG Glendale and the City. Therefore, the incentive exists to maximize the number of events and attendance at those events.

The Arena seats up to 19,000 for events and 17,125 for hockey games with 5,500 available parking spaces

under its control. It serves as an anchor to the Westgate Entertainment District which is a destination center for shopping, dining, entertainment, and commercial offices. The Arena is located adjacent to the University of Phoenix Stadium, home to the Arizona Cardinals of the National Football League ("NFL"), Fiesta Bowl, and Super Bowls XLII and XLIX. The public benefits by a highly-functioning Arena which supports the surrounding businesses, offers many entertainment options, and supports the local economy.

Budget and Financial Impacts

The total costs for Arena Management and Arena capital is $5,600,000 and $500,000 per year beginning in FY16-17. Funding for FY16-17, dependent of Council approval, is as follows:

Cost	Fund-Department-Account
$5,600,000	**General Fund, Non-Departmental, Professional & Contractual (1000-11801-518200)**
$500,000	**General Fund CIP, Capital Repair-Arena**

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GILA RIVER ARENA
MANAGEMENT AGREEMENT

BETWEEN

THE CITY OF GLENDALE

AND

AEG MANAGEMENT GLENDALE, LLC

Dated as of April 26, 2016

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GILA RIVER ARENA
MANAGEMENT AGREEMENT

This Management Agreement (this "Agreement") is entered into as of April 26, 2016 (the "Effective Date", between the City of Glendale, an Arizona municipal corporation (the "City"), and AEG Management Glendale, LLC, a Delaware limited liability company ("Arena Manager"). The City and Arena Manager are sometimes referred to collectively in this Agreement as the "Parties" and individually as a "Party."

RECITALS

A. The City owns the sports and entertainment arena in Glendale, Arizona currently known as Gila River Arena (the "Arena").

B. Arena Manager is an Affiliate of Anschutz Entertainment Group, Inc., a Colorado corporation (collectively with its Affiliates, "AEG"), and, together with its Affiliates, is knowledgeable and experienced in the operation and management of sports and entertainment venues.

C. The Arena is currently managed by IceArizona Manager Co., LLC, a Delaware limited liability company, pursuant to a separate management agreement (the "Outgoing Manager").

D. The City desires to engage Arena Manager, and Arena Manager desires to be engaged by the City, to replace the Outgoing Manager as the manager of the Arena, as more particular set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Certain Defined Terms. For purposes of this Agreement:

"Action" shall mean any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"AEG Confidential Information" shall mean information relating to the business of AEG that derives value, actual or potential, from not being generally known to or readily ascertainable by others through permitted means, or any documents and information specifically designated by AEG or any AEG Corporate Personnel in writing as confidential or which, by their nature, would reasonably be understood to be confidential or proprietary.

"AEG Corporate Personnel" shall mean any personnel from the corporate or divisional offices of AEG who perform activities at or on behalf of the Arena.

"AEG Proprietary Rights" shall mean all Intellectual Property Rights of AEG.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

"Applicable Law" shall mean (a) statutes, laws, rules, regulations, ordinances, codes, by-laws, treaties, decrees, directives, guidelines, policies or other legal requirements of any Governmental Authority, board of fire underwriters and similar quasi-Governmental Authority, including any legal requirements under any Approvals, and (b) judgments, injunctions, orders or other similar requirements of any court, administrative agency or other legal adjudicatory authority, in effect at the time in question and in each case to the extent the Arena or Person in question is subject to the same.

"Approvals" shall mean all licenses, permits, approvals, certificates and other authorizations granted or issued by any Governmental Authority for the matter or item in question.

"Arena" shall have the meaning set forth in Recital A. For avoidance of doubt, references in this Agreement to the Arena shall include all buildings, improvements, structures, facilities, FF&E, exterior signage, common areas, parking and other areas located on the Real Property that are used in connection with the Operation of the Arena, as well as all easements, licenses, leases, appurtenances, entry and exit rights benefiting the Arena, including those pertaining to use of the Real Property and all easements, appurtenances, entry and exit rights benefiting the Real Property.

"Arena Manager Confidential Information" shall mean information relating to the pre-existing business of Arena Manager (and not exclusively relating to the Arena or first developed in connection with the Operation of the Arena) that derives value, actual or potential, from not being generally known to or readily ascertainable by others through permitted means, including all Proprietary Software, Manuals, fees and terms of all Centralized Services, or any documents and information specifically designated by Arena Manager in writing as confidential or which, by its nature, would reasonably be understood to be confidential or proprietary. Arena Manager Confidential Information shall not include any City Proprietary Rights or AEG Proprietary Rights.

"Arena Manager Corporate Personnel" shall mean any personnel from the corporate or divisional offices of Arena Manager or any of its Affiliates who perform activities at or on behalf of the Arena in connection with the services provided by Arena Manager under this Agreement.

"Arena Manager's Breach, Negligence or Willful Misconduct" shall mean any breach or default by Arena Manager of this Agreement, or any negligence, willful misconduct, or fraud committed by Arena Manager in the performance of Arena Manager's duties under this Agreement; provided that no settlement by either Party in good faith of any Claim by any Third Party (including any Claim by Arena Personnel) shall be deemed to create any presumption that

the act or omission giving rise to such Claim constitutes Arena Manager's Breach, Negligence or Willful Misconduct.

"Arena Manager Proprietary Rights" shall mean all pre-existing Intellectual Property Rights of Arena Manager and its Affiliates, including intellectual property used in connection with Operating the Operating Group Managed Assets. Arena Manager Proprietary Rights shall not include any City Proprietary Rights or AEG Proprietary Rights.

"Arena Name" shall mean the name of the Arena (currently "Gila River Arena"), which shall be determined in accordance with the Naming Rights Agreement.

"Arena Personnel" shall mean all Persons performing services in the name of the Arena during the Operating Term, whether such Persons are employed by Arena Manager or an Affiliate of Arena Manager, or an independent contractor providing services to the Arena, excluding any Arena Manager Corporate Personnel and AEG Corporate Personnel.

"Arena Personnel Costs" shall mean all reasonable costs and expenses related to the employment or termination of Arena Personnel, including recruitment expenses, the costs of moving executive level Arena Personnel, their families and their belongings to the area in which the Arena is located at the commencement of their employment at the Arena, compensation and benefits (including the value of any equity based benefits), training costs, employment taxes and severance payments, all to the extent set forth in the then-effective Operating Budget or otherwise approved by the City and all in accordance with the Standards, Applicable Law, and such other policies as may be established pursuant to this Agreement.

"Arena Trademarks" shall mean any Trademarks developed by or on behalf of the City or Arena Manager and used by the Arena Manager or its Affiliates solely for or in connection with the Arena.

"Assignment" shall mean any assignment, conveyance, delegation or other transfer, in whole or in part, of this Agreement or any rights, remedies, duties or obligations under this Agreement, whether voluntary, involuntary, by operation of law or otherwise.

"Authorized Recipients" shall mean, with respect to any Person, the shareholders, partners, members, trustees, beneficiaries, directors, officers, employees, agents, representatives, legal counsel, accountants, lenders, potential lenders, purchasers of the equity or assets or potential purchasers of the equity or assets of such Person or any of its Affiliates.

"Business Day" shall mean any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Applicable Law to be closed in Glendale, Arizona.

"Capital Improvements" shall mean (i) all alterations, improvements, replacements, renewals and additions to the Arena or any part thereof (including replacements, renewals and additions of FF&E, Hardware, and telecommunications connections), where (x) the cost of such alteration, improvement, replacement, renewal or addition is greater than $5,000 (individually or in the aggregate) and (y) the depreciable life of such alteration, improvement, replacement, renewal or addition is, according to GAAP, in excess of one (1) year, and (ii) all maintenance and repairs that extend the useful life of the asset being maintained or repaired for a period in

excess of one (1) year. For clarity, in calculating the cost under clause (x), labor costs shall be included.

"Casualty" shall mean any fire, flood or other act of God or casualty that results in damage or destruction to the Arena.

"Centralized Services" shall mean those services that Arena Manager or its Affiliates provide to the Operating Group Managed Assets, including all or part of the following services: certain accounting and finance functions, marketing and advertising, sourcing and purchasing, information technology, human resources, legal services, retail, risk management, community and government affairs, internal audit, call center, energy services, and sponsorship sales.

"City Proprietary Rights" shall mean all Intellectual Property Rights of the City, including all Trademarks, Creative Materials, and other intellectual property solely used for or in association with the Arena, including the Arena Name.

"Claims" shall mean any and all claims, demands, suits, criminal or civil actions or similar proceedings (including enforcement proceedings by any Governmental Authority) that are alleged against any Indemnified Party, and all Losses that any Indemnified Party might incur, become responsible for, or pay out for any reason related to this Agreement or the ownership or Operation of the Arena.

"Community Event" shall mean an event at the Arena (i) that is conducted as a service to the City's residents or a non-profit, civic or other community organization and (ii) from which the revenue from such event is distributed by the City to a non-profit, civic or other community organization or designated by the City for community-oriented programs or purposes, in each case that is prior approved by Arena Manager, which approval shall not be unreasonably withheld (it being understood that it will not be unreasonable for Arena Manager to withhold approval for any Community Event that features performers or performances normally booked in arenas comparable to the Arena).

"control," including the terms "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, as general partner or managing member, by contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

"Coyotes" shall mean IceArizona Hockey Co., LLC, a Delaware limited liability company, which operates the NHL team known as the "Arizona Coyotes" (which plays its home NHL games at the Arena) and its successors and assigns.

"Coyotes Lease" shall mean the Professional Management Services and Arena Lease Agreement dated July 8, 2013 by and among the City, the Coyotes and Outgoing Manager, as amended by the First Amendment to Professional Management Services and Arena Lease Agreement dated July 24, 2015, and as further amended from time to time.

"Creative Materials" shall mean all creative materials designed, created or used by the City or Arena Manager or any of its Affiliates, or other Persons retained by them, for or in association with the Arena, of any type or nature and in any form or media, including artwork, graphics, collateral, promotions, designs, layouts and prototypes.

"EBITDA" means Gross Operating Revenue less Operating Expenses.

"Extraordinary Event" shall mean any of the following events, regardless of where it occurs or its duration: acts of nature without the interference of any human agency (including hurricanes, typhoons, tsunamis, tidal waves, tornadoes, cyclones, other severe storms, winds, lightning, floods, earthquakes, volcanic eruptions, fires, explosions, disease, or epidemics); fires or explosions caused wholly or in part by human agency; acts of war or armed conflict; riots or other civil commotion; terrorism (including hijacking, sabotage, chemical or biological events, nuclear events, disease-related events, bombing, murder, assault and kidnapping), or the threat thereof; strikes or similar labor disturbances or other industrial disturbances; embargoes or blockades; shortage of critical materials, supplies or transportation; action or inaction of Governmental Authorities (including the imposition of restrictions on wages or other material aspects of operation); restrictions on financial, transportation or information distribution systems; or the revocation or refusal to grant licenses or permits, where such revocation or refusal is not due to the act or omission of the Party whose performance is to be excused for reasons of the Extraordinary Event; and any other events beyond the reasonable control of the City or Arena Manager; provided that, subject to the terms of this Agreement, an Extraordinary Event shall not excuse or extend the performance of any monetary obligation under this Agreement except to the extent such monetary obligation is contingent on the performance of a non-monetary obligation that is excused or extended as a result of such Extraordinary Event and then only until performance of such non-monetary obligation resumes.

"FF&E" shall mean furniture, furnishings, fixtures, equipment, interior and exterior signs, as well as other improvements and personal property used in the Operation of the Arena that are not Supplies.

"Fiscal Year" shall mean (i) each 12-month period commencing upon July 1 and ending on June 30; or (ii) any portion of the period described in clause (i) of this sentence if the Service Date is a date other than July 1 or if the termination of this Agreement is effective on a date other than June 30.

"GAAP" means generally accepted accounting principles in the United States set forth in the Financial Accounting Standards Board (FASB) Accounting Standards Codification and rules and interpretive releases of the Securities and Exchange Commission under authority of federal securities laws that are applicable to the circumstances as of the date of determination, consistently applied.

"Governmental Authority" means any United States or non-United States federal, national, supranational, state, provincial, local or similar government; governmental, regulatory or administrative authority; branch, agency, board, official, or commission; or any court, tribunal, or arbitral or judicial body.

"Gross Operating Revenue" shall mean, with respect to any period of time, all receipts, revenue and income of any kind actually received (and not subsequently refunded) by Arena Manager from the Operation of the Arena and all departments and parts thereof (including all amounts payable by the City under Section 4.1(a) and any and all facility use fees), and properly attributable to such period (including rentals or other payments from licensees, lessees or concessionaires of retail space in the Arena, but not gross receipts of such licensees, lessees or concessionaires), determined in accordance with GAAP.

"Hardware" shall mean all computer and telecommunications equipment, including routers, servers, circuits, portals and networks, used in the Operation of the Arena.

"Indemnified Party" shall mean any City Indemnified Party or Arena Manager Indemnified Party who is entitled to receive indemnification pursuant to this Agreement.

"Indemnifying Party" shall mean any Party obligated to indemnify an Indemnified Party pursuant to this Agreement.

"Intellectual Property Rights" shall mean any rights under patent, copyright, trademark, trade secret, or rights of publicity laws, or any other statutory provision, regulation or common law doctrine, including rights in Trademarks, domain names, designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, Software, tools, inventions, creations, improvements, works of authorship, other similar materials, and all audio and audio-visual recordings, graphs, drawings, reports, analyses, other writings, and any other embodiment of the foregoing, in any form, format or media, whether now existing or developed in the future, whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.

"Interest Rate" means an annual interest rate equal to the lesser of (a) 8% and (b) the maximum interest rate permitted by Applicable Law.

"Losses" shall mean losses, damages, liabilities, deficiencies, claims, interest, awards, judgment, penalties, costs and expenses (including reasonable attorneys' fees, costs and other reasonable out-of-pocket expenses incurred in investigating, preparing or defending the foregoing).

"Maintenance and Repair" shall mean all ordinary maintenance and repair work to the Arena or any part thereof that is characterized as an ordinary expense (and not capitalized) under GAAP.

"Manuals" shall mean all written, digitized, computerized or electronically formatted manuals and other documents and materials prepared and used by Operating Group Managed Assets as instructions, requirements, guidance or policy statements, which are loaned or otherwise made available to the City.

"Naming Rights Agreement" shall mean the Gila Naming Rights Agreement between Gila River Gaming Enterprises and the Coyotes dated as of November 10, 2014, as may be amended from time to time, or any successor naming rights agreement then in effect, if any.

"NHL" shall mean the National Hockey League and its successors and assigns.

"Operate," "Operating" or "Operation" shall mean to manage, operate, maintain, market, promote, and provide other management or operations services to an arena, stadium or entertainment venue.

"Operating Expenses" shall mean, with respect to any period, all expenses incurred in the Operation of the Arena in accordance with this Agreement, and as determined in accordance with GAAP, but expressly excluding the following: (i) income taxes and (ii) any depreciation and amortization of capital assets. For the avoidance of doubt, (x) Reimbursable Expenses shall be Operating Expenses, (y) customary costs incurred by Arena Manager or its Affiliates in transitioning management of the Arena from Outgoing Manager to Arena Manager shall be Operating Expenses in the first Fiscal Year and (z) any real property taxes with respect to the Real Property and payments required to be made by the City to Outgoing Manager with respect to unamortized capital expenses shall not be Operating Expenses and shall, to the extent payable, be the sole responsibility of the City.

"Operating Group Managed Assets" shall mean all property in the United States that is owned or managed by Arena Manager or its Affiliates.

"Operating Term" shall mean the period from the Service Date until the earlier of the expiration or termination of this Agreement.

"Parent Company" or "Parent Companies" shall mean a Person that holds any ownership interest in another Person, whether directly or indirectly through an ownership interest in one or more other Persons holding an ownership interest in such Person.

"Party" or "Parties" shall have the meaning set forth in Preamble.

"Person" means an individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, syndicate, trust, association, organization or any other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

"Proprietary Software" shall mean proprietary applications and interface software specifically acquired, developed or modified in whole or in part by or for Arena Manager or any of its Affiliates, owned by Arena Manager, and used in the Operation of the Arena, including (a) all software used in connection with the technology systems at or for the Arena; (b) all source and object code versions of Proprietary Software used or accessed by, supplied to or installed at the Arena; (c) all related documentation, flow charts, diagrams, user manuals, listings and service/operator manuals; and (d) all updates, enhancements, modifications, improvements and substitutions of Proprietary Software and such related items.

"Real Property" shall mean the real property on which any portion of the Arena is located.

"Reimbursable Expenses" shall mean the following expenses: (a) all costs incurred by Arena Manager or any of its Affiliates in performing its services under this Agreement, including

Arena Personnel Costs and Losses; (b) payments made or incurred by Arena Manager or any of its Affiliates or their respective employees to any Third Party for goods and services in the ordinary course of business in the Operation of the Arena, including specifically all amounts paid to Third Parties relating to Centralized Services; and (c) all taxes imposed by any Governmental Authority against any reimbursements payable to Arena Manager under this Agreement for expenses incurred for the City's account, including the other Reimbursable Expenses listed in this definition.

"Service Date" shall mean the agreed-upon date upon which Arena Manager begins to Operate the Arena under this Agreement. The Parties anticipate that the Service Date will be July 1, 2016.

"Software" shall mean all Proprietary Software and any software licensed from any Third Party and used in the Operation of the Arena.

"Standards" shall mean, subject to the limitations provided in this Agreement, the standards according to which the Arena is to be operated, maintained, managed, furnished, equipped and refurbished, that is: (a) at a level of service and quality consistent with comparable sports and entertainment arenas that are located within comparable markets in the United States, (b) in accordance with the terms of this Agreement, (c) in accordance with all Applicable Law, and (d) in a manner reasonably expected to: (i) protect and preserve the assets that comprise the Arena and (ii) maximize the profitability and value of the Arena.

"Supplies" shall mean all operating supplies used in the Operation of the Arena.

"Third Party" means any Person other than the City, Arena Manager or an Affiliate thereof.

"Third Party Awards" shall mean any recoveries from Third Parties by an Indemnified Party (including from insurance and Third Party indemnification) in connection with Losses for which such Indemnified Party seeks or receives indemnification hereunder.

"Trademarks" shall mean all right, title and interest in and to state and federal registered and unregistered trademarks, trade names, service marks and trade dress.

"Unrecovered Losses" shall mean any and all Losses incurred by any Indemnified Party in excess of any Third Party Awards received by such Indemnified Party.

Section 1.2 Table of Definitions. The following terms have the meanings set forth in the Sections set forth below:

Definition	Location
Agreement	Preamble
Annual Operating Statement	Section 6.2
Arena	Recital A
Arena Capital Fund	Section 4.3
Arena Manager	Preamble
Arena Manager Indemnified Parties	Section 11.2
Arena Manager Representative	Section 14.1
Bank Accounts	Section 5.5
Budgets	Section 5.2(b)
Capital Budget	Section 5.2(b)
City	Preamble
City Indemnified Parties	Section 11.1
City Representative	Section 14.1
Condemnation	Section 12.2
Event of Default	Section 13.1
Initial Term	Section 2.1
Naming Rights Fees	Section 4.1(a)
Operating Account	Section 5.5
Operating Budget	Section 5.2(a)
Operating Reports	Section 6.2
Renewal Term	Section 2.1
Rent	Section 4.1(a)
System Improvements	Section 7.4
Term	Section 2.1

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ARTICLE II
TERM

Section 2.1 Term. The term of this Agreement shall commence as of the Effective Date, and shall continue for a period of five (5) years from the Service Date or until the earlier termination of this Agreement in accordance with its terms, including those terms and conditions set forth in Article XIII (the "Initial Term"). This Agreement shall renew for one additional five (5) year term on the same terms and conditions as the Initial Term (such term, the "Renewal Term" only upon the mutual agreement of the City and Arena Manager. If there is no Renewal Term, the Initial Term may be referred to in this Agreement as the "Term." If there is a Renewal Term, the Initial Term and the Renewal Term may be referred to in this Agreement together as the "Term."

ARTICLE III
ENGAGEMENT OF ARENA MANAGER

Section 3.1 Engagement of Arena Manager.

(a) Engagement of Arena Manager. Subject to the terms of this Agreement, the City hereby engages Arena Manager, and Arena Manager hereby accepts such engagement, to Operate all aspects of the Arena for and on behalf of the City and as the exclusive operator of the Arena during the Operating Term.

(b) Specific Actions Authorized by the City. Arena Manager is authorized, on behalf of the City or on its own behalf (as applicable) and in accordance with the Standards, to take all actions set forth below in good faith:

(i) continuously Operate the Arena (and any portion thereof), or cause the Arena (and any portion thereof) to be continuously Operated;

(ii) provide frequent and systematic inspections of the Arena (or any portion thereof), including the buildings, grounds, and parking areas in order to comply with Applicable Law and maintain the Arena in accordance with this Agreement;

(iii) handle all complaints and requests regarding the Arena received by Arena Manager from tenants, concessionaires, licensees or other Third Parties or of which the City has advised Arena Manager in writing;

(iv) establish: (A) rates and charges for the usage of Arena facilities and services (for clarity, the City shall not (i) charge Arena Manager any discriminatory ticketing tax or fee (i.e. any tax or fee that is not charged and enforced against all tickets for all entertainment venues in the City of Glendale), or (ii) require Arena Manager to charge any ticketholder to any event at the Arena, any discriminatory ticketing tax or fee (provided that the foregoing shall not be deemed to restrict the right of any state or federal Governmental Authority to charge Arena Manager, or require Arena Manager to charge any such ticketholder, any ticketing tax or fee)), (B) policies with respect to

discounted and complimentary food and beverage and other services at the Arena, and (C) billing policies;

(v) collect all revenue from the Operation of the Arena, and, where appropriate, issue receipts with respect to any funds received;

(vi) collect and remit to Governmental Authorities all sales, occupancy, value added, use, excise and similar taxes to be collected by the Arena directly from guests or other customers on all revenues;

(vii) administer all Bank Accounts;

(viii) employ, supervise and manage the Arena Personnel;

(ix) perform or cause to be performed all Maintenance and Repair for the Arena, including, in accordance with Section 5.2(b), and all Capital Improvements set forth in the then effective Capital Budget or as otherwise approved by the City, except to the extent such Maintenance and Repair or Capital Improvement is the responsibility of any Third Party pursuant to any lease, license, occupancy agreement, concession agreement, or similar agreement with respect to the Arena;

(x) purchase, lease or license all Software required to Operate the Arena, including to provide Centralized Services to the Arena;

(xi) negotiate, enter into, administer, amend and terminate all (A) agreements, purchase orders and similar arrangements for the purchase of all Supplies and services and (B) licenses for the right to use any Third Party proprietary property, in each case that are required to Operate the Arena;

(xii) book and schedule all events in the Arena, provided that Arena Manager shall have no obligation to cause any of its Affiliates to enter into any guaranty agreement required to attract a particular event to the Arena;

(xiii) arrange for ticketing for all events at the Arena;

(xiv) manage parking for all events at the Arena;

(xv) negotiate, enter into, administer, amend and terminate all contracts relating to the use of Arena facilities and services, including the Coyotes Lease (provided that any amendment or restatement of the buyout provisions set forth therein shall be subject to the prior written approval of the City as set forth in Section 15.2(d)(ii)), any and all licenses, occupancy agreements, advertising agreements, concession agreements, supplier agreements, service contracts (including contracts for cleaning; decorating and set-up; general maintenance and maintenance and inspection of HVAC systems, elevators, stage equipment, fire control panel and other safety equipment; staffing and personnel needs, including guards and ushers; and other appropriate services), ticketing agreements, parking agreements, and all other contracts and agreements in connection with the Operation of the Arena, except that any such contract or agreement, or

amendment thereto, that imposes specific obligations on the City shall be subject to the prior written approval of the City, which approval shall not be unreasonably withheld;

(xvi) implement and administer all Third Party agreements, including selecting tenants and operators and negotiating all leases, licenses and concessions (including food and beverage), ticketing, parking and other agreements for the Third Party operated areas;

(xvii) appoint legal counsel, commence, prosecute, defend and settle and control all legal actions and proceedings (A) to collect charges, rent or other revenue from the Operation of the Arena, (B) to evict tenants or remove other Persons occupying the Arena, (C) to enforce all rights under any agreements entered into by Arena Manager pursuant to this Agreement (including any Third Party agreement) and (D) with respect to any Third Party Claim by Arena Personnel;

(xviii) appoint legal counsel, commence, prosecute, defend and settle and control all legal actions and proceedings (A) in which any Arena Manager Indemnified Party is a named party (unless the City is obligated to indemnify such Arena Manager Indemnified Party pursuant to the terms of this Agreement, in which case the City shall control such legal action or proceeding) and (B) that involve more than one Operating Group Managed Asset or that relate to policies, procedures or business practices of Arena Manager or any of its Affiliates (regardless of whether such Arena Manager Indemnified Party has requested or is receiving indemnification);

(xix) execute credit obligations in connection with trade payables for goods and services incurred in the ordinary course of business in the Operation of the Arena and as otherwise permitted under this Agreement;

(xx) comply with all Applicable Law with respect to the Operation of the Arena (provided that Arena Manager shall not be liable for the compliance of the real property and improvements comprising the Arena with such Applicable Law) and the terms of all insurance policies provided to Arena Manager;

(xxi) undertake publicity and promotion, arrange for and supervise public relations and advertising and prepare marketing plans in accordance with Section 8.1(a);

(xxii) undertake any such additional actions, duties and obligations as are expressly authorized pursuant to this Agreement or in writing by the City; and

(xxiii) undertake any such day-to-day actions that Arena Manager reasonably deems necessary or advisable to Operate the Arena in the ordinary course.

Section 3.2 The City's Approval. Arena Manager shall request written instructions from the City with respect to any matter contemplated by this Agreement where the approval of the City is required (i.e., Sections 5.2(b), 9.1, 9.4, 10.1(b), 11.3(d), 15.2(d)(i), and 16.8), and Arena Manager shall defer action thereon pending receipt of such written instructions. The City shall promptly respond to any such request for written instructions. Actions taken by Arena

Manager, its officers, employees, agents or representatives in accordance with the written instructions of the City, or failure to act by such Persons pending the receipt of such written instructions, shall be deemed to be proper conduct in accordance with the Standards within the scope of Arena Manager's authority under this Agreement and shall not constitute Arena Manager's Breach, Negligence or Willful Misconduct.

ARTICLE IV
FUNDING OF ARENA OPERATION; DISBURSEMENT OF FUNDS; INTEREST

Section 4.1 Funding of Arena Operation.

(a) By the City. The City shall make the following deposits into the Operating Account to fund, in part, the Operation of the Arena for the first Fiscal Year: (i) $2,800,000 no later than the Service Date, (ii) $1,400,000 no later than October 1st, and (iii) $1,400,000 no later than January 1st. The City shall make the following deposits into the Operating Account to fund, in part, the Operation of the Arena for each subsequent Fiscal Year: (i) $2,800,000 no later than July 1st, (ii) $1,400,000 no later than October 1st, and (iii) $1,400,000 no later than January 1st, provided that during the third and fifth Fiscal Years (and in the seventh and ninth Fiscal Years if there is a Renewal Term). The City also shall cause (i) all rent and other amounts due to the City from the Coyotes under the Coyotes Lease (the "Rent") to be deposited by the Coyotes directly into the Operating Account and (ii) all fees and other amounts due to the City from the Coyotes or the naming rights partner under the Naming Rights Agreement, whether payable to the City pursuant to the terms of the Naming Rights Agreement or the Coyotes Lease (the "Naming Rights Fees"), to be deposited by the Coyotes and or the naming rights partner, as applicable, directly into the Operating Account . If the City fails to deposit, or cause to deposit, all or any portion of any such deposit, then the terms of Section 5.8(a) shall apply. If the Effective Date is later than July 1, 2016, the amounts due in this Section 4.1(a) shall be prorated based on the number of days from the Effective Date through June 30, 2017. For example, if the Effective Date is September 1, 2016, $2,323,077 is due no later than the Service Date and $1,161,385 is due each of October 1, 2016 and January 1, 2017.

(b) By Arena Manager. On or before the Service Date, Arena Manager will establish and fund, in one or more depositaries designated by Arena Manager in its sole discretion, an event development fund in the one-time amount of Five Hundred Thousand Dollars ($500,000), which fund will be maintained and used by Arena Manager throughout the Term, in its sole discretion, to bring non-AEG Live events at the Arena. Arena Manager shall not be obligated to provide any additional funding into the event development fund unless the City and Arena Manager mutually agree to do so. The amount on deposit in the event development fund shall at all times remain the property of Arena Manager, and will be retained by Arena Manager upon the expiration or earlier termination of this Agreement.

Section 4.2 Disbursement of Funds.

(a) Generally. Subject to Section 4.2(b), within one hundred twenty (120) days following the end of each Fiscal Year, Arena Manager shall disburse EBITDA for such Fiscal Year, if any, directly from the Operating Account to the Parties in the following order and

priority: (i) first, Five Hundred Thousand Dollars ($500,000) to Arena Manager, (ii) second, Five Hundred Thousand Dollars ($500,000) to the City, (iii) third, fifty percent (50%) to Arena Manager and fifty percent (50%) to the City until each has received One Million Dollars ($1,000,000), (iv) thereafter, seventy-five percent (75%) to Arena Manager and twenty-five percent (25%) to the City. For the avoidance of doubt, if EBITDA is negative for any Fiscal Year, Arena Manager shall not have any right to any disbursement or fee as compensation for its Operation of the Arena for such Fiscal Year and the City shall not have any additional obligation to fund the Operation of the Arena other than as set forth in Section 4.1(a).

(b) Effect of Negative EBITDA. If EBITDA for any Fiscal Year is less than zero, then, within one hundred twenty (120) days following the end of the immediately subsequent Fiscal Year, Arena Manager shall disburse EBITDA for such subsequent Fiscal Year, if any, directly from the Operating Account to the Parties in the following order and priority: (i) first, Five Hundred Thousand Dollars ($500,000) to Arena Manager, (ii) second, Five Hundred Thousand Dollars ($500,000) to the City, (iii) third, fifty percent (50%) to Arena Manager and fifty percent (50%) to the City until each has received One Million Dollars ($1,000,000), (iv) to Arena Manager in a positive amount equal to the balance of the negative EBITDA for the immediately prior Fiscal Year, (v) thereafter, seventy-five percent (75%) to Arena Manager and twenty-five percent (25%) to the City.

Section 4.3 Funding of Capital Improvements. The City shall contribute, no later than the commencement of each Fiscal Year, an amount at least equal to $500,000 to a capital fund (the "Arena Capital Fund") to be maintained by Arena Manager and used to fund Capital Improvements in accordance with Section 5.2(b). The Arena Capital Fund shall not be used in the calculation of EBITDA, and amounts in the Arena Capital Fund shall be and remain the property of the City.

Section 4.4 Interest. Any fee or other amount due by the City to Arena Manager or any of its Affiliates or designees under this Agreement that is not paid within thirty (30) days after the City receives written notice that such payment was not made when due shall bear simple interest for each day the amount is past due at the Interest Rate; provided that the City shall have no obligation to pay interest pursuant to this Section 4.4 if Arena Manager is authorized to pay such amounts directly from the Operating Account pursuant to the terms of this Agreement and Arena Manager fails to pay such amounts from the Operating Account.

ARTICLE V
OPERATION OF THE ARENA

Section 5.1 Transition of Operations. The City shall cause Outgoing Manager to cooperate with Arena Manager to effectuate an orderly and expeditious transition of the Operation of the Arena from Outgoing Manager to Arena Manager on the Service Date, with as little hindrance to the Operation of the Arena as reasonably practicable. The City shall permit Arena Manager to access the Arena from time to time during normal business hours between the Effective Date and the Service Date to perform physical inspections of the Arena.

Section 5.2 Operating Budgets and Capital Budgets.

(a) Annual Operating Budget. Not later than sixty (60) days after the Effective Date for the first Fiscal Year and not later than May 1 for each subsequent Fiscal Year, Arena Manager shall submit an annual operating budget for the next Fiscal Year listing all projected Gross Operating Revenue and Operating Expenses for the Arena by category (the "Operating Budget").

(b) Annual Capital Budget. Not later than sixty (60) days after the Effective Date for the first Fiscal Year and not later than May 1 for each subsequent Fiscal Year, Arena Manager shall submit an annual capital budget for the next Fiscal Year listing all projected capital improvements at the Arena (the "Capital Budget" and, together with the Operating Budget, the "Budgets"). The City shall have the right to review and approve or disapprove of the proposed Capital Budget for each Fiscal Year and shall advise Arena Manager of any objections to the Capital Budget no later than forty-five (45) days after the City's receipt of such proposed Capital Budget. The Capital Budget approved by the City shall become the Capital Budget for such Fiscal Year. If either the Capital Budget proposed by Arena Manager pursuant to this Section 5.2(b) is not approved, or is adjusted by the City in a manner which, in Arena Manager's reasonable good faith judgment, could materially interfere, impede, or impair the ability of Arena Manager to Operate the Arena in compliance with the Standards, Arena Manager shall have the right, with one hundred eighty (180) days' prior written notice to the City to terminate this Agreement; provided that, during such 180-day period, the Arena Manager Representative and the City Representative shall meet in person or by teleconference and negotiate with each other in good faith in an attempt to resolve the Capital Budget and, if the Capital Budget is agreed upon by the City and Arena Manager during such 180-day period, Arena Manager's notice of termination shall be deemed null and void and of no force or effect. Arena Manager shall have no liability for, and the City shall indemnify, defend, and hold harmless the Arena Manager Indemnified Parties from and against, any Claims arising out of a decision by the City to not approve any proposed Capital Budget or any Capital Improvement in any proposed Capital Budget.

(c) Capital Plan. Not later than May 1 during each Fiscal Year, Arena Manager shall submit a capital plan for the next five Fiscal Years listing all suggested Capital Improvements. The City shall have the right to review and approve or disapprove of the proposed capital plan for each Fiscal Year and shall advise Arena Manager of any objections to the proposed capital plan no later than forty-five (45) days after the City's receipt of such proposed capital plan.

(d) Projections in the Budgets. Arena Manager does not guarantee the results predicted in any Budget or capital plan. So long as Arena Manager acts in accordance with the Standards and the other terms and provisions of this Agreement, Arena Manager shall not have any liability whatsoever to the City or any other Person solely by virtue of any divergence between any then-effective Budget or capital plan and the projections contained therein and the actual operating results achieved by the Arena for any Fiscal Year, and any such divergence shall not in and of itself constitute Arena Manager's Breach, Negligence or Willful Misconduct.

Section 5.3 Maintenance and Repair and Capital Improvements.

(a) Maintenance and Repair. Subject to the then-effective Operating Budget or as otherwise approved by the City, Arena Manager shall perform or cause to be performed all Maintenance and Repair (other than Capital Improvements, which are governed by Section 5.3(b)) as Arena Manager deems necessary or advisable to (i) keep the Arena in good working order and condition and in compliance with the Standards, or (ii) comply with, and cure or prevent the violation of, any Applicable Law; provided that if any such Maintenance and Repairs shall be made necessary by any condition against the occurrence of which the City has received or is entitled to the benefit of the guarantee or warranty, then Arena Manager shall use its reasonable efforts to invoke such guarantees or warranties and the City will cooperate fully with Arena Manager in the enforcement thereof. Arena Manager shall use funds from the Operating Account for such Maintenance and Repair.

(b) Capital Improvements.

(i) Arena Manager shall perform, or cause to be performed, at the City's sole cost and expense, all Capital Improvements as provided for in the then-effective Capital Budget or as otherwise approved by the City; provided that, notwithstanding the then-effective Capital Budget, Arena Manager shall have the right to perform during the Operating Term, at the City's expense, all Capital Improvements necessary to comply with Applicable Law, to prevent or mitigate (or attempt to prevent or mitigate) any imminent danger of property damage, or to prevent or mitigate (or attempt to prevent or mitigate) any imminent danger to the health, safety or welfare of the public. The City and Arena Manager will cooperate to identify the best vendor and pricing to perform all Capital Improvements, taking into account Applicable Law regarding City's procurement procedures (including the emergency procurement procedures applicable in the case of any imminent danger to the health, safety or welfare of the public) and Arena Manager's existing vendor relationships and pricing.

(ii) If Arena Manager has the right to perform, or cause to be performed, a Capital Improvement under Section 5.3(b)(i), Arena Manager shall have the right to draw on the Arena Capital Fund to pay for such Capital Improvement. If there are insufficient funds in the Arena Capital Fund, the City shall pay for such Capital Improvements in advance upon the request of Arena Manager. In no event shall Arena Manager be required to advance any funds for any Capital Improvement.

Section 5.4 Personnel.

(a) Employment of Arena Personnel. All Arena Personnel (except for such Persons who may be retained by contractors contracted with by Arena Manager to provide labor to the Arena) shall be employees of Arena Manager or an Affiliate of Arena Manager. Subject to the terms of this Agreement, Arena Manager is authorized to hire and employ contract employees on behalf of the Arena. All Arena Personnel Costs (including Arena Personnel Costs of any Arena Personnel on the payroll of Arena Manager or its Affiliate and of any contract employee) shall be Operating Expenses. The City acknowledges that certain Arena Personnel may provide services to other properties managed by Arena Manager or any of its Affiliates, or local, regional or central AEG offices, and not solely to the Arena.

(b) Selection of Arena Personnel. Arena Manager shall recruit, screen, appoint, hire, pay, train, supervise, instruct and direct all Arena Personnel necessary or advisable for the Operation of the Arena, and discipline, transfer, relocate, replace, terminate and dismiss any Arena Personnel. Arena Manager's hiring of the General Manager of the Arena shall be subject to the prior written approval of the City (which approval may be given by email and shall not be unreasonably withheld, conditioned, or delayed). Arena Manager shall make reasonable inquiry of the City with regards to retaining current employees.

(c) Terms of Employment. Subject to the Standards and the other terms of this Agreement, Arena Manager is hereby engaged by the City to make day-to-day decisions regarding Arena Personnel, including decisions regarding hiring, promoting, transferring, compensating, supervising, terminating, directing and training all Arena Personnel, and, generally, establishing and maintaining all policies relating to employment, in each case in accordance with Arena Manager's standard policies and procedures, including (a) the terms of employment, including recruiting, screening, appointment, hiring, compensation, bonuses, severance, pension plans and other employee benefits, training, supervision, instruction, direction, discipline, transfer, relocation, replacement, termination and dismissal of Arena Personnel; and (b) the exercise of any rights or remedies under any Applicable Law (including the National Labor Relations Act) relating to labor matters in relation to the Arena and the Arena Personnel, including union organization, recognition and withdrawal of recognition, union elections, contract negotiation on a single-employer or multi-employer basis (including the right to negotiate and execute collective bargaining or similar agreements), grievances, unfair labor practice charges, strikes and lockouts. Arena Manager shall process the payroll and benefits for Arena Personnel.

Section 5.5 Bank Accounts. Arena Manager shall establish and administer one or more accounts at one or more banks as Arena Manager shall determine is necessary or appropriate for the Operation of the Arena (collectively, the "Bank Accounts"). Notwithstanding the generality of the foregoing, the Bank Accounts shall include an account for the purpose of depositing certain funds received in the Operation of the Arena and paying certain Operating Expenses (the "Operating Account"). All deposits and withdrawals shall be made in accordance with this Agreement, and Arena Manager's standard accounting policies and practices.

Section 5.6 Cost-Sharing Arrangements. The City acknowledges that Arena Manager may implement a cost-sharing arrangement pursuant to which the Arena and other properties Operated by Arena Manager or any of its Affiliates in the applicable region or area share certain goods, services or personnel for the purposes of achieving cost savings. Such arrangements may include (a) shared personnel, (b) shared administrative functions, and (c) centralized local purchasing programs. The Operating Budget shall clearly identify the accounting methodology for any cost-sharing arrangements.

Section 5.7 Limitation on Arena Manager's Obligations.

(a) Availability of Funds. Arena Manager's obligations under this Agreement are subject in all respects to the City's performance of its obligations under Section 4.1(a). Except as otherwise provided in this Agreement, all costs and expenses of Operating the Arena shall be payable out of funds from the Operation of the Arena or provided by the City pursuant to

Section 4.1(a), or if such funds are insufficient, out of funds from Arena Manager. Notwithstanding anything to the contrary in this Agreement, if (i) the City fails to perform its obligations under Section 4.1(a); (ii) the City fails to pay or reimburse Arena Manager for any item that is designated in this Agreement to be completed at the City's expense (including any Capital Improvement); and (iii) during the pendency of an Extraordinary Event, and the occurrence of clause (i), (ii), or (iii) renders the Operation of the Arena in accordance with the Standards or the terms of this Agreement not feasible, then in such event Arena Manager shall be relieved from its obligations to Operate the Arena in compliance with the Standards and in accordance with this Agreement to the extent that Arena Manager is prevented or restricted in any way from doing so by the occurrence of clause (i), (ii), or (iii) and may, upon reasonable prior notice to the City, continue management of the Arena, in the event of clause (i), at a reduced level consistent with the available funding for the Arena and the anticipated Gross Operating Revenue (as reasonably determined by Arena Manager), or in the event of clause (ii) or (iii), at a reduced level that takes into account the anticipated Gross Operating Revenue (as reasonably determined by Arena Manager) and available funding for the portions of the Arena, if any, that remain operable and may legally be occupied. The City and Arena Manager shall consult and confer as to the reductions and other modifications of Arena Manager's duties and obligations applicable in connection with such circumstances.

(b) Pre-Existing Conditions and External Events. Notwithstanding anything to the contrary in this Agreement, unless agreed to in writing in advance by the Parties, Arena Manager shall have no responsibility whatsoever, unless caused by Arena Manager, for the remediation, abatement, correction, cure or administration of any environmental, construction, personnel, real property or other problems that arise at the Arena during the Operating Term that (i) relate to the Operation or condition of the Arena, or activities undertaken at the Arena or on the Real Property, prior to the Operating Term, or (ii) are caused by or arise from sources outside of the Arena, and the City shall retain full managerial and financial responsibility and liability for and control over the remediation, abatement, correction, cure and administration of such problems, and shall take such actions in a timely manner with as little disturbance or interruption of the use and enjoyment of the Arena as practicable. Notwithstanding the foregoing, if agreed to by the Parties, Arena Manager shall take appropriate steps, at the City's expense, to (i) comply with, or cure or prevent the violation of, any Applicable Law and (ii) avoid or minimize any actual or potential injury to persons or damage to the Arena or other property.

(c) Pre-Service Date Services. Notwithstanding anything to the contrary in this Agreement, Arena Manager shall have no obligation to provide any services for the Operation of the Arena before the Service Date. The Arena Manager shall have the right, but not the obligation, to undertake good faith efforts to market and schedule events at the Arena prior to, on and after the Service Date.

Section 5.8 Utilities. The City will furnish Arena Manager with electrical connections at and in the Arena to permit Arena Manager to operate the electrical equipment used in connection with the Arena. The cost of supplying such electrical current used by Arena Manager will be considered an Operating Expense. In addition, the City shall ensure that heat and air conditioning are provided to the Arena in a proper manner (provided that Arena Manager shall have day-to-day control over heating and air conditioning) and will furnish Arena Manager with an adequate potable hot and cold water supply and appropriate drainage and sewage facilities to

permit Arena Manager to use the Arena for the purposes of concessions and catering. The cost of supplying the heat, air conditioning, hot and cold water, drainage, and sewage used by Arena Manager at the Arena will be considered an Operating Expense.

Section 5.9 Authorized Representatives. The City hereby appoints the City Manager and Arena Manager hereby appoints the General Manager of the Arena as their respective authorized representatives, each of whom will act as liaison and contact person between the Parties in matters concerning the administration of this Agreement. Both the City and Arena Manager may designate a substitute authorized representative by providing written notice to the other Party of the substitution. Except for Budget matters, if either Party desires to do any act under this Agreement that requires the other Party's approval, the requesting Party shall submit the request in writing to the other Party's authorized representative. The authorized representatives shall meet monthly at a mutually acceptable date and time to discuss the Operation of the Arena. After the first Fiscal Year, upon mutual agreement of the Parties, the authorized representatives may meet on a quarterly basis.

Section 5.10 City Suite. The City shall have the right to continue to use the existing suite used by the City (Suite Nos. 1238 and 1239), including the tickets for seating and standing room in such suite, for each event at the Arena during the Term, all at no cost to the City. Parking shall be provided in a similar manner as parking is provided to other licensed suites. Food and beverage service for such suite shall be provided at the same cost and manner as food and beverage service provided to any suite licensed to or used by Arena Manager or any of its Affiliates, whichever is lowest. Notwithstanding anything to the contrary herein, no later than thirty (30) days before the end of each Fiscal Year, the City will notify Arena Manager in writing if it does not intend to use such suite for the following Fiscal Year. If the City does not intend to use such suite for the following Fiscal Year, Arena Manager will endeavor to sell such suite for such Fiscal Year. If AEG is successful in selling such suite for such Fiscal Year, the revenue from such sale for such Fiscal Year will be split equally between Arena Manager and the City.

Section 5.11 Community Events. Subject to Arena Manager's scheduling procedures and the terms of all Third Party Agreements, the City shall have the non-assignable right to use the Arena for Community Events up to ten (10) community event days per Fiscal Year. In the event of a multi-day community event, each calendar day shall be considered one community event day. Arena Manager shall take such actions as are required to cause all revenues generated by Community Events to be paid to the City, and such revenues shall not be Gross Operating Revenues. In no event shall the City be liable for any rent or other fees or charges for any Community Event, but the City shall be liable for all costs and expenses in connection with each Community Event (and such costs and expenses shall not be Operating Expenses).

ARTICLE VI
BOOKS AND RECORDS

Section 6.1 Maintenance of Books and Records. Arena Manager shall keep books of account and other records relating to or reflecting the results of the Operation of the Arena in all material respects in accordance with GAAP, consistent with the then-existing policies and standards applicable to the Operating Group Managed Assets.

Section 6.2 Financial Reports. Arena Manager shall cause to be prepared reasonably detailed monthly and quarterly operating reports, based on information available to Arena Manager, that reflect the financial results of the Operation of the Arena for each month and quarter, respectively, of each Fiscal Year, in a format (which may be modified from time to time) substantially similar to the operating reports provided by Arena Manager or any of its Affiliates for other Operating Group Managed Assets or in such other form as is reasonably required by the City (the "Operating Reports"). Arena Manager shall deliver each Operating Report to the City on or before the last day of the month following the month or quarter (or partial month or quarter) to which such Operating Report relates, as applicable. Within ninety (90) days after the close of each Fiscal Year, Arena Manager shall deliver to the City an annual operating statement in reasonable detail summarizing the Arena's operations for the immediately prior Fiscal Year, in a format (which may be modified from time to time) substantially similar to the annual operating reports provided by Arena Manager or any of its Affiliates for other Operating Group Managed Assets or in such other form as is reasonably required by the City (the "Annual Operating Statement"). In addition, Arena Manager shall deliver to the City, within ninety (90) days after the close of each Fiscal Year, an income statement, statement of cash flows and balance sheet prepared in accordance with GAAP.

Section 6.3 Annual Audit Rights. The City or a City-designated auditor will have the right, exercisable no more than once each Fiscal Year during the Operating Term and once in the twelve (12) month period following the expiration or earlier termination of this Agreement, to examine and copy the books of account and other records relating to or reflecting the results of the Operation of the Arena in any Fiscal Year, in each case at the City's expense during normal business hours. Arena Manger will reasonably cooperate with the City to facilitate any such audit.. The Parties hereby acknowledge that the working papers and audit files with respect to any such audit are not public records and are exempt from Arizona Revised Statutes, Title 39, Chapter 1.

(a) Overpayment or Underpayment. If any such audit reveals an overpayment or an underpayment of any amount to be paid or distributed under this Agreement, then the City shall deliver to Arena Manager a copy of the report of such audit prepared by the auditor. Subject to Section 6.3(b), the Party who underpaid shall pay, or the Party who was overpaid shall return, such underpayment or overpayment to the other Party (as applicable) within 30 days after Arena Manager receives the report.

(b) Disputes. The Parties shall attempt to resolve any dispute regarding the accuracy of the results of an audit conducted pursuant to this Section 6.3 in accordance with Section 14.1.

ARTICLE VII
PROPRIETARY RIGHTS

Section 7.1 Use of Proprietary Rights. As part of Arena Manager's services under this Agreement for the Operation of the Arena, Arena Manager shall (a) Operate the Arena under the Arena Name using the Arena Trademarks, as applicable, and (b) use any Arena Manager Proprietary Rights in the Operation of the Arena necessary to Operate the Arena in accordance with the Standards. Subject to the Standards, Arena Manager shall have the right to determine

the form of presentation and use of any Arena Manager Proprietary Rights in the Operation of the Arena, provided that the form of presentation and use of any City Proprietary Rights shall be determined by the City and the form of presentation and use of any AEG Proprietary Rights shall be determined by AEG. Arena Manager reserves the sole right and discretion to: (i) establish operating standards for the use of any Arena Manager Proprietary Rights for the Arena, and (ii) require Arena Personnel and any other Person Arena Manager deems necessary to sign a confidentiality agreement as a condition to the disclosure or use of any Arena Manager Proprietary Rights by such Person, which shall supplement the terms set forth in Section 18.7.

Section 7.2 Acknowledgment of Arena Manager's Rights. The City acknowledges the rights of Arena Manager and its Affiliates in and to the Arena Manager Proprietary Rights and agrees that: (a) except for the City Proprietary Rights, the City has not acquired, and the City will not represent in any manner that the City has acquired, in any manner any ownership rights in the Arena Manager Proprietary Rights; (b) Arena Manager may use and grant to others the right to use any Arena Manager Proprietary Rights, except for the City Proprietary Rights and the AEG Proprietary Rights, and except as expressly provided otherwise in this Agreement; (c) the restrictions and limitations with respect to the City's use of the Arena Manager Proprietary Rights under this Agreement apply to all forms and formats, including print, video, electronic and other media (including identifiers) whether now known or hereinafter existing, and all other identifications and elements used in commerce; and (d) all goodwill associated with any Trademarks comprising Arena Manager Proprietary Rights is the property of Arena Manager and shall inure directly and exclusively to the benefit of Arena Manager. The City shall not use any Arena Manager Proprietary Rights in any manner for any purpose whatsoever, including using any Arena Trademarks in (i) any publications, identifiers or other materials or information disseminated to the general public, or (ii) any prospectus, offering circular, financing document or marketing materials, in each case without Arena Manager's prior written consent, and if consented to by Arena Manager, then only as expressly permitted in (and subject to such restrictions as may be set forth in) such consent. The City acknowledges and agrees that no default by Arena Manager under this Agreement, or the expiration or termination of this Agreement, shall confer on the City or any Person claiming by or through the City, any right or remedy to use any of the Arena Manager Proprietary Rights in the Operation of the Arena or otherwise.

Section 7.3 Infringement. The City agrees that, during the Term and thereafter, the City shall not, directly or indirectly, (a) apply for any rights or interests in the Arena Manager Proprietary Rights in any jurisdiction, (b) infringe Arena Manager's rights in the Arena Manager Proprietary Rights in any way, (c) contest or aid others in contesting the validity, ownership or right to use the Arena Manager Proprietary Rights, or (d) take any other action in derogation of the Arena Manager Proprietary Rights. The City promptly shall notify Arena Manager of any legal action instituted against the City with respect to any Arena Manager Proprietary Rights. The City shall assist Arena Manager and its Affiliates in taking such action as Arena Manager may request to stop such activities, but shall take no action nor incur any expenses on Arena Manager's behalf without Arena Manager's prior written approval. Arena Manager shall have the right to select legal counsel and the obligation to control all litigation with respect to any action brought against the City or Arena Manager by a Third Party with respect to the Arena Manager Proprietary Rights. The City shall execute any and all documents and take or not take such other actions as may, in the opinion of Arena Manager's legal counsel, be reasonably

necessary to carry out such defense or prosecution, and Arena Manager shall reimburse the City for its reasonable costs in taking any such actions (except in the case of a breach of this Section 7.3 by the City). This Section 7.3 shall survive the expiration or termination of this Agreement.

Section 7.4 Improvements to Systems. Any system improvements that rise to the level of Intellectual Property Rights (the "System Improvements") shall become, upon creation: (i) if such System Improvements are not developed or paid for by the City, the exclusive property of Arena Manager, and the City shall have no ownership rights in any such System Improvements; or (ii) if such System Improvements are developed or paid for by the City, in whole or in part, the joint property of Arena Manager and the City. Each Party agrees to execute or cause its employees, agents or representatives to execute all documents that may be reasonably required or requested by the other Party to establish or protect such other Party's rights in such System Improvements.

Section 7.5 City Proprietary Rights. Arena Manager acknowledges and agrees that all City Proprietary Rights shall be owned by the City.

Section 7.6 AEG Proprietary Rights. The City acknowledges and agrees that all AEG Proprietary Rights shall be owned by AEG or its Affiliates. The City further agrees that any System Improvements directly related to the AEG Proprietary Rights, whether developed or suggested by AEG, the City, Arena Manager, or any of AEG's or Arena Manager's respective Affiliates, shall become, upon creation, the exclusive property of AEG, and the City shall not have any ownership rights in any such System Improvements

(a) The City acknowledges the rights of AEG and its Affiliates in and to the AEG Proprietary Rights and agrees that: (i) the City has not acquired, and the City will not represent in any manner that the City has acquired, in any manner any ownership rights in the AEG Proprietary Rights; (ii) AEG or its Affiliates may use and grant to others the right to use any AEG Proprietary Rights; (iii) the restrictions and limitations with respect to its use of the AEG Proprietary Rights under this Agreement apply to all forms and formats, including print, video, electronic and other media (including identifiers) whether now known or hereinafter existing, and all other identifications and elements used in commerce; and (iv) all goodwill associated with the AEG Proprietary Rights is the property of AEG or its Affiliates and shall inure directly and exclusively to the benefit of AEG or its Affiliates. The City shall not use any AEG Proprietary Rights in any manner for any purpose whatsoever. The City acknowledges and agrees that no default by Arena Manager under this Agreement, or the expiration or termination of this Agreement, shall confer on the City or any Person claiming by or through the City, any right or remedy to use any of the AEG Proprietary Rights in the Operation of the Arena or otherwise.

(b) The City agrees that, during the Term and thereafter, the City shall not, directly or indirectly, (i) apply for any rights or interests in the AEG Proprietary Rights in any jurisdiction, (ii) infringe AEG's or its Affiliates' rights in the AEG Proprietary Rights in any way, (iii) contest or aid others in contesting the validity, ownership or right to use the AEG Proprietary Rights, or (iv) take any other action in derogation of the AEG Proprietary Rights. The City promptly shall notify AEG of any legal action instituted against the City with respect to

any AEG Proprietary Rights. The City shall assist AEG and its Affiliates in taking such action as AEG may request to stop such activities, but shall take no action nor incur any expenses on AEG's behalf without AEG's prior written approval. AEG shall have the right to select legal counsel and the obligation to control all litigation with respect to any action brought against AEG, the City or Arena Manager by a Third Party with respect to the AEG Proprietary Rights. The City shall execute any and all documents and take or not take such other actions as may, in the opinion of AEG's legal counsel, be reasonably necessary to carry out such defense or prosecution, and AEG shall reimburse the City for its reasonable costs in taking any such actions (except in the case of a breach of this Section 7.6 by the City). This Section 7.6 shall survive the expiration or termination of this Agreement.

ARTICLE VIII
MARKETING

Section 8.1 Arena Marketing.

(a) Arena Marketing Program. Arena Manager will engage in Arena-specific marketing activities, including the use of signage, videos, marquee, and public service announcements at the Arena. Arena Manager shall use commercially reasonable efforts to market events at the Arena in the Glendale area, subject to the rights of the Coyotes under the Coyotes Lease and any promoter and other Third Party restrictions.

(b) Websites. Arena Manager may promote the Arena through the Internet in accordance with this Agreement, the Standards and all Applicable Law.

(c) Sponsorship, Naming, Premium Seating and Facility Use Fee Rights. Subject to the rights of the Coyotes under the Coyotes Lease, the City hereby grants Arena Manager the sole and exclusive right to (i) sell sponsorship, naming and premium seating (including club seat and luxury suite) rights for the Arena and (ii) charge facility use fees with respect to events at the Arena, and proceeds from each of the foregoing shall be Gross Operating Revenue.

ARTICLE IX
TRANSFERS

Section 9.1 Assignment by Arena Manager. Arena Manager shall not cause, permit or suffer any Assignment of this Agreement without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion; provided that Arena Manager shall have the right, without the City's consent, to:

(a) effect an Assignment of this Agreement, in whole, but not in part, to any Affiliate of Arena Manager or any purchaser of all or substantially all of the assets of Arena Manager but only if such assignee Affiliate shall have the capacity and ability to Operate the Arena in a substantially similar manner as Arena Manager and as otherwise required under this Agreement; or

(b) assign its right, conditionally or otherwise, to receive payments under this Agreement.

Section 9.2 Assignment by the City. The City shall not cause, permit or suffer any Assignment of this Agreement without the prior written consent of Arena Manager, which may be withheld in Arena Manager's sole and absolute discretion; provided that the City shall have the right, without Arena Manager's consent, to:

(a) effect an Assignment of this Agreement, in whole, but not in part, to any successor owner of the Real Property but only if such assignee shall have the capacity and ability to perform the City's obligations under this Agreement; or

(b) assign its right, conditionally or otherwise, to receive payments under this Agreement.

Section 9.3 Effect of Prohibited Assignment. Any assignment by either Party of this Agreement in violation of the provisions of this Article IX shall be null and void at the sole discretion of the Party whose rights pursuant to Article IX were violated upon such assignment. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 9.4 Assignment Restrictions. Other than as set forth in Section 9.1 and Section 9.2, neither Party shall cede, assign or delegate its respective rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in each Party's sole and absolute discretion.

ARTICLE X
INSURANCE POLICIES

Section 10.1 Coverage.

(a) Insurance to Be Maintained by the City During Term. At all times during the Term, the City shall procure and maintain, on behalf of the City and Arena Manager, insurance respecting the Arena in the forms and coverages, policy limitations and amounts as follows, or such other coverages, policy limitations and amounts as are approved by the City and Arena Manager:

(i) Commercial general liability insurance including bodily injury, property damage, products and completed operations, contractual liability and personal and advertising injury with not less than Ten Million Dollars ($10,000,000) per occurrence/general aggregate. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

(ii) Comprehensive automotive liability insurance covering bodily injury and property damage for hired, owned and non-owned vehicles with combined single limit of not less than Ten Million Dollars ($10,000,000) combined single limit.

(iii) Workers compensation insurance as required by the State of Arizona with statutory limits and employers liability at a limit of One Million ($1,000,000) per accident for bodily injury or disease.

(b) Insurance to Be Maintained by Arena Manager During Term. At all times during the Term, Arena Manager shall procure and maintain, on behalf of the City and Arena Manager, insurance respecting the Arena in the forms and coverages, policy limitations and amounts as follows, or such other coverages, policy limitations and amounts as are approved by the City and Arena Manager:

(i) Commercial general liability insurance including bodily injury, property damage, products and completed operations, contractual liability and personal and advertising injury with not less than Twenty-five Million ($25,000,000) per occurrence/general aggregate. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

(ii) Comprehensive automotive liability insurance covering bodily injury and property damage for hired, owned and non-owned vehicles with combined single limit of not less than Twenty-five Million Dollars ($25,000,000) per occurrence. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

(iii) Workers compensation insurance as required by the State of Arizona with statutory limits and employers liability at a limit of One Million ($1,000,000) per accident for bodily injury or disease.

(iv) Comprehensive crime insurance covering Arena Manager's directors, officers, agents and employees in the amount of Ten Million Dollars ($10,000,000). Policy shall include coverage for third party fidelity, include coverage for theft, contain no requirement for arrest and conviction, shall cover loss outside premises of Arena Manager and shall endorse the City as loss payee as the City's interests may appear.

(v) Property insurance written on an all risk, replacement cost coverage basis, including coverage for business interruption, flood and earth movement, with City named as a loss payee; provided that coverage for flood and earth movement will be provided based on, and to the extent available on, commercially reasonable terms and subject to the then-effective Operating Budget.

(c) Cooperation. Each Party shall reasonably cooperate with the other Party in investigating and presenting any proof of loss or claim to any insurer.

Section 10.2 Additional Requirements.

(a) The other Party shall be included as an additional insured under the insurance policies required under Sections 10, except workers compensation and crime insurance.

(b) The Parties acknowledge that the insurance policies required under Sections 10 may contain exclusions that are reasonable and customary for policies of such type.

(c) Each policy required under Sections 10.1 shall provide thirty (30) days' prior written notice of cancellation.

(d) Each Party shall deliver to the other Party certificates evidencing the insurance policies required to be carried by such Party under Section 10 within ten (10) days after the Effective Date and on or before renewal of each policy expiration date.

(e) Each Party's insurance is to be placed with insurers with a current A.M. Best's rating of at least A:VI, unless otherwise acceptable to the other Party.

(f) Arena Manager's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City shall be excess insurance and shall not contribute with Arena Manager's insurance.

(g) All premiums and other costs (including deductibles or retentions) of the insurance policies required under Section 10.1(b) shall be an Operating Expense.

Section 10.3 Waiver of Subrogation. Each Party hereby waives any right to subrogation that any insurer of such Party may acquire against the other Party by virtue of the payment of any loss under such insurance. This provision applies regardless of whether a waiver of subrogation endorsement was provided by the applicable insurer.

ARTICLE XI
INDEMNIFICATION

Section 11.1 Indemnification by Arena Manager. Subject to Section 11.3, Arena Manager shall defend, indemnify, and hold harmless the City and its employees and agents, and the successors and assigns of each of the foregoing (collectively, the "City Indemnified Parties") for, from and against any and all Unrecovered Losses in excess of any Third Party Awards incurred by such City Indemnified Parties by reason of Arena Manager's Breach, Negligence or Willful Misconduct.

Section 11.2 Indemnification by the City. Subject to Section 11.3, the City shall defend, indemnify, and hold harmless Arena Manager and its Affiliates, and their respective equity holders, trustees, beneficiaries, directors, officers, employees and agents, and the successors and assigns of each of the foregoing (collectively, the "Arena Manager Indemnified Parties") for, from and against any and all Unrecovered Losses in excess of any Third Party Awards incurred by such Arena Manager Indemnified Parties by reason of the negligence, willful misconduct, or breach of this Agreement by any City Indemnified Party.

Section 11.3 Indemnification Procedures.

(a) In the event that any Action shall be instituted or asserted or any Losses shall arise in respect of which indemnity may be sought by an Indemnified Party pursuant to Section 11.1 or 11.2, such Indemnified Party shall promptly notify the Indemnifying Party in writing. The failure to provide notice, however, shall not release the Indemnifying Party from any of its obligations hereunder except to the extent that such Indemnifying Party is materially prejudiced by such failure.

(b) The Indemnifying Party shall have the right to participate in and control the defense of any such Action and, in connection therewith, to retain appropriately qualified

counsel. The Indemnifying Party shall keep the Indemnified Party apprised of the status of such Action and shall consider in good faith recommendations made by the Indemnified Party with respect thereto.

(c) In any such Action, any Indemnified Party shall have the right to retain its own counsel at its own expense; provided that the fees and expenses of such Indemnified Party's counsel shall be at the expense of the Indemnifying Party if (i) the Parties shall have mutually agreed to the retention of such counsel, (ii) the Indemnifying Party shall have failed, within a reasonable time after having been notified of the existence of an indemnified claim, to assume the defense of such indemnified claim or (iii) if, in the Indemnified Party's reasonable judgment, a conflict of interest exists between the Indemnified Party and the Indemnifying Party at any time during the defense of such Action (and such conflict would be deemed to exist with respect to any dispute as to whether such Action arises from Arena Manager's Breach, Negligence or Willful Misconduct). It is understood that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Party, in connection with any Action or related Actions in the same jurisdiction, be liable for the fees and expense of more than one separate firm for all Indemnified Parties (unless such firm is not resident in the jurisdiction in which the indemnified claim is being litigated, in which case the Indemnified Parties may also hire at the Indemnifying Party's expense one separate firm resident in the jurisdiction in which the indemnified claim is being litigated to handle local matters in lieu of the non-resident firm) and that all such fees and expenses shall be reimbursed as they are incurred; provided that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the judgment of an Indemnified Party for the same counsel to represent such Indemnified Party and any other Indemnified Party, then all similarly situated Indemnified Parties shall be entitled to retain one counsel at the expense of the Indemnifying Party.

(d) The Indemnifying Party shall not be liable for any settlement of any Action without its prior written consent (which consent shall not be unreasonably withheld or delayed). The Indemnifying Party shall not effect any settlement of any pending or threatened Action in respect of which any Indemnified Party is seeking indemnification hereunder without the prior written consent of each such Indemnified Party (which consent shall not be unreasonably withheld or delayed), unless such settlement includes an unconditional release of each such Indemnified Party from all liability and claims that are the subject matter of such Action.

(e) As necessary or useful to the defending party in effecting the foregoing procedures, the Indemnifying Party and the Indemnified Party shall cooperate in the execution and delivery of agreements, instruments and other documents and in the provision of access to witnesses, documents and property (including access to perform interviews, physical investigations or other activities).

Section 11.4 Survival. This Article XI shall survive the expiration or termination of this Agreement.

ARTICLE XII
CASUALTY; CONDEMNATION

Section 12.1 Casualty. In the event the Arena shall be damaged or destroyed by any Casualty, the restoration of the Arena or any damaged portion thereof shall be deemed a Capital Improvement and subject to the provisions of Section 5.3(b).

Section 12.2 Condemnation. If all or any portion of the Arena shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition or like proceeding by (or a deed in lieu of condemnation given by the City to) any Governmental Authority, for any public or quasi-public use or purpose (each, a "Condemnation"), and such portion taken or condemned renders it imprudent, unsuitable or commercially impractical to continue to Operate the Arena as Operated immediately preceding such Condemnation, then the City or Arena Manager shall have the right to terminate this Agreement as of the date that the City shall be required to surrender possession of the Arena or such portion thereof as a consequence of such Condemnation, provided that it has delivered written notice of such termination to the other Party within ninety (90) days after the date the terminating Party obtains written notice of such Condemnation. Neither Party shall have any obligation to each other following such termination, except for those liabilities and obligations that expressly survive the termination of this Agreement. If a Condemnation affects only a part of the Arena that does not make it imprudent, unsuitable or commercially impractical to operate the remainder of the Arena in accordance with the Standards, this Agreement shall not terminate. Any Condemnation award or similar compensation received by the City on account of any Condemnation shall be the property of the City, and Arena Manager shall make no claim with respect thereto; provided that Arena Manager shall be entitled to retain any Condemnation award or similar compensation received by Arena Manager on account of any Condemnation with respect to its interest in the Arena.

ARTICLE XIII
DEFAULTS AND TERMINATIONS

Section 13.1 Event of Default. The following actions or events shall constitute an "Event of Default" under this Agreement:

(a) A failure by a Party to pay any amount of money to the other Party when due and payable under this Agreement that is not cured within ten (10) Business Days after delivery of notice to the defaulting Party;

(b) A failure by the City to perform its obligations under Section 4.1(a);

(c) A material breach by a Party of any representation or warranty expressly set forth in this Agreement;

(d) An Assignment by a Party in violation of Article X;

(e) (i) The insolvency of a Party, (ii) a Party's failure generally to pay its debts as such debts become due; (iii) a general assignment or similar arrangement by a Party for the benefit of its creditors; (iv) the filing by a Party of a petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws; (v) the filing of a petition for relief under

applicable bankruptcy, insolvency or similar debtor relief laws by any Person against a Party which is consented to by such Party, (vi) the appointment or petition for appointment of a receiver, custodian, trustee or liquidator to oversee all or any substantial part of a Party's assets or the conduct of its business, (vii) any action by a Party for dissolution of its operations; or (viii) any other similar proceedings in any relevant jurisdiction affecting a Party;

(f) The issuance of a levy or an attachment against all or any material portion of the Arena resulting from a final judgment against a Party for which all appeal periods have expired and which is not fully covered by insurance; and

(g) The failure by any Party to timely perform, keep or fulfill all or any portion of the terms, covenants, undertakings, duties, obligations or conditions set forth in this Agreement to be performed by such Party (other than those specified in Sections 13.1(a) through (f) above), and the continuance of such failure for a period of sixty (60) days after receipt by the defaulting Party of written notice thereof from the other Party specifying such failure, provided that in the event such failure is amenable to cure and is of a nature that it cannot, with due diligence, using commercially reasonable efforts, and in good faith, be cured within sixty (60) days, it shall not constitute an Event of Default unless such defaulting Party fails to commence to cure such default within the aforementioned 60-day period, and thereafter to prosecute the curing of such failure with due diligence and in good faith (it being intended that, in connection with a failure not susceptible of being cured with diligence and in good faith within sixty (60) days, the time of such defaulting Party within which to cure the same shall be extended for such period as may be necessary for the curing thereof with due diligence, using commercially reasonable efforts and in good faith, provided such party commences to cure within such 60-day period).

IN NO EVENT SHALL ARENA MANAGER BE DEEMED IN DEFAULT OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR APPLICABLE LAW SOLELY BY REASON OF THE FAILURE OF THE FINANCIAL PERFORMANCE OF THE ARENA TO MEET THE CITY'S EXPECTATIONS, INCOME PROJECTIONS OR OTHER MATTERS INCLUDED IN THE THEN-EFFECTIVE OPERATING BUDGET.

Section 13.2 Remedies for Event of Default. If any Event of Default occurs, the non-defaulting Party shall have the right to exercise against the defaulting Party any rights and remedies available to the non-defaulting Party under this Agreement or (subject to the provisions of this Agreement), at law or in equity; provided that neither Party shall have the right to terminate this Agreement during the continuance of an Event of Default unless such Event of Default is material (it being understood that any Event of Default that constitutes intentional misconduct or fraud is deemed material except that any intentional misconduct or fraud by Arena Personnel shall not be imputed to Arena Manager for purposes of this Section 13.2, unless such intentional misconduct or fraud resulted from the intentional misconduct or fraud of Arena Manager Corporate Personnel in supervising such Arena Personnel). If the alleged defaulting Party disputes the non-defaulting Party's right to terminate this Agreement, such dispute shall be resolved in accordance with Article XIV. If termination of this Agreement is an available remedy, such remedy may be exercised by the non-defaulting Party only by written notice to the defaulting Party, in which case this Agreement shall terminate on either the date specified in this Agreement, or if not specified in this Agreement, the date specified by the non-defaulting Party

in the termination notice, which date shall in no event be sooner than ten (10) days, nor later than thirty (30) days, after the delivery of such notice.

Section 13.3 No Release of Liability. No termination of this Agreement by either Party pursuant to this Article XII shall relieve the other Party of any liability or obligation it may have to the terminating Party pursuant to this Agreement by reason of the circumstances that caused the terminating Party to terminate this Agreement.

Section 13.4 Actions to be Taken on Termination. The Parties shall take the following actions upon the expiration or termination of this Agreement:

(a) Payment of Expenses for Termination. If this Agreement is terminated by Arena Manager for any reason, the City shall be responsible for all reasonable and customary expenses arising as a result of such termination, and the City shall reimburse Arena Manager and its Affiliates immediately upon receipt of any invoice from Arena Manager for any reasonable and customary expenses incurred by Arena Manager or any of its Affiliates in connection with the termination of this Agreement, including those arising in connection with severing the employment of any Arena Personnel (with severance benefits calculated in accordance with Arena Manager's severance policies) or terminating any lease or contract with respect to which the City elects not to take assignment under Section 13.4(e). Any and all severance payments paid to any Arena Personnel in connection with the termination of this Agreement shall be subject to the prior written approval of the City, which approval shall not be unreasonably withheld. Arena Manager will endeavor to mitigate expenses arising from the termination of any lease or contract.

(b) Payment of Amounts Due to Arena Manager. All amounts due Arena Manager or any of its Affiliates under this Agreement through the effective date of expiration or termination shall be paid to Arena Manager and its Affiliates no later than the effective date of such expiration or termination.

(c) Usage of Trademarks and Proprietary Rights. Neither the City nor any Person acting for or on behalf of the City, nor Arena Manager nor any of its Affiliates, shall identify the Arena in any manner as an Operating Group Managed Asset or an arena operated by Arena Manager or any of its Affiliates. The City and Arena Manager immediately shall take all steps reasonably requested by the other Party to disassociate the Arena and the City from the Trademarks owned by Arena Manager, and the City shall delete all Trademarks owned by Arena Manager, if any, from the Arena's name (including all exterior and interior signage bearing any of the Trademarks owned by Arena Manager), and the City shall cease using all FF&E and Supplies bearing any of the Trademarks owned by Arena Manager and all Arena Manager Proprietary Rights on the effective date of expiration or termination. If the City fails to remove such signage after receiving written notice of such failure from Arena Manager, FF&E and Supplies bearing any of the Trademarks owned by Arena Manager immediately upon such expiration or termination, Arena Manager shall have the right, at the City's expense, to enter the Arena and remove them. Arena Manager shall not have any liability for the cost to repair or restore the Arena or damage to the Arena resulting from such removal so long as Arena Manager used reasonable and ordinary care in removing such signage, FF&E and Supplies, provided that,

in all other events, Arena Manager shall, at its sole cost and expense, repair or restore the Arena or damage to the Arena resulting from such removal.

(d) Third Party Software and Hardware. If Arena Manager has leased or licensed any third party Hardware or Software for use at the Arena in connection with any Centralized Services under this Agreement, the City shall have the right, at its option, to request that either (a) Arena Manager transfer such lease or license to the City, or (b) the City buy out the lease or license at the City's expense. Any such transfer or buy-out of the lease or license shall be subject to the consent or approval of the Third Party lessor or licensor. If the lease or license is not transferable or cannot be bought out, Arena Manager shall, at its sole cost and expense, remove all such Third Party Hardware or Software from the Arena within thirty (30) days after the effective date of expiration or termination of this Agreement.

(e) Assignment and Transfers to the City. Arena Manager shall assign and transfer to the City, subject to City approval (which approval shall not be unreasonably withheld, conditioned, or delayed): (a) all leases and contracts with respect to the Arena entered into by Arena Manager or any of its Affiliates (if any) in connection with the Operation of the Arena, and the City shall assume, in writing, all obligations of Arena Manager under such leases and contracts from and after the date of such assignment, in form and substance reasonably satisfactory to the City and Arena Manager; (b) all right, title and interest in and to all Approvals, including liquor licenses held by Arena Manager or any of its Affiliates (if any) in connection with the Operation of the Arena, to the extent such assignment or transfer is permitted under Applicable Law; and (c) all books and records of the Arena (but excluding any Proprietary Rights); provided that the City shall retain all such books and records and make them available to Arena Manager at the Arena at all reasonable times (but not more frequently than once per year) for inspection, audit, examination and photocopying, at Arena Manager's expense, for at least five (5) years after the date of such expiration or termination. Arena Manager shall remove its signatories from the Bank Accounts as of the effective date of such expiration or termination, subject to payment of all amounts due to Arena Manager and its Affiliates under Section 13.4(b). In addition, all reports, records, including financial books and records, and other documents pertaining to the Arena shall be surrendered by Arena Manager to the City. Before transferring any Hardware, Software or books and records to the City or any successor operator, Arena Manager may be required under Applicable Law regarding data privacy to destroy historic and extraneous personally identifiable information, credit card information and other sensitive information in such Hardware, Software or books and records.

(f) Bookings. Arena Manager shall, no later than the effective date of termination, provide the City with a complete list of all bookings, the terms applicable thereto, and the amount of advance deposits (if any) received with respect to each such booking for the Arena. The City shall honor, and shall cause any successor manager or operator to honor, all business confirmed for the Arena scheduled for a date after the effective date of termination in accordance with such bookings as have been accepted by Arena Manager pursuant to, and in accordance with, the terms of this Agreement.

(g) Bank Accounts. Any amounts remaining in the Bank Accounts on the expiration or termination of this Agreement shall be disbursed in accordance with Section 4.2; provided that Arena Manager may, after not less than fifteen (15) Business Days' prior written

notice to the City, and after receiving written approval from the City therefor, deduct and retain prior to such disbursement all amounts owed by the City to Arena Manager and its Affiliates under this Agreement.

(h) Final Accounting. Within sixty (60) days following the expiration or termination of this Agreement, Arena Manager shall (i) render a full accounting to the City (including all statements and reports in the forms herein required) for the final quarter ending on the date of expiration or termination, and (ii) cause to be prepared and delivered to the City, as an Operating Expense, an Annual Operating Statement for the final Fiscal Year, containing the reports and other items and prepared on the same basis as under Section 6.2. The final Annual Operating Statement delivered pursuant to this Section 13.4(h), and all information contained therein, shall be binding and conclusive on the City and Arena Manager unless, within one hundred eighty (180) days following the delivery thereof, either Party shall deliver to the other Party written notice of its objection thereto setting forth in reasonable detail the nature of such objection. If the City and Arena Manager are unable thereafter to resolve any disputes between them with respect to the matters set forth in the final Annual Operating Statement within sixty (60) days after delivery by either Party of the aforesaid written notice, either Party shall have the right to cause such dispute to be resolved in accordance with the provisions of Article XIV.

(i) Transition. Except if this Agreement is terminated by Arena Manager pursuant to Section 13.4(a), upon the expiration or early termination of this Agreement, for a period of up to four (4) months after such expiration or early termination, Arena Manager shall cooperate with the City in all reasonable ways in the transition of the provision of its services to the City or the City's new arena manager to effect an orderly and expeditious transition of such services, with as little hindrance to the operation of the Arena as reasonably practicable.

(j) Survival. This Section 13.4 shall survive the expiration or termination of this Agreement.

Section 13.5 Notice of Termination to Employees. The City acknowledges that Arena Manager or one or more of its Affiliates may have an obligation under Applicable Law (including the WARN Act) or employment agreements, collective bargaining agreements, or other similar agreements with Arena Personnel or labor organizations that represent Arena Personnel to give advance notice to Arena Personnel of any termination of employment in connection with the expiration or termination of this Agreement, and that failure to comply with such notification obligation might give rise to certain liabilities under Applicable Law or such agreements. Accordingly, notwithstanding anything to the contrary in this Agreement, if this Agreement is terminated by either Party, then the effective date of termination shall be extended as necessary to permit Arena Manager to comply with all time periods under Applicable Law (including the WARN Act) or such agreements (if any), unless the terminating Party agrees in writing to defend, indemnify and hold harmless the other Party's Indemnified Parties in accordance with Section 11.1 from and against all Unrecovered Losses arising as a result of such non-compliance due to such termination.

ARTICLE XIV
DISPUTE RESOLUTION

Section 14.1 Executive Negotiations. In the event of any dispute between the Parties concerning or arising out of this Agreement, the Party seeking the resolution of such dispute shall give written notice to the other Party. Promptly following delivery of such notice, Arena Manager shall designate a representative of Arena Manager (the "Arena Manager Representative") and the City shall designate a representative of the City (the "City Representative") by written notice to the other Party. For a period of ten (10) Business Days following the delivery of such notice, the Arena Manager Representative and the City Representative shall meet in person or by teleconference and negotiate with each other in good faith in an attempt to resolve such dispute.

Section 14.2 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Arizona, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Arizona.

Section 14.3 Submission to Jurisdiction. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other Party or its successors or assigns shall be brought and determined in the State of Arizona, the courts of the United States of America for the District of Arizona, and appellate courts thereof, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Arizona, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Arizona as described herein. Each of the Parties further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Arizona as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 14.4 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 14.5 Survival. This Article XIV shall survive the expiration or termination of this Agreement.

ARTICLE XV
REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

Section 15.1 Representations and Warranties. Each Party represents and warrants to the other Party as follows:

(a) Organization and Authority. Such Party (i) is duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all necessary power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted and (ii) is duly qualified or licensed as a foreign entity to do business, and in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for any such failures to be so qualified or licensed and in good standing that would not prevent or materially hinder the performance of the actions contemplated by this Agreement.

(b) Authority. Such Party has all necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the actions contemplated hereby. The execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated hereby have been duly and validly authorized by all requisite action on its part. This Agreement has been duly executed and delivered by such Party and constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(c) No Conflict. The execution, delivery and performance by such Party of this Agreement do not and will not (i) conflict with or violate its certificate of incorporation or bylaws or equivalent organizational documents, (ii) conflict with or violate any Applicable Law or (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, require any consent of any Person pursuant to, or give to any Person any rights pursuant to, any contract, agreement or arrangement by which such Party is bound, except, in the case of the foregoing clauses (i) or (ii), for any such conflicts, violations, breaches, defaults or other occurrences that would not prevent or materially hinder the performance of the actions contemplated by this Agreement.

Section 15.2 Arena Manager's and the City's Covenants.

(a) Good Standing. Each of Arena Manager and the City shall take all actions as may be necessary to ensure that it remains in good standing in the jurisdiction of its organization, and duly qualified to do business in the jurisdiction in which the Arena is located; provided that Arena Manager need not be duly qualified to do business in the jurisdiction in which the Arena is located until the Service Date.

(b) Approvals. Subject to the terms of this Agreement, Arena Manager, with the cooperation of the City, shall obtain and maintain all Approvals required to be held in the City's name (or at the request of the City, the name of an individual on its behalf or a combination thereof) that are necessary to enable Arena Manager to operate the Arena in accordance with the terms of this Agreement, and each Party shall cooperate diligently with the efforts of the other to obtain and maintain such permits and licenses.

(c) Arena. The City shall ensure that the Arena is in good working order and condition and in compliance with the Standards as of the Service Date. Arena Manager shall have the right, not later than ten (10) days before the Service Date and accompanied by a representative of the City, to inspect the Arena to confirm the City's compliance with the foregoing. The City shall, no later than the Service Date and at the City's expense, make such reasonable repairs and modifications as Arena Manager or the City determines are necessary following such inspection to put the Arena in good working order and condition and in compliance with the Standards. In no event shall the costs and expenses for such repairs or modifications reduce the Arena Capital Fund or any amounts due from the City under this Agreement.

(d) Coyotes Lease.

(i) The City shall terminate Outgoing Manager's management rights under the Coyotes Lease and amend the Coyotes Lease to reflect such termination before the Service Date. It is a condition precedent to Arena's obligation to perform under this Agreement that the City comply with its obligations set forth in the immediately preceding sentence. Should the City fail to comply with such obligations, Arena Manager may terminate this Agreement immediately upon written notice to the City. The City and Arena Manager acknowledge and agree that Arena Manager has the exclusive right to negotiate, enter into, administer, amend and terminate the Coyotes Lease during the Term, provided that any amendment or restatement of the buyout provisions set forth therein shall be subject to the prior written approval of the City.

(ii) If the Coyotes Lease is amended or replaced at any time during the Term by Arena Manager, the City or an authorized agent of the City shall have the right, following written request made to Arena Manager therefor, to review, in its entirety, the Coyotes Lease as amended or replaced. The City shall take all reasonable and necessary steps, in accordance with Applicable Law, to protect any information contained in the Coyotes Lease that is identified by Arena Manager as confidential and proprietary information. If there is any Action related to the City's efforts to protect from disclosure the confidential or propriety information of Arena Manager, Arena Manager shall assume the defense of such Action.

(iii) Arena Manager and the City shall perform their respective obligations and enforce their respective rights under the Coyotes Lease throughout the Term, and shall comply with all reasonable requests by the other Party with respect to the same.

(iv) The City represents and warrants that, as of the date of the Effective Date and as of the Service Date, the Coyotes Lease is (or will be) in full force and effect, a true and correct copy of the Coyotes Lease has been provided by the City to Arena Manager, that there exists no default by either party under the Coyotes Lease, and that no notice

of termination has been delivered or received by the City with respect to the Coyotes Lease (except any notice from the City to Outgoing Manager terminating Outgoing Manager's management rights under the Coyotes Lease).

(e) Arizona Revised Statute 38-511. The City represents and warrants that, to its knowledge as of the Effective Date, no Person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is an employee or agent of Arena Manager in any capacity or a consultant to Arena Manager with respect to the subject matter of this Agreement.

Section 15.3 ACKNOWLEDGEMENTS. THE CITY AND ARENA MANAGER EACH ACKNOWLEDGE AND CONFIRM TO THE OTHER THAT:

(a) NO ADDITIONAL REPRESENTATIONS OR WARRANTIES. NEITHER PARTY HAS MADE ANY PROMISES, REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND WHATSOEVER TO THE OTHER PARTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND NO PERSON IS AUTHORIZED TO MAKE ANY PROMISES, REPRESENTATIONS, WARRANTIES OR GUARANTIES ON BEHALF OF EITHER PARTY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(b) NO RELIANCE. NEITHER PARTY HAS RELIED UPON ANY STATEMENTS OR PROJECTIONS OF REVENUE, SALES, EXPENSES, INCOME, PROFITABILITY, VALUE OF THE ARENA OR SIMILAR INFORMATION PROVIDED BY THE OTHER PARTY BUT HAS INDEPENDENTLY CONFIRMED THE ACCURACY AND RELIABILITY OF ANY SUCH INFORMATION AND IS SATISFIED WITH THE RESULTS OF SUCH INDEPENDENT CONFIRMATION.

(c) IRREVOCABILITY OF CONTRACT. IN ORDER TO REALIZE THE FULL BENEFITS CONTEMPLATED BY THE PARTIES, THE PARTIES INTEND THAT THIS AGREEMENT SHALL BE NON-TERMINABLE, EXCEPT FOR AN EVENT OF DEFAULT AND THE SPECIFIC TERMINATION RIGHTS IN FAVOR OF A PARTY SET FORTH IN THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ALL RIGHTS TO TERMINATE THIS AGREEMENT AT LAW OR IN EQUITY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR AS EXPRESSLY SET FORTH IN ARIZONA REVISED STATUTE §38-511.

ARTICLE XVI
GENERAL PROVISIONS

Section 16.1 Construction of this Agreement. The following principles will be applied in interpreting this Agreement:

(a) Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction for any reason, the remainder of this

Agreement shall in no way be affected and shall remain valid and enforceable for all purposes. Notwithstanding the foregoing, if any part of Article IV, Article VII, Article IX, Section 16.7, Section 16.10, Section 16.12 or Section 16.13 is held invalid, illegal or unenforceable for any reason, Arena Manager shall have the right to terminate this Agreement upon notice to the City, without any further liability or obligation to the City.

(b) Interpretation. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule, such reference shall be to a Section, Article, Exhibit or Schedule of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Exhibit or Schedule are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to the Agreement as a whole and not to any particular provision in this Agreement. The term "or" is not exclusive. The word "will" shall be construed to have the same meaning and effect as the word "shall." References to days mean calendar days unless otherwise specified. If the first or last day of any period of time set forth in this Agreement falls on a day other than a Business Day, such period shall commence or end (as the case may be) on the next Business Day.

(c) Currency. All references to "dollars" or "$" or "US$" in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement.

(d) Approvals. Unless expressly stated otherwise in this Agreement, whenever a matter is submitted to a Party for approval or consent in accordance with the terms of this Agreement, such Party has a duty to act reasonably and timely in rendering a decision on the matter.

(e) Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the Parties with respect to the subject matter hereof and thereof.

(f) Third Party Beneficiaries. For purposes of this Agreement, the Parties acknowledge and agree that AEG shall be an express third-party beneficiary of Article VII and Section 16.7 of this Agreement. Except for the rights and privileges granted to the AEG under this Agreement and as provided in Article X, all the provisions of this Agreement are intended to bind and to benefit only the Parties and their permitted successors and assigns. Except as provided in the immediately preceding sentence, it is not intended that any such provisions benefit, and it shall not be construed that these provisions benefit or are enforceable by, any creditors, contractors, brokers or other Third Parties.

(g) Time of the Essence. Time is of the essence for all purposes of this Agreement.

(h) Remedies Cumulative. Except as otherwise expressly provided in this Agreement, the remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by Applicable Law or under this Agreement, and a Party's exercise of any one or more remedies for any default shall not preclude such Party from exercising any other remedies at any other time for the same default.

(i) Waivers; Amendments. No failure or delay by a Party to insist upon the strict performance of any term or provision of this Agreement, or to exercise any right or remedy available to a Party for a breach, shall constitute a waiver of such breach or any subsequent breach of such term or provision. Neither this Agreement nor any of its terms or provisions may be waived or discharged except in writing signed by the Party against whom the enforcement of the waiver or discharge is sought. No waiver of any default shall affect or alter this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach. Neither this Agreement nor any of its terms or provisions may be amended, modified, or changed except in writing signed by both Parties.

(j) Survival. The expiration or termination of this Agreement shall not terminate or otherwise affect any rights or obligations of either Party that either expressly or by their nature survive the expiration or termination of this Agreement.

Section 16.2 Limitation on Arena Manager's Liabilities.

(a) Technical Advice. The City acknowledges that any review, advice, assistance, recommendation or direction provided by Arena Manager with respect to the design, construction, equipping, furnishing, decoration, alteration, improvement, renovation or refurbishing of the Arena: (i) is intended solely to assist the City in the development, construction, maintenance, repair and upgrading of the Arena and the City's compliance with its obligations under this Agreement; and (ii) does not constitute any representation, warranty or guaranty of any kind whatsoever that (A) there are no errors in the plans and specifications, (B) there are no defects in the design of construction of the Arena or installation of any building systems or FF&E therein, or (C) the plans, specifications, construction and installation work will comply with all the fire and life safety standards of Arena Manager or Applicable Law (including the American with Disabilities Act or similar laws or regulations governing public accommodations for Persons with disabilities). Accordingly, neither Arena Manager nor any of its Affiliates shall have any liability whatsoever to the City or any other Person for any (1) errors in the plans and specifications, (2) defects in the design of construction of the Arena or installation of any building systems or FF&E therein, or (3) noncompliance with any engineering and structural design standards, such fire and life safety standards or Applicable Law.

(b) Approvals and Recommendations. The City acknowledges that in granting any consents, approvals or authorizations under this Agreement, and in providing any advice, assistance, recommendation or direction under this Agreement, neither Arena Manager nor any of its Affiliates guarantee success or a satisfactory result from the subject of such consent, approval, authorization, advice, assistance, recommendation or direction.

Section 16.3 Notices. All notices, consents, determinations, requests, approvals, demands, reports, objections, directions and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by (a) personal delivery, (b) overnight DHL, FedEx, UPS or other similar courier service, (c) United States Postal Service as certified mail, postage prepaid, return receipt requested or (d) by fax or email provided that delivery also is made concurrently by one of the means described in clauses (a) through (c), addressed to the recipient Party at the addresses specified below, or at such other address as a Party may designate in accordance with this Section 16.3, and shall be deemed to have been received by the Party to whom such notice or other communication is sent upon (i) delivery to the address of the recipient Party by personal delivery, courier or the United States Postal Service, provided that such delivery is made prior to 5:00 p.m. (local time for the recipient Party) on a Business Day, otherwise the following Business Day; or (ii) attempted delivery to the address of the recipient Party by personal delivery, courier or the United States Postal Service if such recipient Party refuses delivery, or such recipient Party is no longer at such address, and failed to provide the sending Party with its current address in accordance with this Section 16.3.

The City's Notice Address

City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301
Attention: City Manager
Fax: 623-847-1399
Email: citymanager@glendaleaz.com

With a copy to:

City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301
Attention: City Attorney
Fax: 623-915-2391
Email: mbailey@glendaleaz.com

Arena Manager's Notice Address

800 West Olympic Boulevard
Los Angeles, CA 90013
Attention: Robert E. Newman, President
Fax: 213-763-5430
Email: bnewman@aegworldwide.com

With a copy to:

800 West Olympic Boulevard
Los Angeles, CA 90013
Attention: John Keenan

Fax: 213-742-7294
Email: jkeenan@aegworldwide.com

Section 16.4 Further Assurances. Each of the Parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under Applicable Law to consummate and make effective the transactions contemplated hereunder, including using reasonable efforts to obtain all licenses, permits, consents, approvals, authorizations, qualifications and orders of the competent Governmental Authorities required for such Party to enter into this Agreement, if any. Each of the Parties shall cooperate with the other Parties when required in order to effect the transactions contemplated hereunder.

Section 16.5 Relationship of the City and Arena Manager; Waiver of Fiduciary Duties.

(a) Relationship. Subject to the fiduciary duties owed by Arena Manager to the City pursuant to this Agreement, in carrying out its duties and obligations hereunder, the relationship of Arena Manager and any of its Affiliates providing the services to the City will be that of an agent. In every instance where Arena Manager executes any agreement or document on behalf of the City (pursuant to its rights set forth in this Agreement), Arena Manager shall do so in its capacity as an agent of the City and shall make such designation evident in any such agreement.

(b) LIMITATION ON FIDUCIARY DUTIES. TO THE EXTENT ANY FIDUCIARY DUTIES THAT MAY EXIST AS A RESULT OF THE RELATIONSHIP OF THE PARTIES ARE INCONSISTENT WITH, OR WOULD HAVE THE EFFECT OF EXPANDING, MODIFYING, LIMITING OR RESTRICTING ANY OF THE TERMS OF THIS AGREEMENT, (A) THE EXPRESS TERMS OF THIS AGREEMENT SHALL CONTROL, (B) THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH GENERAL PRINCIPLES OF CONTRACT INTERPRETATION WITHOUT REGARD TO THE COMMON LAW PRINCIPLES OF AGENCY, AND (C) ANY LIABILITY OF THE PARTIES SHALL BE BASED SOLELY ON PRINCIPLES OF CONTRACT LAW AND THE EXPRESS TERMS OF THIS AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT FOR THE PURPOSES OF DETERMINING THE NATURE AND SCOPE OF ARENA MANAGER'S FIDUCIARY DUTIES UNDER THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE DUTIES AND OBLIGATIONS SET FORTH HEREIN, ARE INTENDED TO SATISFY ALL FIDUCIARY DUTIES THAT MAY EXIST AS A RESULT OF THE RELATIONSHIP BETWEEN THE PARTIES, INCLUDING ALL DUTIES OF LOYALTY, GOOD FAITH, FAIR DEALING AND FULL DISCLOSURE, AND ANY OTHER DUTY DEEMED TO EXIST UNDER THE COMMON LAW PRINCIPLES OF AGENCY OR OTHERWISE (OTHER THAN THE DUTY OF GOOD FAITH AND FAIR DEALING IMPLIED UNDER GENERAL CONTRACT PRINCIPLES, INDEPENDENT OF THE COMMON LAW PRINCIPLES OF AGENCY). ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ANY FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHTS THAT ARE NOT EXPRESSLY IDENTIFIED, DESCRIBED AND SET FORTH IN THIS AGREEMENT, AND THUS UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ANY

RIGHT TO RECOVER OR OBTAIN ANY MONETARY, EQUITABLE OR OTHER RELIEF OR REMEDIES FOR ANY ALLEGED BREACH OR VIOLATION OF ANY ALLEGED FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHT OR OBLIGATIONS. THE CITY ACKNOWLEDGES AND AGREES THAT ITS CONSENT TO THE TRANSACTIONS AND CONDUCT BY ARENA MANAGER DESCRIBED IN THIS AGREEMENT AND ITS WAIVER OF ANY FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHTS OTHERWISE OWED BY ARENA MANAGER: (I) HAS BEEN OBTAINED BY ARENA MANAGER IN GOOD FAITH; (II) IS MADE KNOWINGLY BY THE CITY BASED ON ITS ADEQUATE INFORMED JUDGMENT AS A SOPHISTICATED PARTY AFTER SEEKING THE ADVICE OF COMPETENT AND INFORMED COUNSEL; AND (III) ARISES FROM THE CITY'S KNOWLEDGE AND UNDERSTANDING OF THE SPECIFIC TRANSACTIONS AND ACTIONS OR INACTIONS OF OPERATORS THAT ARE NORMAL, CUSTOMARY, AND REASONABLY EXPECTED IN THE ARENA MANAGEMENT INDUSTRY.

Section 16.6 Extraordinary Event. In the event of an Extraordinary Event, the obligations of the City and Arena Manager and the time period for the performance of such obligations (other than an obligation to pay any amount hereunder) shall be extended for each day that such Party is prevented, hindered or delayed in such performance during the period of such Extraordinary Event, except as expressly provided otherwise in this Agreement. Upon the occurrence of an Extraordinary Event, the affected Party shall give prompt notice of such Extraordinary Event to the other Party. If Arena Manager is unable to perform its obligations under this Agreement due to an Extraordinary Event, or Arena Manager reasonably deems it necessary to close and cease the Operation of all or any portion of the Arena due to an Extraordinary Event in order to protect the Arena or the health, safety or welfare of the its guests or Arena Personnel, then upon the approval of the City (except in the event of an emergency situation which poses an imminent threat to Persons or property where obtaining the City's prior approval is not feasible based on Arena Manager's reasonable discretion), Arena Manager may close or cease Operation of all or a portion of the Arena for such time and in such manner as Arena Manager reasonably deems necessary as a result of such Extraordinary Event, and reopen or recommence the Operation of the Arena when Arena Manager again is able to perform its obligations under this Agreement, and determines, in consultation with the City, that there is no unreasonable risk to the Arena or health, safety or welfare or its guests or Arena Personnel.

Section 16.7 Arena Manager Confidential Information; AEG Confidential Information.

(a) The City acknowledges that Arena Manager and its Affiliates will provide certain Arena Manager Confidential Information to the City in connection with the Operation of the Arena, and that such Arena Manager Confidential Information is proprietary to Arena Manager and its Affiliates, and includes trade secrets. Accordingly, during the Term and thereafter, in accordance with Applicable Law: (a) the City shall not use the Arena Manager Confidential Information in any other arena or similar entertainment venue, business or activity, and the City acknowledges such use would be an unfair method of competition; (b) the City shall maintain the confidentiality of, and shall not disclose to any Third Party (including the media), any Arena Manager Confidential Information, except to its Authorized Recipients, but only on a "need to know" basis in connection with its ownership of the Arena and only during the Term; (c) except as authorized by Arena Manager in writing, the City shall not make copies of any

portion of the Arena Manager Confidential Information disclosed in written, electronic or other form; and (d) the City shall make every effort to ensure that none of its Authorized Recipients uses, discloses or copies any Arena Manager Confidential Information, or take any other actions that are otherwise prohibited under this Section 16.7.

(b) The City acknowledges that Arena Manager and its Affiliates will provide certain AEG Confidential Information to the City in connection with the Operation of the Arena, and that such AEG Confidential Information is proprietary to AEG, and includes trade secrets. Accordingly, during the Term and thereafter in accordance with Applicable Law: (a) the City shall not use the AEG Confidential Information in any other arena or similar entertainment venue, business or activity, and the City acknowledges such use would be an unfair method of competition; (b) the City shall maintain the confidentiality of, and shall not disclose to any Third Party (including the media), any AEG Confidential Information, except to its Authorized Recipients, but only on a "need to know" basis in connection with its ownership of the Arena and only during the Term; (c) except as authorized by Arena Manager in writing, the City shall not make copies of any portion of the AEG Confidential Information disclosed in written, electronic or other form; and (d) the City shall make every effort to ensure that none of its Authorized Recipients uses, discloses or copies any AEG Confidential Information, or take any other actions that are otherwise prohibited under this Section 16.7.

(c) Notwithstanding the foregoing, the restrictions on the use and disclosure of AEG Confidential Information or Arena Manager Confidential Information, as the case may be, shall not apply to, and AEG Confidential Information and Arena Manager Confidential Information shall not include:

(i) the disclosure of information or techniques which are or become generally known in the arena management industry (other than through disclosure by the disclosing Party in violation of this Section 16.7 or any Authorized Recipient);

(ii) the disclosure of AEG Confidential Information or Arena Manager Confidential Information, as the case may be, to the extent necessary to assert any right or defend any claim arising under this Agreement;

(iii) the disclosure of AEG Confidential Information or Arena Manager Confidential Information, as the case may be, to the extent the disclosing Party or any Authorized Recipient is legally compelled to do so in accordance with Applicable Law, including reporting requirements applicable to public companies, or under the terms of a subpoena, order, civil investigative demand or similar process issued by a Governmental Authority; provided that, prior to any such disclosure, such disclosing Party shall, to the extent legally permissible: (A) promptly notify the non-disclosing Party of the existence, terms and circumstances surrounding such request; (B) consult with the non-disclosing Party regarding the advisability of taking legally available steps to resist or narrow such disclosure; (C) furnish only that portion of the AEG Confidential Information or Arena Manager Confidential Information, as the case may be, that, in the opinion of independent counsel for the non-disclosing Party (the reasonable fees of such independent counsel to be paid for by the non-disclosing Party), such disclosing Party is legally compelled to disclose; and (D) cooperate with the non-disclosing Party (or any

other Person having an interest in the AEG Confidential Information or Arena Manager Confidential Information, as the case may be) to obtain a protective order or other reliable assurance that confidential treatment will be accorded the AEG Confidential Information or Arena Manager Confidential Information, as the case may be;

(iv) In there is any Action related to the City's efforts to protect from disclosure the confidential or propriety information of Arena Manager, Arena Manager shall assume defense of such Action.

(v) the disclosure of any information that is or has become generally available to the public other than as a result of disclosure by the disclosing Party or an Authorized Recipient in breach of any of the provisions of this Agreement;

(vi) the disclosure of any information that has been independently developed by the disclosing Party or an Authorized Recipient; provided that it is developed entirely from sources other than AEG Confidential Information or Arena Manager Confidential Information, as the case may be, and otherwise without violating any of the provisions of this Agreement or any other similar agreement to which the disclosing Party (or any Authorized Recipient) is bound; or

(vii) the disclosure of any information made available to the disclosing Party or any Authorized Recipient on a non-confidential basis by any Third Party who is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the non-disclosing Party.

Each of the City and Arena Manager acknowledge that the disclosure or unauthorized use of information in violation of this Section 16.7 will cause irreparable injury to the other Party or one or more of its Affiliates, for which monetary damages would not provide an adequate remedy. This Section 16.7 shall survive the expiration or termination of this Agreement.

Section 16.8 Public Statements. The Parties shall consult with each other on all press releases and other official written public statements relating to the Arena or the Coyotes Lease, and neither Party shall issue any such press release or statement without first providing the other Party with a reasonable opportunity to review and comment upon such press release or statement.

Section 16.9 Foreign Corrupt Practices Act. Neither Party, nor any Person for or on behalf of such Party, shall make, and each Party acknowledges that the other Party will not make, any expenditure for any unlawful purposes in the performance of its obligations under this Agreement and in connection with its activities in relation thereto. Neither Party, nor any Person for or on behalf of such Party, shall, and each Party acknowledges that the other Party will not, make any offer, payment or promise to pay, authorize the payment of any money, or offer, promise or authorize the giving or anything of value, to (a) any government official, any political party or official thereof, or any candidate for political office, or (b) any other Person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any such official, to any such political party or official thereof, or to any candidate for political office for the purpose of: (i) influencing any

action or decision of such official party or official thereof, or candidate in its capacity, including a decision to fail to perform his or its official functions; or (ii) inducing such official party or official thereof, or candidate to use its influence with any Governmental Authority to effect or influence any act or decision of such Governmental Authority. Each Party represents and warrants to the other Party that no government official nor any candidate for political office has any direct or indirect ownership or investment interest in the revenues or profit of such Party or the Arena.

Section 16.10 Fees and Expenses; Attorneys' Fees. Except as otherwise provided herein, all fees and expenses incurred in connection with or related to this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees or expenses. In the event any Action is brought in respect of this Agreement or any of the documents referred to in this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in such Action from the non-prevailing party, in addition to any relief to which such party may be entitled.

Section 16.11 Execution of Agreement. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Such executed counterparts may be delivered by facsimile or electronic mail (via portable data format (pdf)) which, upon transmission to the other Party, shall have the same force and effect as delivery of the original signed counterpart.

Section 16.12 Limitation on Liability. The obligations of the Parties under this Agreement are not personal obligations of any Party's partners, members, shareholders, directors, officers, employees, agents or representatives, and no Party shall look to the assets of, nor seek recourse against, such partners, members, shareholders, directors, officers, employees, agents or representatives of the other Party. Neither Party shall be liable to the other for punitive damages with respect to this Agreement. Neither Party shall be liable to the other for consequential damages (including lost profits). The foregoing waiver of consequential and punitive damages shall not limit or affect the parties' indemnity rights under Article XI with respect to Claims from Third Parties for punitive or consequential damages. This Section 16.12 shall survive the expiration or termination of this Agreement.

Section 16.13 Conflicts of Interest Each Party, including each direct (not remote) member, officials, representative and employee of the City shall, at all times while this Agreement is in effect, be bound by all Applicable Law pertaining to conflicts of interest, and, to the extent prohibited by such laws, no City representative shall have any direct (not remote) personal interest in this Agreement or participate in any decision relating to this Agreement that relates to his or her personal interest or the interest of any entity in which he or she is, directly or indirectly, interested. The Parties acknowledge that the provisions of Arizona Revised Statutes §38-511, which are hereby incorporated in this Agreement by this reference, may create a situation in which the City might have a right to cancel this Agreement pursuant to Arizona Revised Statutes §38-511.

Section 16.14 Immigration Law Compliance. Arena Manager shall, to the extent applicable under Arizona Revised Statute §41-4401, comply with all federal immigration laws

and regulations that relate to Arena Manager's employees and shall comply with Arizona Revised Statute §23-214(A), which requires registration and participation with the E-Verify Program.

(a) A breach of this Section 16.14 may be considered a material breach of this Agreement subject to penalties up to and including termination of this Agreement to the extent such breach, under the facts and circumstances of such breach, would have a material and adverse effect on the Arena or the City.

(b) To the extent permitted by Applicable Law, the City retains the legal right to inspect the papers of Arena Manager to ensure that Arena Manager is compliant with this Section 16.14.

(c) The City may conduct random verification of the employment records of Arena Manager to ensure that Arena Manager is compliant with this Section 16.14. Arena Manager shall keep papers and records available for inspection by the City during normal business hours and will cooperate with the City in the exercise of its statutory duties and not deny reasonable access to Arena Manager's business premises or applicable papers or records for the purposes of enforcement of this Section 16.14.

(d) Arena Manager shall incorporate into any subcontract under this Agreement the same obligations imposed upon Arena Manager under this Section 16.14 and expressly accrue those obligations directly to the benefit of the City. Arena Manager also shall require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations imposed in this Section 16.14 and expressly accrue those obligations to the benefit of the City.

(e) Arena Manager's obligations under this Section 16.14 continue throughout the Term or until such earlier time as the City determines, in its sole discretion, that Arizona law has been modified such that compliance with this Section 16.14 is no longer a requirement.

The "E-Verify Program" as used in this Section 16.14 means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration, or any of its successor programs.

Section 16.15 Special Termination and Renegotiation Rights. If at any time during the Term (i) the Coyotes shall no longer be playing their regular season NHL games at the Arena for any reason, (ii) the Coyotes Lease is amended or replaced by a lease that contains different economic terms than the Coyotes Lease, or (iii) the Naming Rights Agreement is terminated or is amended or replaced by a naming rights agreement that results in reduced Naming Rights Fees (when compared to the Naming Rights Fees as of the Effective Date), then, upon the request of Arena Manager, the Parties shall negotiate in good faith to amend the terms of this Agreement to reflect any changes necessary as a result of such occurrence. If the Parties are unable to agree on appropriate amendments to this Agreement within thirty (30) days, Arena Manager shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Management Agreement as of the date first written above by their respective officers thereunto duly authorized.

THE CITY:

THE CITY OF GLENDALE

By:_____
Name: Kevin R. Phelps
Title: City Manager

ARENA MANAGER

AEG MANAGEMENT GLENDALE, LLC

By:_____
Name: _____
Title: _____

Attest:

_____
Pam Hanna, City Clerk

Approved as to form:

_____
Michael D. Bailey, City Attorney