

City of Glendale Council Meeting Agenda

February 14, 2012 – 7:00 p.m.

City Council meetings are telecast live at 7:00 p.m. on the second and fourth Tuesday of the month. Repeat broadcasts are telecast the second and fourth week of the month – Wednesday at 2:30 p.m., Thursday at 8:00 a.m., Friday at 8:00 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 1:30 p.m. on Glendale Channel 11.

Welcome!

We are glad you have chosen to attend this City Council meeting. We welcome your interest and encourage you to attend again.

Form of Government

The City of Glendale has a Council-Manager form of government. Legislative policy is set by the elected Council and administered by the Council-appointed City Manager.

The City Council consists of a Mayor and six Councilmembers. The Mayor is elected every four years by voters city-wide. Councilmembers hold four-year terms with three seats decided every two years. Each of the six Councilmembers represent one of six electoral districts and are elected by the voters of their respective districts (see map on back).

Council Meeting Schedule

The Mayor and City Council hold Council meetings to take official action two times each month. These meetings are held on the second and fourth Tuesday of the month at 7:00 p.m. Regular meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

Agendas may be obtained after 4:00 p.m. on the Friday before a Council meeting, at the City Clerk's Office in the Municipal Complex. The agenda and supporting documents are posted to the city's Internet web site, www.glendaleaz.com

Questions or Comments

If you have any questions about the agenda, please call the City Manager's Office at (623) 930-2870. If you have a concern you would like to discuss with your District Councilmember, please call (623) 930-2249, Monday - Friday, 8:00 a.m. – 5:00 p.m.

Public Rules of Conduct

The presiding officer shall keep control of the meeting and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, city staff, or members of the public are not allowed. It is inappropriate to utilize the public hearing or other agenda item for purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the presiding officer will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the presiding officer.

How to Participate

The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the Citizen Comments portion of the agenda is reached. Because these matters are not listed on the posted agenda, the City Council may not act on the information during the meeting but may refer the matter to the City Manager for follow-up.

Public Hearings are also held on certain agenda items such as zoning cases, liquor license applications and use permits. If you wish to speak or provide written comments about a public hearing item on tonight's agenda, please fill out a gold Public Hearing Speakers Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the public hearing on the item has been opened.

When speaking at the Podium, please state your name and the city in which you reside. If you reside in the City of Glendale, please state the Council District you live in and present your comments in five minutes or less.



**** For special accommodations or interpreter assistance, please contact the City Manager's Office at (623) 930- 2870 at least one business day prior to this meeting. TDD (623) 930-2197.**

**** Para acomodacion especial o traductor de español, por favor llame a la oficina del adminsitrador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.**

Councilmembers

Norma S. Alvarez - Ocotillo District
H. Philip Lieberman - Cactus District
Manuel D. Martinez - Cholla District
Joyce V. Clark - Yucca District
Yvonne J. Knaack – Barrel District



MAYOR ELAINE M. SCRUGGS

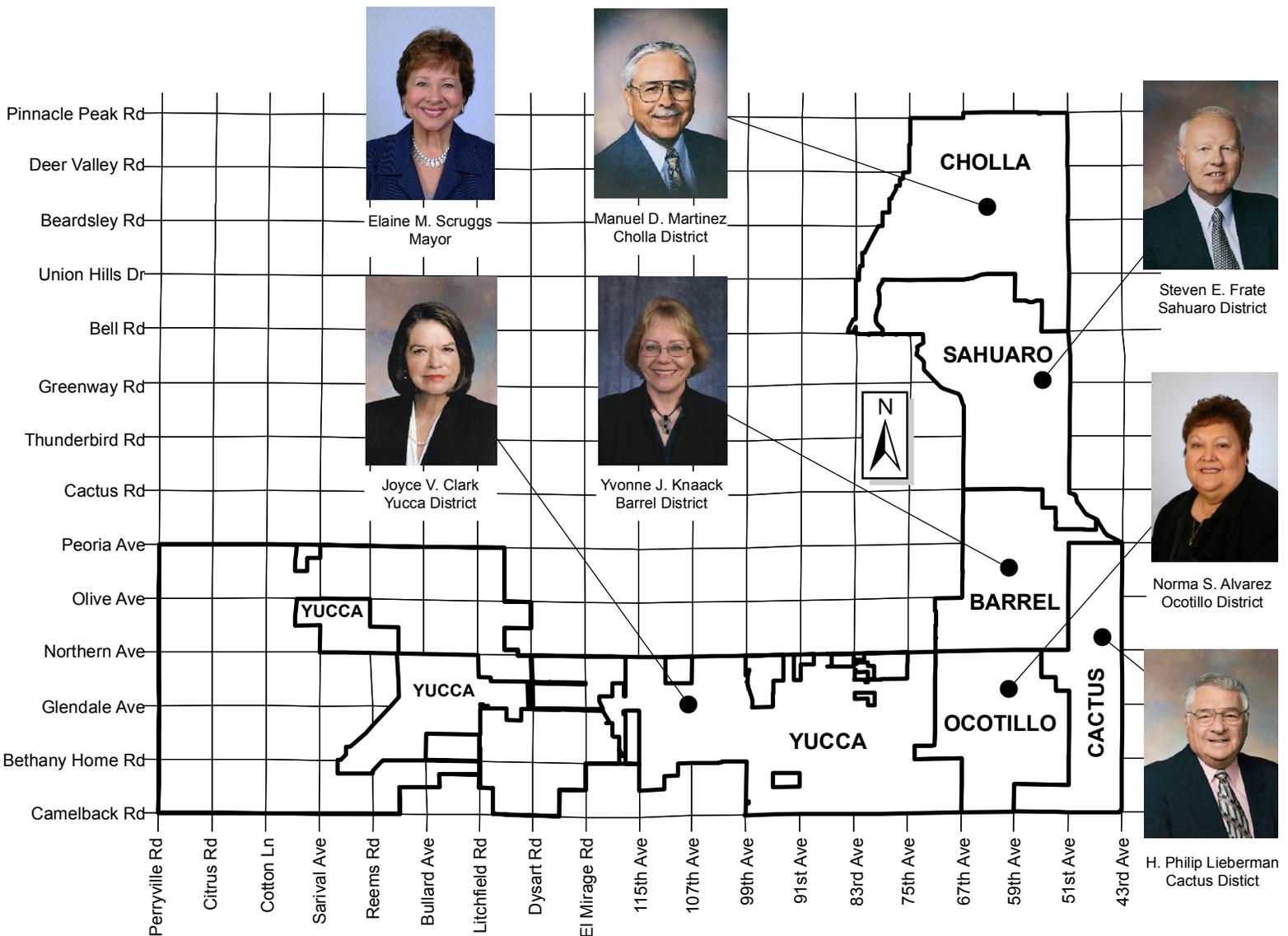
Vice Mayor Steven E. Frate - Sahuaro District

Appointed City Staff

Ed Beasley – City Manager
Craig Tindall – City Attorney
Pamela Hanna – City Clerk
Elizabeth Finn – City Judge



Council District Boundaries





**GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
February 14, 2012
7:00 p.m.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF January 24, 2012

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.

1. LIQUOR LICENSE NO. 5-0288, ZANZIBAR AFRICAN RESTAURANT

PRESENTED BY: Susan Matousek, Revenue Administrator

2. LIQUOR LICENSE NO. 5-1926, LENCHO'S FAMILY STYLE MEXICAN RESTAURANT

PRESENTED BY: Susan Matousek, Revenue Administrator

3. LIQUOR LICENSE NO. 5-4855, WAL-MART NEIGHBORHOOD MARKET #4213

PRESENTED BY: Susan Matousek, Revenue Administrator

CONSENT RESOLUTIONS

4. ACCEPTANCE OF STOP VIOLENCE AGAINST WOMEN GRANT

PRESENTED BY: Craig Tindall, City Attorney

RESOLUTION: 4540

5. WATER TRANSPORTATION AGREEMENT AMENDMENT

PRESENTED BY: Doug Kukino, Director, Environmental Resources

RESOLUTION: 4541

6. CONTRACT CHANGE ORDER NO. 5 WITH THE CITY OF PHOENIX FOR THE EXTENSION OF FEDERAL TRANSIT ADMINISTRATION GRANT AZ-90-X080
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services
RESOLUTION: 4542

7. EQUITABLE SHARING AGREEMENT WITH UNITED STATES DEPARTMENT OF JUSTICE
PRESENTED BY: Steve Conrad, Police Chief
RESOLUTION: 4543

BIDS AND CONTRACTS

8. RENTAL AGREEMENT WITH EMPIRE SOUTHWEST, LLC
PRESENTED BY: Steve Conrad, Police Chief

RESOLUTIONS

9. INTERGOVERNMENTAL AGREEMENTS WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services
RESOLUTION: 4544

10. INTERGOVERNMENTAL AGREEMENT FOR INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services
RESOLUTION: 4545

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

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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)).

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

APPROVAL OF THE MINUTES OF January 24, 2012

CONSENT AGENDA

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1. LIQUOR LICENSE NO. 5-0288, ZANZIBAR AFRICAN RESTAURANT

Purpose: This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Zanzibar African Restaurant located at 9250 North 43rd Avenue. The Arizona Department of Liquor Licenses and Control application (No. 12078969) was submitted by Omoshola A. Egbesemi.

Background: The location of the establishment is 9250 North 43rd Avenue in the Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 23,496. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	10
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	5
12	Restaurant	7
	Total	26

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

Public Input: No public protests were received during the 20-day posting period.

Recommendation: Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. LIQUOR LICENSE NO. 5-1926, LENCHO'S FAMILY STYLE MEXICAN RESTAURANT

Purpose: This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Lencho's Family Style Mexican Restaurant located at 6601 West Bethany Home Road, Suite A12-13. The Arizona Department of Liquor Licenses and Control application (No. 12078965) was submitted by Erica Alicia Gaytan.

Background: The location of the establishment is 6601 West Bethany Home Road, Suite A12-13 in the Ocotillo District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 33,406. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	12
12	Restaurant	2
	Total	22

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

Public Input: No public protests were received during the 20-day posting period.

Recommendation: Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

3. LIQUOR LICENSE NO. 5-4855, WAL-MART NEIGHBORHOOD MARKET #4213

Purpose: This is a request for City Council to approve a person-to-person, location-to-location transferable series 9 (Liquor Store - All Liquor) license for Wal-Mart Neighborhood Market #4213 located at 5050 North 83rd Avenue. The Arizona Department of Liquor Licenses and Control application (No. 09070500) was submitted by Clare Hollie Abel.

Background: The location of the establishment is 5050 North 83rd Avenue in the Yucca District. The property is zoned SC (Shopping Center). The population density within a one-mile radius is 23,082. This series 9 is a person-to-person, location-to-location transferable license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	2
	Total	7

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

Public Input: No public protests were received during the 20-day posting period.

Recommendation: Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

CONSENT RESOLUTIONS

4. ACCEPTANCE OF STOP VIOLENCE AGAINST WOMEN GRANT

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to accept a STOP Violence Against Women grant on behalf of the City Prosecutor's Office in the approximate amount of \$148,812 from the Arizona Governor's Office for Children, Youth, and Families.

Background: The City Prosecutor's Office takes on approximately 10,000 new cases annually. These misdemeanor offenses range from relatively minor traffic violations to DUIs, thefts and domestic violence (DV) offenses. Out of the aforementioned 10,000 cases, roughly 17% of those are DV related.

Funding from this grant will be used to hire a special Misdemeanor DV Prosecutor and DV Advocate for a term of one year. This funding would allow the City Prosecutor's Office to dedicate a special unit exclusively to prosecuting DV offenses. A DV Prosecutor and DV Advocate will allow the Prosecutor's Office to initiate practices that will aim to increase conviction rates by providing victims access to a special prosecutor, thereby enhancing the victims' understanding of the criminal process and court proceedings.

Previous Council/Staff Actions: This is the first time that the City Prosecutor's Office has applied for this STOP Violence Against Women grant. The Police Department, however, has received funding from this grant source starting as early as 2000 with the last acceptance by Glendale City Council on January 25, 2011 in the amount of \$68,558.

Budget Impacts & Costs: The program proposes to hire two full-time contract employees. The amount of the grant will cover the full salaries and benefits to those two employees with a 25% in-kind contribution being provided by the City through support staff services as well as operating expenses and supplies. The operating expenses and supplies consists of items such as

legal research expenses, telephone charges, postage and office equipment and supplies necessary for the two employees to perform their assigned duties.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					\$148,812

Account Name, Fund, Account and Line Item Number:

A specific project account will be established in Fund 1840, the city’s grant fund, once the grant agreement is formally accepted.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to accept a STOP Violence Against Women grant in the approximate amount of \$148,812 from the Arizona Governor’s Office for Children, Youth, and Families; and further authorize the City Manager to accept the grant renewable option for two additional twelve month contracts, contingent upon the availability of funds.

5. WATER TRANSPORTATION AGREEMENT AMENDMENT

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Amendment Number One to the Water Transportation Agreement with Salt River Valley Water Users’ Association, commonly known as Salt River Project (SRP).

Background: Since 1991, the city and SRP have had a perpetual Water Transportation Agreement. The current Water Transportation Agreement enables the city to use SRP infrastructure to transport non-SRP water supplies to city water treatment and storage facilities. This allows the city to better maintain service delivery and reliability during SRP water shortages by maximizing available water supplies and infrastructure use.

An amendment is needed to update the city facilities covered under the agreement. The amendment adds the city’s Oasis Water Campus to the list of city facilities eligible to receive non-SRP water through SRP’s water delivery infrastructure, including underground pipelines. The Oasis Water Campus was built after the current agreement was adopted.

Community Benefit: The Water Transportation Agreement provides the city significant and cost effective operational flexibility to effectively manage and utilize its non-SRP water resources on an as-needed basis.

Budget Impacts & Costs: Under the current agreement, the city paid \$37,867 to SRP for the delivery of non-SRP water to the city’s water storage facilities in FY 2010-11.

The amended agreement allows for additional charges by SRP to transport non-SRP water to the Oasis Water Campus. Since SRP water shortages are not currently projected, the city has no immediate plans to transport non-SRP water to the Oasis Water Campus and no immediate increase in cost is anticipated. In the event that the city has to transport non-SRP water to the

Oasis Water Campus, the costs will be absorbed by the Water Services operating budget (Raw Water Usage, Account No. 2400-17230-518200).

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment Number One to the Water Transportation Agreement with Salt River Valley Water Users' Association.

6. CONTRACT CHANGE ORDER NO. 5 WITH THE CITY OF PHOENIX FOR THE EXTENSION OF FEDERAL TRANSIT ADMINISTRATION GRANT AZ-90-X080

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 5 to the intergovernmental agreement (IGA) with the City of Phoenix for Federal Transit Administration (FTA) grant funds for transit services under FTA grant AZ-90-X080.

Background: Federal grant funds are programmed for the City of Glendale transit projects in the Maricopa Association of Government's approved Transportation Improvement Program. The City of Phoenix is designated as the regional recipient of FTA grants, and distributes the funds to cities in this region.

FTA grant AZ-90-X080 provided federal funding for the purchase of replacement vehicles, transit vehicle maintenance expenses, and the acquisition of computer system hardware. This IGA will extend the contract to March 31, 2012, allowing Glendale to receive full reimbursement of \$594,160 in FTA funds.

All projects were completed prior to the grant's expiration date of July 1, 2011. This formal extension is required to file and complete the reimbursement process to Glendale.

Previous Council/Staff Actions: On June 12, 2007, Council approved an IGA with the City of Phoenix for Federal Transit Administration grant funds for transit services under FTA grant AZ-90-X080. All subsequent extensions on October 5, 2009; December 28, 2009; June 17, 2010; and March 3, 2011 extended the term of the agreement.

Community Benefit: Transportation services and programs provide a benefit to Glendale residents and visitors. These grant funds will help to provide the continuation of quality and reliable services.

Budget Impacts & Costs: Expenditures for all projects in the grant total \$742,700. The amount of federal funds in this grant award is \$594,160. The grant requires a 20% match totaling \$148,540. The Regional Public Transportation Authority will provide \$96,000 towards the local match for the purchase of the vehicles. The remaining local match of \$52,540 is available in the Transportation Services capital and operating budgets.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X	X	X		\$52,540

Account Name, Fund, Account and Line Item Number:

Dial-A-Ride, Account No. 1660-16530-532400, \$20,805
 Fixed Route, Account No. 1660-16540-532400, \$6,935
 Transit Support Capital, Account No. 2210-65014-551400, \$24,800

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 5 to the intergovernmental agreement with the City of Phoenix for Federal Transit Administration grant funds for transit services under FTA grant AZ-90-X080.

7. **EQUITABLE SHARING AGREEMENT WITH UNITED STATES DEPARTMENT OF JUSTICE**

Purpose: This is a request for City Council to adopt a resolution authorizing the ratification of an agreement with the United States Department of Justice (DOJ) for the equitable sharing of Racketeering Influenced Corrupt Organizations (RICO) assets.

Background: RICO allows the government to legally use the proceeds from criminal enterprises forfeited by individuals or organizations and utilize them in approved law enforcement operations. The funds are not forfeited unless authorized through the courts after due process. Participation in this agreement allows the Police Department to receive a portion of the RICO assets seized on criminal cases worked in conjunction with federal agencies.

Previous Council/Staff Actions: On October 28, 2008, Council approved intergovernmental agreements with the DOJ and Maricopa County Attorney’s Office for the equitable sharing of RICO assets seized on criminal cases worked by the Police Department. City participation in this program with DOJ predates 1992.

Community Benefit: Participation in equitable asset sharing enables the Police Department to continue to target large-scale operations to suppress drug importation and sales in the city. It promotes close cooperation between federal agencies and the Police Department, while penalizing drug traffickers by seizing their illicit assets and charging them criminally.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the ratification of an agreement with the United States Department of Justice for the equitable sharing of Racketeering Influenced Corrupt Organizations assets.

BIDS AND CONTRACTS

8. RENTAL AGREEMENT WITH EMPIRE SOUTHWEST, LLC

Purpose: This is a request for City Council to authorize the City Manager to enter into three rental agreements with Empire Southwest, LLC for the rental of heavy equipment by the Glendale Police Department in an amount not to exceed \$90,000.

Background: Rental of this equipment will allow the Police Department to search for the remains of a victim in a homicide investigation. The rental equipment rates are based on rental agreements with Empire Southwest, LLC. The rental of heavy equipment is based on the declaration of an emergency by the Police Chief.

Budget Impacts & Costs: Funding is available in the FY 2011-12 RICO funds for the rental of heavy equipment. Final cost is dependent on the length of use which is unknown at this time; however, the cost should not exceed \$90,000.

Recommendation: Authorize the City Manager to enter into three rental agreements with Empire Southwest, LLC for the rental of heavy equipment by the Glendale Police Department in an amount not to exceed \$90,000.

RESOLUTIONS

9. INTERGOVERNMENTAL AGREEMENTS WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into five intergovernmental agreements (IGAs) with the City of Phoenix for acceptance of Federal Transit Administration grant funds for transit services.

Background: The City of Glendale secured \$1,344,767 in federal transit grant funds. The City of Phoenix is the designated agent for all federal funds in this region, and these five IGAs with Phoenix will provide reimbursement towards capital and operating expenses, thereby reducing the cost to Glendale for transit services. The five grant awards are described as follows.

Federal grant AZ-90-X109 will be used for capital purchases and on-going maintenance. This grant will provide \$526,365 to fund the replacement of two Dial-A-Ride buses and transit vehicle maintenance expenses.

Federal Grant AZ-95-X009 will provide \$38,152 to fund vehicle maintenance expenses.

Federal grants AZ-37-X008 and AZ-37-X014 are two Job Access and Reverse Commute (JARC) grants that will provide \$770,000 for public transportation services to address the unique transportation challenges faced by low-income persons seeking to obtain and maintain employment. These grant funds will pay for a share of the existing Route 59 – 59th Avenue and Route 70 – Glendale Avenue transit services, thereby reducing the cost to the city.

Federal grant AZ-57-X013 is a New Freedom grant that will provide \$10,250 for a supplemental taxi service as transportation alternative for the elderly and persons with disabilities. The supplemental taxi service will accommodate paratransit riders travelling up to one mile outside Glendale city limits. This will help to reduce the number of paratransit service transfers between Glendale and adjacent cities.

Community Benefit: Transportation services and programs provide a benefit to Glendale residents and visitors. These grant funds will provide operating assistance and improvements that will promote the continuation of quality and reliable services.

Budget Impacts & Costs: The total cost for all projects associated with these grants is \$2,258,915. The grants will provide \$1,344,767 in federal funds towards these costs and will require a local match of \$914,148. The Regional Public Transportation Authority will provide \$70,251 towards the local match for the purchase of the vehicles. Glendale’s portion of the remaining local match is \$843,897 and is available in the Transportation Services capital and operating budgets.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X		X		\$843,897

<p><u>Account Name, Fund, Account and Line Item Number:</u> Dial-A-Ride, Account No. 1660-16530-532400, \$63,647 Fixed Route, Account No. 1660-16540-532400, \$780,250</p>

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into five intergovernmental agreements with the City of Phoenix for acceptance of Federal Transit Administration grant funds for transit services.

10. INTERGOVERNMENTAL AGREEMENT FOR INTELLIGENT TRANSPORTATION SYSTEMS EQUIPMENT

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Maricopa County Department of Transportation (MCDOT) for installation of intelligent transportation system (ITS) equipment along Bell Road.

Background: Transportation Services currently manages and operates an ITS on arterial roadways throughout the city. The system allows staff to remotely monitor and adjust traffic signal timing, observe traffic through closed circuit television (CCTV) cameras, and provide information to motorists through electronic dynamic message signs (DMS). In 2008, the city completed a project to establish communications to all the signals along Bell Road along with installation of cameras at key locations. Since then, additional cameras have been installed at other intersections along the corridor.

This joint project with MCDOT will install ITS equipment along Bell Road in the City of Glendale and in the county. Specifically, Glendale will receive two message signs for westbound traffic in advance of 59th and 75th Avenues, along with a CCTV camera at the intersection of 69th Avenue and Bell Road. The local match for this project will be split between the city and MCDOT.

Community Benefit: Deployment of ITS equipment will continue to allow staff to efficiently manage traffic. Bell Road is the heaviest traveled arterial street in the city and the DMS will provide motorists approaching the Arrowhead Towne Center area with advance information on traffic conditions.

Budget Impacts & Costs: The total cost of this project is anticipated to be \$500,000. Federal Congestion Mitigation and Air Quality funds in the amount of \$382,200 are available for this project which requires a local match of \$117,800. MCDOT will provide approximately \$38,874 towards the local match. Glendale’s portion of the remaining local match is \$78,926 and is available in the FY 2011-12 capital improvement plan. Ongoing operating and maintenance costs will be absorbed by the Intelligent Transportation Systems operating budget.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$78,926

Account Name, Fund, Account and Line Item Number:

Smart Traffic Signals, Account No. 2210-65005-550800, \$78,926

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the Maricopa County Department of Transportation for installation of ITS equipment along Bell Road.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

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- (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)).



**MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
January 24, 2012
7:00 p.m.**

The meeting was called to order by Mayor Elaine M. Scruggs, with Vice Mayor Steven E. Frate and the following Councilmembers present: Norma S. Alvarez, Joyce V. Clark, Yvonne J. Knaack, H. Philip Lieberman and Manuel D. Martinez.

Also present were Ed Beasley, City Manager; Horatio Skeete, Assistant City Manager; Craig Tindall, City Attorney; and Pamela Hanna, City Clerk.

The Mayor led the audience in the Pledge of Allegiance and offered time for a moment of reflection.

COMPLIANCE WITH ARTICLE VII, SECTION 6(c) OF THE GLENDALE CHARTER

A statement was filed by the City Clerk that the 4 resolutions and 4 ordinances to be considered at the meeting were available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

APPROVAL OF THE MINUTES OF THE JANUARY 10, 2012 CITY COUNCIL MEETING

It was moved by Clark, and seconded by Lieberman, to dispense with the reading of the minutes of the January 10, 2012 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried unanimously.

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES

Councilmember Joyce Clark presented this item.

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.

Citizens Bicycle Advisory Committee

Gail Hildebrant	Cholla	Appointment	02/12/2012	02/12/2014
J. Michael Wood	Barrel	Reappointment	02/12/2012	02/12/2014

Glendale Municipal Property Corporation

Leland Peterson – Chair	Cactus	Reappointment	01/24/2012	12/01/2012
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Personnel Board

Anthony Passalacqua	Cholla	Appointment	02/12/2012	02/12/2014
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The recommendation is to make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

It was moved by Clark, and seconded by Frate, to appoint Gail Hildebrant and J. Michael Wood to the Citizens Bicycle Advisory Committee; Leland Peterson to the Glendale Municipal Property Corporation; and Anthony Passalacqua to the Personnel Board, for the terms listed above. The motion carried unanimously.

Mayor Scruggs called the appointees forward and issued the Oath of Office.

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion.

Mr. Ed Beasley, City Manager, read agenda item numbers 1 through 3 and Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 4 and 5 by number and title.

1. LIQUOR LICENSE NO. 5-4682, WINCO FOODS #109

This is a request for City Council to approve a person-to-person, location-to-location transferable series 9 (Liquor Store - All Liquor) license for WinCo Foods #109 located at 5850 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 09070122) was submitted by Nicholas Carl Guttilla.

The location of the establishment is 5850 West Bell Road in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 12,577. This series 9 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	7
07	Bar - Beer and Wine	3

09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	21
	Total	38

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

No public protests were received during the 20-day posting period.

Based on information provided under the background, it is staff’s recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. LIQUOR LICENSE NO. 5-4713, CLEOPATRA

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Cleopatra located at 5686 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 12078950) was submitted by Antone Faye Youssef.

The location of the establishment is 5686 West Bell Road in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 12,101. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	8
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	20
	Total	38

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

No public protests were received during the 20-day posting period.

Based on information provided under the background, it is staff’s recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

3. FINAL PLAT APPLICATION FP11-01: WESTGLEN VILLAS - 7290 WEST GLENDALE AVENUE

This is a request for City Council to approve an amendment to the Final Plat for Westglen Villas. The amendment to the final plat would allow the applicant to complete the build out of the existing subdivision.

This request supports Council's goal of one community with strong neighborhoods by encouraging in-fill development.

The subdivision is located at 7290 West Glendale Avenue, which is near other single-family neighborhoods and a high school. Westglen Villas is an existing 152 lot single-family subdivision that was developed as a Use Benefit Easement, otherwise known as a z-lot configuration. The homebuilder D.R. Horton, Inc. plans to finish the subdivision and proposes to amend the configuration of the final 32 lots to be rectangular in shape.

On May 23, 2006, Council approved Final Plat FP05-07. The General Plan Amendment application GPA04-11 and rezoning application ZON04-20 were approved by Council on September 27, 2005.

Approval of this final plat will allow the completion of Westglen Villas on an in-fill property using existing infrastructure at this location.

The recommendation is to approve Final Plat application FP11-01.

CONSENT RESOLUTIONS

4. DECLARATION OF PUBLIC RECORD: ZONING TEXT AMENDMENT - ZTA09-01

Discussion of agenda item number 4 was removed from consent agenda to allow it to be heard with item number 7. The discussion on moving item number 4 occurred at the end of the consent agenda prior to the motion.

5. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE BUS SERVICES

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 4 to the intergovernmental agreement (IGA) with the City of Phoenix for the extension of bus service on 59th Avenue in the City of Glendale.

This action supports Council's goal of one community with high-quality services for citizens by making transportation options more convenient for residents and visitors.

Fixed route bus service in Glendale is provided through an IGA with the City of Phoenix. This change order will modify the IGA and reflects an adjustment to Route 59 which provides service along 59th Avenue to Utopia Road. Route 59 will now extend further north and provide transit access to job centers in the vicinity of 59th Avenue and Beardsley Road. The extension of this route was made possible by a federal grant under the Job Access and Reverse Commute (JARC) program.

The grant will provide federal funding in the amount of \$400,000 over a one year term which offsets the \$22,846 cost increase due to the route extension. The total cost for the fixed route bus service will increase from \$4,006,231 to \$4,029,077. This grant will also be used in part to cover transit revenue shortfalls from state and regional sources.

On May 24, 2011, Council approved an annual IGA with the City of Phoenix for fixed route services.

This action will extend bus service to an area currently not served with transit. Fixed route bus service is provided to more than two million riders in Glendale annually.

Funds for Contract Change Order No. 4 are available in the 2011-12 GO Transportation Program operating budget, and the cost is an estimate provided by the City of Phoenix.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X			X		\$4,029,077

<u>Account Name, Fund, Account and Line Item Number:</u> Fixed Route, Account No. 1660-16540-518200, \$4,029,077
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The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 4 to the intergovernmental agreement with the City of Phoenix for the extension of bus service on 59th Avenue in the City of Glendale.

Resolution No. 4537 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 CONTRACT CHANGE ORDER NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE OPERATION OF FIXED ROUTE BUS SERVICES IN THE CITY OF GLENDALE.

4. DISCUSSION OF MOVING - DECLARATION OF PUBLIC RECORD: ZONING TEXT AMENDMENT - ZTA09-01

Mayor Scruggs said she had concerns with the zoning text amendment ZTA09-01. She knew that No. 7 on the Agenda was consideration of the ordinance. She believed the reason why Council is considering this resolution has to do with the new state law and the new way of doing things, but she would like to ask staff's directions since she did have concerns with the zoning text amendment. She asked if this is the appropriate time to ask those questions because if we pass the resolution then the ordinance follows.

Craig Tindall, City Attorney suggested they take items four and seven together.

Mayor Scruggs said okay, but this is the new way of doing things by the new state law. Is that correct?

Mr. Tindall replied yes.

Mayor Scruggs said this might create issues in the future so maybe we should think about this. Do I need the Council to vote to postpone number four to consider it with seven? Mr. Tindall replied no and added they can simply move it down on the agenda.

It was moved by Frate and seconded by Clark, to approve the recommended actions on Consent Agenda Item Nos. 1 through 3 and 5, including the approval and adoption of Resolution No. 4537 New Series; and to forward Liquor License Applications No. 5-4682 for Winco Foods #109 and No. 5-4713 for Cleopatra, to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

BIDS AND CONTRACTS

6. DISCOUNT PRESCRIPTION CARD PROGRAM

Jim Colson, Deputy City Manager, presented this item.

This is a request for City Council to enter into a professional services agreement with Financial Marketing Concepts, Inc. to implement their discount prescription card program, the Coast2Coast Rx Card. The program will enable Glendale residents to receive discounts on prescriptions and other medical services. The agreement is for an initial one year term with an annual option to renew for four additional years.

This item addresses Council's goal of one community with high-quality services for citizens by offering a program which will provide citizens the opportunity to save money on their prescriptions.

In September 2011, a Request for Proposals (RFP) was released to find a qualified vendor to implement and manage a discount drug card program in Glendale. Financial Marketing Concepts, Inc. was selected from the two responses received. Financial Marketing Concepts, Inc. currently manages prescription discount card programs for 110 county and city governments across the country commonly known as the Coast2Coast Rx Card discount program. Locally, Financial Marketing Concepts, Inc. began this program with the City of Phoenix in November 2010. The discount prescription card program will help residents in Glendale save money on their prescription medications if their prescriptions are not covered by insurance or other medical services. In addition, the program provides discounts for other medical services such as dental, vision, hearing, as well as lab and imaging tests. The card also provides discounts for many pet prescriptions as well.

Residents will be able to sign up for and receive the prescription cards at 44 participating pharmacies throughout the city, as well as at any other locations that the city chooses, such as

libraries, parks and recreation centers, city-owned golf pro shops, city hall, and other public facilities, such as the Community Action Program office. The city will coordinate with Coast2Coast Rx on outreach and publicity to make Glendale residents aware of the program. The city will refer any program questions or issues to Coast2Coast Rx Card and will also notify them when cards at any of the city locations need to be restocked.

On May 1, 2011, Council provided direction to staff to move forward with a request for proposal process for a prescription card program.

This item was discussed at the March 2, 2010, and December 7, 2010, City Council Workshops under Council Items of Special Interest.

On November 17, 2009, Councilmember Joyce Clark brought this forward as a Council Item of Special Interest.

The Coast2Coast Rx Card discount program will have a great benefit for residents of Glendale as it will help reduce the cost of prescriptions and other medical services. This will be especially beneficial for those who may either have inadequate insurance or are struggling financially and have difficulty with the cost of their prescriptions.

There is no budgetary impact or cost to the City of Glendale for the Coast2Coast Rx Card discount program. For each prescription filled using a Glendale prescription card, the city will receive \$1.25. Once the program is implemented, the city will receive approximately \$3,000 a month in revenues. These funds will be deposited into the General Fund.

The recommendation is to authorize the City Manager to enter into a professional services agreement with Financial Marketing Concepts, Inc., and further authorize the City Manager to extend the agreement, at his discretion, in accordance with its terms.

Councilmember Clark asked if people had to qualify according to their income. Jim Colson, Deputy City Manager, stated they did not. Councilmember Clark asked if the cards could only be used in Glendale or could they use them anywhere. Mr. Colson replied they could use the cards anywhere. Councilmember Clark stated she greatly appreciated staff's work on this initiative. She introduced this item in 2009 and was delighted it had come to fruition with a drug prescription card program for their residents.

It was moved by Clark, and seconded by Lieberman, to authorize the City Manager to enter into a professional services agreement with Financial Marketing Concepts, Inc., and further authorize the City Manager to extend the agreement, at his discretion, in accordance with its terms. The motion carried unanimously.

PUBLIC HEARING - ORDINANCES

4. DECLARATION OF PUBLIC RECORD: ZONING TEXT AMENDMENT - ZTA09-01

Jon Froke, AICP, Planning Director, presented this item.

This is a request for City Council to adopt a resolution declaring Zoning Text Amendment ZTA09-01 as a public record.

Declaring this amendment as a public record supports Council's goal of one community that is fiscally sound by reducing printing and publication costs.

A.R.S. § 9-802 allows a city or town to enact the provisions of a text amendment by reference without publishing the full text of the Zoning Ordinance. Instead, the city publishes a notice in the newspaper three times and keeps three copies of the text on file with the City Clerk.

In addition, hard copies of the full text are posted outside the Council Chambers, which is the official posting site for the City of Glendale. This will require adoption by the Council of a resolution. At the same evening meeting, Council will be asked to adopt the ordinance for Zoning Text Amendment ZTA09-01.

The recommendation is to waive reading beyond the title and adopt a resolution declaring Zoning Text Amendment ZTA09-01 as a public record.

Resolution No. 4536 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK OF THE CITY OF GLENDALE AND ENTITLED "ZONING TEXT AMENDMENT ZTA09-01."

7. ZONING TEXT AMENDMENT - ZTA09-01: (ORDINANCE) (PUBLIC HEARING REQUIRED)

Mayor Scruggs said Mr. Froke is saying the resolution only sets – opens up the discussion if the resolution was adopted then the zoning text amendment was not adopted in the form that it is presented this evening.

Jon Froke, AICP, Planning Director, stated correct, the next agenda item was where they get into the nuts and bolts of the ordinance as they adopt the zoning text amendment by ordinance.

Councilmember Clark remarked that this resolution only makes it a public record and enables the public record to be discussed. Mr. Froke explained that as he understands this, it will save the city, Planning Department and City Clerk's Office publication cost, notification cost and local newspaper costs.

Mayor Scruggs said there should be further discussion or else let's not adopt the resolution until Council is ready to do everything. So while Council's up here assuming what it means would Mr. Tindall like to provide any information? Mr. Tindall replied he did not have any additional information to provide.

Mayor Scruggs said her concern was, if there should be any changes to item seven that the Council approves of, which probably not but might be, would those changes then be valid if Council has already adopted number four, the resolution in its format? Would there need to be a change to number four? Mr. Tindall replied he was not clear on that matter.

Councilmember Martinez noted he was also uncomfortable voting on this first. He explained he had some question on the color of the exterior of the building and wondered how that affects the process if they had already approved the text amendment.

Mayor Scruggs said Mr. Froke, spoke to her so she was sure he spoke to the other Councilmembers about this being the new facilitated way that the state's legislature has provided for Council to be able to move forward with our actions and reduce expenses of printing cost and so forth. However, there seems to be a lot of confusion here tonight. And for the record, she and Mr. Froke had spoken several times over the past few weeks about her concerns with Section 3-602 - Design Review, when review is required. And as Councilmember Martinez said, any change to the exterior color of the building – also she had questions regarding the wireless as it applies to residential area. So the question is now, does Council move forward if they do not know if the resolution has to match the zoning text amendment?

Mr. Tindall noted his recommendation to discuss the item would be fine since it was on the agenda. However, there were no time constraints on this item if Council wishes to table this item in order to receive additional information.

Mr. Ed Beasley, City Manager suggested they remove the item and bring it back with additional information so it could be better understood and voted on properly.

Mayor Scruggs agreed.

Councilmember Martinez suggested a workshop to discuss this item.

Mayor Scruggs said - there are at least a couple Councilmembers that have some concerns so that might be a better way to go about it, and express what those concerns are rather than bring it up here. And Mr. Beasley, would that be agreeable with you?

Mr. Beasley agreed.

Mayor Scruggs said she thought she was the only one that had concerns with this, but it sounds like there is quite a bit.

Mayor Scruggs said she would just like to state for the record that Mr. Froke did, she believed, make Council all aware of this new process and it was applied once before in something very mundane that had to do with something with financial services, not a zoning text amendment, so she apologized for the confusion here.

It was moved by Lieberman, and second by Knaack, to table items 4 and 7 to a future workshop for discussion. The motion carried unanimously.

ORDINANCES

8. QUIT CLAIM DEED: RESTHAVEN PARK CEMETERY

Gregory Rodzenko, P.E., Acting City Engineer, presented this item.

This is a request for City Council to adopt an ordinance authorizing the City Manager to execute a quit claim deed in favor of SCI Arizona Funeral Services, Inc., to enable expansion of Resthaven Park Cemetery located at 6450 West Northern Avenue.

Executing the quit claim deed supports Council's goal of one community with quality economic development and one community with high-quality services for citizens by enabling expansion planning of Resthaven Park Cemetery.

The city owns a strip of property that runs along the western edge of the undeveloped northern most portion of the cemetery's land. The strip was given to the city by Resthaven Park Cemetery in 1970 by quit claim deed for the future development of 65th Avenue, which was never improved north of Northern Avenue. The parcel has never been used by the city and transferring the parcel back to Resthaven in order to facilitate expansion of the cemetery is appropriate. Transfer by quit claim deed is consistent with the city's ownership interest.

The recommendation is to waive reading beyond the title and adopt an ordinance authorizing the City Manager to execute a quit claim deed in favor of SCI Arizona Funeral Services, Inc.

Ordinance No. 2798 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CONVEYANCE OF CERTAIN PROPERTY LOCATED 6450 WEST NORTHERN AVENUE BY DIRECTING THE EXECUTION OF A QUITCLAIM DEED AND/OR OTHER DOCUMENTS NECESSARY FOR THE EXPANSION OF RESTHAVEN PARK CEMETERY; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

It was moved by Alvarez, and seconded by Lieberman, to approve Ordinance No. 2798 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Alvarez, Clark, Lieberman, Knaack, Martinez, Frate, and Scruggs. Members voting "nay": none.

9. AD-HOC CITIZEN TASK FORCE ON WATER AND SEWER

Craig Johnson, P.E., Executive Director, Water Services, presented this item.

This is a request for City Council to adopt an ordinance establishing an Ad-Hoc Citizen Task Force on water and sewer.

This request supports Council's goal of one community with high-quality services for citizens by increasing citizen involvement in local government.

At the June 7, 2011 Workshop, as a Council Item of Special Interest, Mayor Scruggs requested a preliminary report on the establishment of a citizen task force which would educate the participants on the operational processes, demands, and rate policies associated with Glendale's water and sewer utility. In a subsequent Council workshop, staff presented the preliminary framework for the establishment of a citizen task force on water and sewer. A presentation was provided to the Government Services Committee on the process for moving forward.

To assist with this endeavor, staff is requesting Council establish and appoint an advisory committee that would serve as a task force on water and sewer. The task force members shall be Glendale residents and serve without compensation. Each Councilmember may recommend up to 10 citizens for this task force. Each citizen recommendation will be processed through the existing standard protocol for all board and commission members. Current board or commission members will also be allowed to serve on this task force while serving their assigned appointment. The task force will be provided with an educational program/process covering water resources planning, water/wastewater treatment, reclaimed water storage, and other pertinent topics. Through this educational program, the task force would be asked to provide Council with policy-related recommendations for Glendale's water and sewer utility.

On December 20, 2011, Councilmember Clark, as Chair of the Government Services Committee, made a presentation to Council on the proposed citizen task force on water and sewer.

At the September 6, 2011 Workshop, staff presented the preliminary framework for the establishment of a citizen task force on water and sewer and a follow-up presentation was made by staff to the Government Service Committee on November 1, 2011.

At the June 7, 2011 Workshop, a preliminary report on the establishment of a citizen task force on water and sewer was requested.

The Ad-Hoc Citizen Task Force on water and sewer will provide citizens an opportunity to learn the various functions, processes, and considerations required to effectively and efficiently provide water and sewer services to the community.

The Water Services Department will incur the cost for a professional outside facilitator. The cost is anticipated to be less than \$50,000 and funding is available in the Water Services FY 2011-12 operating budget.

The recommendation is to waive reading beyond the title and adopt an ordinance establishing the Ad-Hoc Citizen Task Force on water and sewer.

Ordinance No. 2799 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ESTABLISHING AN AD-HOC CITIZEN TASK FORCE ON WATER AND SEWER; AND SETTING FORTH INSTRUCTIONS AND CHARGES.

It was moved by Frate, and seconded by Martinez, to approve Ordinance No. 2799 New Series. Motion carried on a roll call vote, with the following Councilmembers voting “aye”: Alvarez, Clark, Lieberman, Knaack, Martinez, Frate, and Scruggs. Members voting “nay”: none.

10. FISCAL YEAR 2010-11 BUDGET AMENDMENTS

Sherry M. Schurhammer, Executive Director, Financial Services, presented this item.

This is a request for City Council to adopt an ordinance approving the FY 2010-11 budget amendments. This action is routinely done after the Comprehensive Annual Financial Report for the prior fiscal year is completed.

Review of the FY 2010-11 budget amendments is consistent with Council’s goal of one community that is fiscally sound by supporting the city’s financial stability.

A budget amendment is a transfer of appropriation authority and most amendments are done to reconcile the prior fiscal year’s actual savings with requested carryover. Overall, the City of Glendale’s total FY 2010-11 budget appropriation across all funds is unchanged. Council is requested to adopt an ordinance approving the amendments to the prior fiscal year budget as a final action.

Most of the budget amendments are associated with capital projects. During the course of FY 2010-11, capital project carryover was reconciled to actual savings from the prior fiscal year. When departments prepared their FY 2010-11 capital project budgets, they estimated their amount of carryover savings. The Management and Budget Department subsequently reconciled each department’s actual savings from the prior fiscal year with their estimated carryover budget for FY 2010-11 and then increased or decreased their budgets accordingly.

This type of action is done after the annual audit for the prior fiscal year is completed. For example, Council approved a similar ordinance for FY 2009-10 on February 22, 2011.

Overall, the City of Glendale’s total FY 2010-11 budget appropriations across all funds remain unchanged.

The recommendation is to waive reading beyond the title and adopt an ordinance approving the FY 2010-11 budget amendments.

Councilmember Clark asked for clarification on why a transfer would come from the CIP reserve account. Sherry M. Schurhammer, Executive Director, Financial Services, explained that capital projects typically take several years to completely spend the funds so it is common for them to have carryover from FY to FY. Once the fiscal year ends and all expenditures are posted, staff will reconcile the differences between the estimated carry over that departments provided the previous spring and the actual amount of savings. She explained that usually the estimated carryover amount is more than the actual savings, therefore as part of the reconciliation budget

staff will remove that excess appropriation authority so the capital projects spend only the funds that are available for each specific project. She noted that was how they end up with a CIP reserve account. She also explained that the sales tax system is considered a capital project because it cost more than \$50,000 and is expected to have a useful life of at least 5 years. She remarked that the city has been capitalizing technology projects like this one for many years and is a common practice in business as well as government.

Councilmember Clark asked for clarification on item 63 (in Exhibit A of the ordinance) concerning advisor fees. Ms. Schurhammer explained that the city, through a competitively bid contract, hires an outside firm to manage its cash investments. She said the investment earnings for each fund is attributed to the appropriate fund. Therefore the cost of paying the investment firm is also attributed to the appropriate fund. She said the city pays an investment firm just like a person would pay a firm to investment his or her savings.

Councilmember Clark had a question on item 71 regarding the business development account. Ms. Schurhammer explained the business development account was established to handle expenses related to potential business opportunities. The expenses are primarily outside legal fees and some consultant expenses related to contract negotiations and other issues. Councilmember Clark noted the amount was rather large, totaling \$2.7 million.

Councilmember Clark had a question on item 81 concerning transportation sales tax transferring to the general fund. Ms. Schurhammer explained this row refers to a transfer of appropriation authority. Councilmember Clark asked if the expense within the general fund was within the parameters set by the voter-approved transportation sales tax. Ms. Schurhammer replied yes. Councilmember Clark asked to have information on what that appropriation authority transfer was for. Ms. Schurhammer agreed.

Councilmember Alvarez asked for clarification on item 86 concerning a transfer of appropriation authority to the workers compensation trust fund. Ms. Schurhammer explained that when the budget staff sets the premiums every year for the workers compensation fund and the risk management fund, those premiums are based on the prior FY's actual claims. Sometimes, claims activity in the new FY differs significantly from the prior year history so it is necessary to transfer monies between the two funds. She noted that this transfer was cleared in advance through the trust board that manages each trust fund. Councilmember Alvarez inquired if this meant that the self insurance [Risk Management Fund] fund lost this money and will not be getting it back. Ms. Schurhammer explained that the transfers between these two funds have occurred in the past and were done with the prior approval of the respective trust boards.

Councilmember Alvarez also questioned the advisor fees and asked for clarification. Ms. Schurhammer noted those fees were for the outside firm the city hires through a competitive bid process to handle the city's cash investments. Councilmember Alvarez noted she may have to sit down with Ms. Schurhammer to understand this better.

Councilmember Lieberman asked to discuss item number 71 again. He asked if this was associated with the VIP program. Ms. Schurhammer replied no. She explained that this account was set up to capture the costs associated with potential business opportunities. Councilmember

Lieberman asked what kind of business opportunities these were. He added he did not remember putting \$3 million into this account when they discussed the budget. Ms. Schurhammer stated that this account covered outside legal fees and some consultant fees associated with pursuing potential business opportunities. Councilmember Lieberman asked if this money was going to the legal department. Ms. Schurhammer replied no. She explained this account was originally set up in the economic development department because it was established to handle expenses related to potential business opportunities. She noted that it does handle fees paid to outside legal firms that are hired to assist the city with potential business opportunities.

Councilmember Lieberman asked what outside legal fees. Mr. Tindall, City Attorney noted some of those legal fees dealt with the Coyotes and the Tohono O'odham issues. He stated that was the bulk of the legal and consultant fees that were processed. Councilmember Lieberman remarked these fees should have come from the City's Attorney's Office. Mr. Tindall explained how the account was set up some time ago to handle economic development opportunities and later divided up to also handle legal fees. However, the actual name just carried over through the years. Councilmember Lieberman stated last year there was a transfer of \$3 million into the attorney's office; however, he does not see any transfer in that amount. He believes this fund was being misallocated publicly as well as not being done in a budget period. He remarked he did not like the way this was being handled and wonders why they even have budget meetings when staff was going to transfer into an account \$3 million.

Councilmember Lieberman noted he was also confused by item 78. Ms. Schurhammer explained item 78 referred specifically to the transfer of appropriation authority to the government facilities bond account for the purchase and implementation of the new sales tax system. Councilmember Lieberman reiterated his belief that the Council was not aware of all the budget transfers and decisions staff was making.

Ms. Schurhammer stated that she would like to clarify some of the transfers brought up by Councilmember Lieberman. First, she stated that the transfers Councilman Lieberman mentioned were transfers of appropriation authority. She also stated that the transfer of appropriation authority for the Business Development account was not for the City Attorney's Office. She further explained that many of the outside legal bills that were paid out of this account were related to issues discussed with City Council during Executive Session.

She also explained the \$4 million item related to the ground water treatment plant was a Capital Improvement Project (CIP) reconciliation item. She noted that budget staff sets up extra appropriation authority for grants that could come in throughout the course of the year. She stated the appropriation authority was controlled within the budget office to make sure grant funds are available before they provide additional appropriation authority to anyone.

Mayor Scruggs asked Ms. Schurhammer to begin again adding that the Council had trouble with the item last year as well. She continued that the terminology is very familiar if someone works in financial services, but it is confusing otherwise. Mayor Scruggs asked that Ms. Schurhammer explain adding that she believed the most important thing is that the city was not spending money that night; continuing that the city is reconciling its books for actions that were taken between July 1, 2010 and June 30, 2011. Mayor Scruggs asked if that was correct.

Ms. Schurhammer replied yes.

Mayor Scruggs said the actions that were taken between July 1, 2010 and June 30, 2011 were actions that were given by the Council in approval of our budget.

Ms. Schurhammer stated she was correct and added that the city had not exceeded the total appropriation that City Council approved as part of the budget adoption process for the prior fiscal year.

Mayor Scruggs said she was going to ask Ms. Schurhammer to explain it in laymen's terms, that Council would not be spending new money, but explain what appropriation means and how it has to be put in the right place to match the actions. In other words, the fire truck the Council already approved the purchase of, but the action came at a different time, where you needed the appropriations. She commented that she wasn't going to do a good job explaining, so asked Ms. Schurhammer to explain.

Ms. Schurhammer explained that in order to spend money, two things have to be in place, one is appropriation authority, which is simply the authority to spend funds, and two is the actual funds to pay for the expenditure. She noted the city could have the funds, but not the spending authority or the other way around. She stated that only when you have both together and they match, can the city actually spend the funds. The budget amendments relate to moving appropriation authority around to different places. She explained that in the Comprehensive Annual Financial Report (CAFR), the annual document that provides expenditure data for the prior FY, the city did not exceed the appropriation authority that was set up in any fund.

Councilmember Lieberman continued to question the amounts of several transfers. He believes in one form or another, this was a transfer of cold cash dollars. Ms. Schurhammer stated that he was incorrect. Mr. Horatio Skeete, Assistant City Manager, tried to explain that most of the funds for projects were already in their respective funds; however, if they were somehow short, that was where the appropriation authority came in to find the funds in another place. Councilmember Lieberman reiterated that they could not spend an appropriation; therefore they have to be dealing in cash.

Councilmember Clark stated she wanted to attempt to explain this in a more simplistic form. She explained that an appropriation was more like permission to spend the money they already have and that's what they were talking about. This was not a fiscal transfer of funds to one department to another but rather a transfer of the permission to spend additional money that department already has.

Mayor Scruggs said the Council adopts the budget, we give permission for a maximum amount of money to be spent and we cannot spend more than what we said in the budget. Now, staff does the best job they can in determining where that money will be spent. She continued so when the landfill signal needed another \$3,000 there were other funds out there that weren't using the money for various reasons, the project got slowed down, the project got cancelled, the bills are coming in later so they have the extra permission – they can't use it – so their permission is

transferred over to the landfill so that the money they already have to put the signal in, they can use that money legally to put the signal in. So all we are doing is balancing this out. If this is not approved tonight that doesn't make the signal go away – because she assumes it's already built. So she thought permission was the right word.

Ms. Schurhammer stated she was correct

Councilmember Knaack remarked Council had gone through this last year at length and suggests maybe before next year, that staff sits down with everyone and goes over this. She stated all this has already passed and was done. They were simply balancing the budget for the end of last year.

Councilmember Alvarez remarked she understood the budget process; however, had a problem with spending money from the business economic development fund on legal fees when the city was short in other areas in the community such as library hours and furloughs. She realizes this money has already been spent, but using it for legal fees was something that she could not accept.

Councilmember Clark provided an analogy on how to use the funds and how to balance the appropriation at the end of the year. Mr. Skeete and Ms. Schurhammer agreed.

Councilmember Lieberman disagreed and still had concerns. He also maintained his belief that they were actually dealing with actual funding.

Councilmember Martinez called for the motion.

Ordinance No. 2800 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2010-11 BUDGET.

It was moved by Knaack, and seconded by Frate, to approve Ordinance No. 2800 New Series. Motion carried on a roll call vote, with the following Councilmembers voting “aye”: Clark, Knaack, Martinez, Frate, and Scruggs. Members voting “nay”: Alvarez and Lieberman.

RESOLUTIONS

11. AGREEMENTS FOR INFRASTRUCTURE IMPROVEMENTS ALONG GRAND AVENUE

Jamsheed Mehta, AICP, Executive Director, Transportation Services, presented this item.

This is a request for City Council to authorize the City Manager to enter into agreements with the Arizona Department of Transportation (ADOT), Salt River Project (SRP) and Arizona Public Service (APS) for infrastructure improvements along Grand Avenue.

This request supports Council's goal of one community with high-quality services for citizens by improving the Grand Avenue transportation corridor within the city.

ADOT and Glendale are participating in a joint project to improve traffic flows and enhance the appearance of Grand Avenue. The project includes construction of turn lanes, access control measures, undergrounding utilities, landscape enhancements, upgraded street lighting, and continuous sidewalks. ADOT anticipates construction to begin in the Summer of 2012.

In preparation for construction on Grand Avenue, certain utilities will need to be relocated. The intergovernmental agreement (IGA) with ADOT will provide reimbursements to the city for costs associated with undergrounding existing overhead electric and telecommunication lines, installation of new underground power lines for new street lighting, and city inspection services for utility relocations. ADOT will reimburse the city for the full costs associated with these electrical utility relocations and inspection services in the estimated amount of \$1,959,913.50. Additionally, this IGA requires the city to cover the cost to relocate water utilities in the amount of \$332,770.

The city will contract with SRP and APS to underground all existing electrical power lines and to install underground electrical service for new street lights along Grand Avenue.

The IGAs with SRP are for an estimated total amount of \$545,305.60, and the agreement with APS is estimated at \$1,236,434. The city will be fully reimbursed for the cost of these agreements per the IGA with ADOT.

On October 9, 2007, Council approved an IGA with ADOT for completion of a Design Concept Report for Grand Avenue between 43rd and 71st Avenues.

The proposed infrastructure improvements along Grand Avenue will help improve traffic flows, and enhance the appearance of Grand Avenue.

On June 26, 2008, ADOT held an open house meeting in Glendale for public comments on the Design Concept Report and Environmental Study for Grand Avenue improvements. No comments were received from the public.

Proposed improvements on Grand Avenue have been presented at each of the annual GO Program public meetings since 2003. No comments were received from the public.

The IGAs with SRP are for an estimated total amount of \$545,305.60, and the agreement with APS is estimated at \$1,236,434; the city also agrees to pay ADOT \$332,770 to relocate water utilities along Grand Avenue; these costs total \$2,114,509.60. These funds are available in the FY 2011-12 capital improvement plan.

ADOT will reimburse the city for the project costs and any costs beyond the estimated \$1,781,739.60 to underground utilities along Grand Avenue between 43rd and 71st Avenues and \$178,173.96 for inspection services.

The project will result in new operating costs estimated at \$43,000 beginning in FY 2012-13 associated with maintenance of new landscaping/street lighting and will be covered by the GO Transportation Fund.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X		X		\$2,114,509.60

Account Name, Fund, Account and Line Item Number:

A specific project account will be established in Fund 1650, the city’s Transportation Grant Fund, once the agreements are formally executed.

Water Line Replacement, Account No. 2400-61013-55120, \$332,770

The recommendation is to make the following motions for infrastructure improvements along Grand Avenue:

1. Waive reading beyond the title and adopt Resolution No. 4538, New Series, authorizing the City Manager to enter into an intergovernmental agreement with the **Arizona Department of Transportation**;
2. Waive reading beyond the title and adopt Resolution No. 4539, New Series, authorizing the City Manager to enter into an intergovernmental agreements with **Salt River Project**; and
3. Authorize the City Manager to enter into an agreement with **Arizona Public Service**.

Mayor Scruggs said Mr. Mehta, let’s go back to something you said earlier. The city of Glendale will be reimbursed by the Arizona Department of Transportation for these expenses except for the \$332,000 for the water line. Is that correct?

Jamsheed Mehta, AICP, Executive Director, Transportation Services, stated she was correct.

Mayor Scruggs said so the large numbers will all be reimbursed even though Council sees \$2,114,509.60. And my second question is, if you have the appropriation authority for this or will we be back here next year asking for the appropriation authority to do what is going to happen anyway because ADOT is going to send the money over?

Mr. Mehta responded he didn’t know, but that the Budget department does ensure that there is funding and authority to spend on that project.

Mayor Scruggs said so we might see this next year. She just wondered if this was in the budget for this year with appropriation authority. Otherwise it would be an item that next year Council would see that would have been completed in this year and so forth.

Resolution No. 4538 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR UTILITY RELOCATIONS AND ENHANCEMENTS OF GRAND AVENUE.

It was moved by Knaack, and seconded by Frate, to pass, adopt and approve Resolution No. 4538 New Series. The motion carried unanimously.

Resolution No. 4539 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 SIX INTERGOVERNMENTAL AGREEMENTS ENTITLED, “CONSTRUCTION SERVICES CONTRACT (MUNICIPAL DISTRIBUTION)” WITH SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT TO UNDERGROUND UTILITIES AT VARIOUS LOCATIONS WITHIN THE CITY OF GLENDALE.

Andrew Marwick, a Phoenix resident, commented on the Grand Avenue Corridor and provided a short history. He stated he approves of this item and hopes it has some improvement on the traffic flow on Grand Avenue.

It was moved by Knaack, and seconded by Martinez, to pass, adopt and approve Resolution No. 4539 New Series. The motion carried unanimously.

It was moved by Knaack, and seconded by Clark, to authorize the City Manager to enter into an agreement with Arizona Public Service. The motion carried unanimously.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Frate, and seconded by Knaack, to hold a City Council Workshop at 1:30 p.m. in Room B-3 of the City Council Chambers on Tuesday, February 7, 2012, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. It was additionally moved to hold a Special City Council Budget Workshop at 1:30 p.m. in Room B-3 of the City Council Chambers on Tuesday, February 14, 2012, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

CITIZEN COMMENTS

Ken Jones, an Ocotillo resident, stated the city has squandered \$50 million in the last two years. He said the city needs to stop wasting money on the Coyotes and instead ask the NHL to help them find a good Minor League Team. He reiterated that Glendale could not support a Major League Team both financially and fan based. He noted the Coyotes were just a dream that they cannot wake up from and also never materializes. He expressed his appreciation for Councilmember Alvarez's determination, even with all her ailments that have befallen her.

Walt Opaska, a Cholla resident, referred to an article in the Arizona Republic which had a statement from Mayor Scruggs that the Coyote issue was out of the hands of the city and there was nothing they can do at this point. He stated that was not true. He suggested the city plan for all eventualities including the Coyote's leaving and if they are not, the city was being neglectful. He commented on a management company that could take over the arena at a low rate. He asked them to stop neglecting their duties to their constituents and be publicly planning for all potential situations.

Andrew Marwick, a Phoenix resident, commended Mayor Scruggs for her role at the last Maricopa Association of Governments Transportation Committee. He noted that because of her efforts, funding was found for a new HOV ramp exit near the University of Phoenix Stadium that should improve access and traffic flow in the area. He remarked that most gambling was not good; however, the issue now was where most people will be gambling anyway, and Glendale should benefit from it.

Arthur Thruston, a Cactus resident, commented on his chain smoking in his early years. He stated the smoke reminded him of the city of Glendale and the smoke and mirrors they are using restructuring their debt, their financial reporting as well as city assets being unspecified. He noted they should be able to cut out the smoke and mirrors and be a more transparent city.

Rick Tannehill, a Barrel resident, commended the Council on the great job they have done steering the city through some very troubled financial waters these last four years. He remarked he does not envy their job and thinks they have done as well as could be possibly expected under the circumstances. He stated that other than asking them for more transparency in a few areas, he believes they have done a great job weathering the storm. He remarked on the fireworks issue and how he found several fire crackers on his roof top that could have caused a house fire. He hopes the city finds technological solutions to pinpoint where these fireworks are being sent from or consider an ordinance to ban fireworks such as some other cities have done.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Alvarez commended the Mayor on allowing the moment of silence at the beginning of the meetings. She hopes to now work on allowing the citizens to comment at the beginning of the meetings and not wait until the end.

Councilmember Clark responded no comment.

Councilmember Lieberman stated he believes the moment of silence was a great addition.

Vice Mayor Frate, read a letter from a citizen thanking the Councilmembers for the wonderful events Glendale Glitters provided this season and how important it was for businesses in the downtown area. The writer stated it was like adding an extra month to everyone's sales revenue and for that they are very grateful to the city and their vision. Vice Mayor Frate remarked there were many positive things happening downtown and was glad they were paying off. He commented that Congresswomen Giffords was stepping down and wanted to thank and praise her for all she has done for Arizona. He reminded everyone to watch children around water.

Councilmember Martinez responded no comment.

Councilmember Knaack responded no comment.

Mayor Scruggs said first of all she wanted to thank Mr. Tannehill for putting a real face on the enormity of the situation. She had developed the feeling when Council talked about it at workshop, they all expressed their feelings about what happened on New Year's Eve, the way it was reported in the newspaper kind of made Council look a little silly or hysterical. But Mr. Tannehill came forward tonight and brought it (burnt fireworks from his roof) right here for everybody to view and everybody who looks at the video online can say, yes it is a very real problem and yes the state's legislature said they could sell the fireworks and yes they're supposed to be ground displayed, but people are doing it elsewhere. She and several of the Councilmembers have firmly committed to not having Glendale be one of only two cities in the valley that allows this. She thanked Mr. Tannehill very much for coming forward.

Mayor Scruggs said she would like to address Mr. Opaska's comments and she was very sorry that he left. He did cite a quotation by me, but it was taken a bit out of context so she would like to put it in context. There was an article on AZcentral.com today regarding the status of negotiations with the National Hockey League which is the owner of the team to sell the team to somebody else. Mayor Scruggs then read the referenced AZCentral.com article directly from the internet using her blackberry. "Scruggs, as well as Councilwomen Yvonne Knaack and Joyce Clark, have said the city is waiting on the NHL to act. 'I am still confident and optimistic things will be resolved,' Clark said last week. 'They are out of our hands at this point. The situation is not of our doing and when things are resolved, we'll be making some kind of an announcement.' Scruggs' remarks were more pointed. 'We are not in control and quite honestly, I'm kind of tired of everybody pointing to us and making comments that the city of Glendale can't get the job done,' the mayor said. 'We have no control over it and I think probably the NHL is very happy that writers and reporters continue to point to the city of Glendale for not getting the job done because it takes the attention directly off them.'" Mayor Scruggs continued that she and Councilwoman Knaack and Councilwoman Clark were all saying that the issue of a buyer coming forward is in the control of the National Hockey League. That's what they were saying.

Mayor Scruggs said regarding Mr. Opaska's suggestion that the Council adopt a plan B, she couldn't agree more. That was exactly what she proposed last June and she noticed he's pretty good about following some comments so last June, that's exactly what she proposed during our Council Items of Special Interest. Then last September he quoted what Mr. Beasley had to say

that it would take three to four months to go out and find a new arena manager. But he forgot the important part, and that was her request that the Council look at developing an alternative, that the Council have information, financial information, as to what the cost is to run the arena without a team and anyone can read the minutes and go on line and watch the video. And that's what she asked for. What will it cost to run this arena without a team? The staff's recommendation was that it would chill efforts to sell the team and would not be in the best interest of the city of Glendale, that it would cost a ton of money and that it was a bad thing to do. Mayor Scruggs stated that all six of her colleagues agreed with that staff recommendation. She went on to say that if Mr. Opaska does get to serve on the City Council in this position right here, he will learn that there needs to be a majority to go forward. She's hoping that there is a change of heart and that the Council can do what should have been done awhile ago and which she was on record as calling for. Otherwise she thanked him for his comments.

Mayor Scruggs said lastly there are several candidates for City Council in the audience tonight and most of them had applied for the citizen's water and sewer task force and she applauded them for doing that. She thinks it's very, very important to learn the complexities of running the water and sewer operations of this city. She can't think of anything that's much more important than that. So congratulations. To those candidates who have not yet requested service on the task force that Council approved this evening, she asked them to please do so. She will be reaching out personally to the Mayoral candidates and inviting them to participate. She will nominate them if they choose to apply. She thinks it's vitally important and again, to those of you who have already applied, thank you and congratulations.

Mayor Scruggs said Mr. Marwick, she has a newspaper article at home that follows on some of the conversations we had last week about transit. And she apologizes; she forgot to bring it but would call him. She also would try to remember the correct pronunciation of Mr. Thruston's middle name. Meeting is adjourned.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:58 p.m.

Pamela Hanna - City Clerk



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

02/14/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-0288, ZANZIBAR AFRICAN RESTAURANT**

Purpose

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Zanzibar African Restaurant located at 9250 North 43rd Avenue. The Arizona Department of Liquor Licenses and Control application (No. 12078969) was submitted by Omoshola A. Egbesemi.

Background

The location of the establishment is 9250 North 43rd Avenue in the Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 23,496. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	10
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	5
12	Restaurant	7
	Total	26

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

Public Input

No public protests were received during the 20-day posting period.

Recommendation

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 02/14/2012

TO: Ed Beasley, City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: LIQUOR LICENSE NO. 5-0288, ZANZIBAR AFRICAN RESTAURANT

1. Finance Department Memorandum
2. Liquor License Map



Finance Department
Memorandum

DATE: February 14, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **LIQUOR LICENSE NO. 5-0288, ZANZIBAR AFRICAN RESTAURANT**

REQUEST: New, Non-Transferable
LICENSE: Series 12 (Restaurant)
LOCATION: 9250 North 43rd Avenue
DISTRICT: Cactus
ZONED: C-2 (General Commercial)
APPLICANT: Omoshola A. Egbesemi
OWNER: Zanzibar African Restaurant, LLC

DETAILS OF REQUEST:

1. The population density is 23,496 persons within a one-mile radius.
2. The 300 feet from any church or school rule does not apply to this series license.
3. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one.

CITIZEN PARTICIPATION TO DATE:

No protests were received during the 20-day posting period, December 27 through January 16, 2012.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a new, non-transferable series 12

license, may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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

PLANNING DEPARTMENT: Approved the application with no comments.

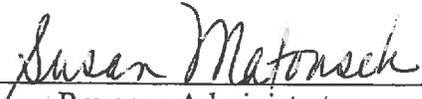
POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

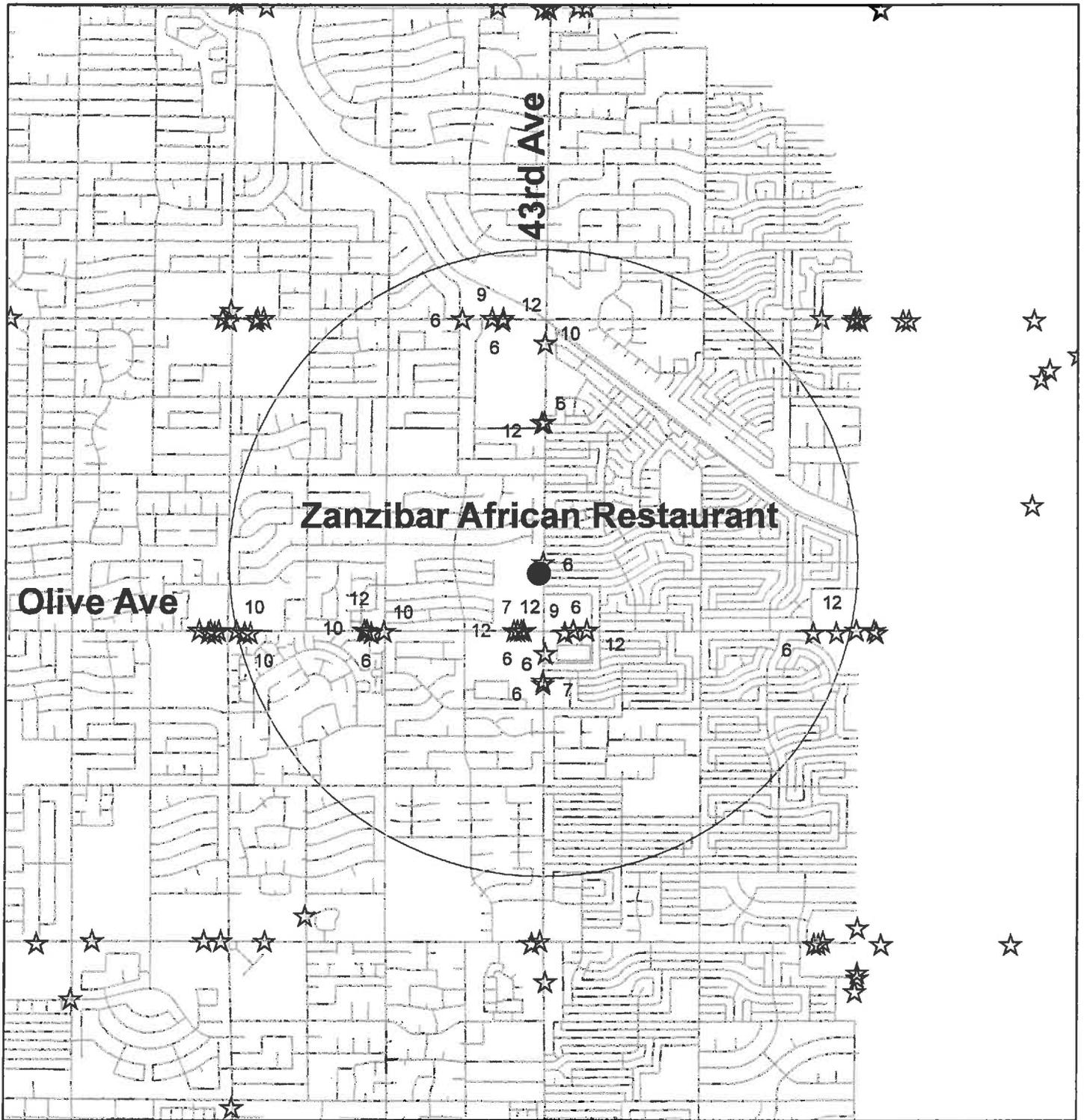
REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services



BUSINESS NAME: Zanzibar African Restaurant

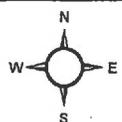
LOCATION: 9250 N. 43rd Avenue

ZONING: C-2

APPLICANT: Omoshola A Egbesemi

APPLICATION NO: 5-0288

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





Council Communication

Business-Voting Agenda

02/14/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-1926, LENCHO'S FAMILY STYLE MEXICAN RESTAURANT**

Purpose

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Lencho's Family Style Mexican Restaurant located at 6601 West Bethany Home Road, Suite A12-13. The Arizona Department of Liquor Licenses and Control application (No. 12078965) was submitted by Erica Alicia Gaytan.

Background

The location of the establishment is 6601 West Bethany Home Road, Suite A12-13 in the Ocotillo District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 33,406. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	12
12	Restaurant	2
	Total	22

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

Public Input

No public protests were received during the 20-day posting period.

Recommendation

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 02/14/2012

TO: Ed Beasley, City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: LIQUOR LICENSE NO. 5-1926, LENCHO'S FAMILY STYLE
MEXICAN RESTAURANT

1. Finance Department Memorandum
2. Liquor License Map



Finance Department
Memorandum

DATE: February 14, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **LIQUOR LICENSE NO. 5-1926, LENCHO'S FAMILY STYLE
MEXICAN RESTAURANT**

REQUEST: New, Non-Transferable
LICENSE: Series 12 (Restaurant)
LOCATION: 6601 West Bethany Home Road, Suite A12-13
DISTRICT: Ocotillo
ZONED: C-2 (General Commercial)
APPLICANT: Erica Alicia Gaytan
OWNER: Erica Alicia Gaytan

DETAILS OF REQUEST:

1. The 60-day deadline for processing this license was February 13, 2012. A letter requesting an extension was sent to the Arizona Department of Liquor Licenses and Control on December 20, 2011.
2. The population density is 33,406 persons within a one-mile radius.
3. The 300 feet from any church or school rule does not apply to this series license.
4. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one.

CITIZEN PARTICIPATION TO DATE:

No protests were received during the 20-day posting period, December 21 through January 10, 2012.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a new, non-transferable series 12 license, may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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

PLANNING DEPARTMENT: Approved the application with no comments.

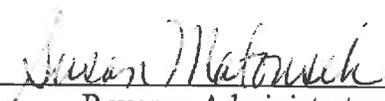
POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services



Council Communication

Business-Voting Agenda

02/14/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-4855, WAL-MART
NEIGHBORHOOD MARKET #4213**

Purpose

This is a request for City Council to approve a person-to-person, location-to-location transferable series 9 (Liquor Store - All Liquor) license for Wal-Mart Neighborhood Market #4213 located at 5050 North 83rd Avenue. The Arizona Department of Liquor Licenses and Control application (No. 09070500) was submitted by Clare Hollie Abel.

Background

The location of the establishment is 5050 North 83rd Avenue in the Yucca District. The property is zoned SC (Shopping Center). The population density within a one-mile radius is 23,082. This series 9 is a person-to-person, location-to-location transferable license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	2
	Total	7

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

Public Input

No public protests were received during the 20-day posting period.

Recommendation

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 02/14/2012

TO: Ed Beasley, City Manager

FROM: Susan Matousek, Revenue Administrator

SUBJECT: LIQUOR LICENSE NO. 5-4855, WAL-MART NEIGHBORHOOD
MARKET #4213

1. Finance Department Memorandum
2. Liquor License Map



Finance Department
Memorandum

DATE: February 14, 2012
TO: Ed Beasley, City Manager
FROM: Susan Matousek, Revenue Administrator
SUBJECT: **LIQUOR LICENSE NO. 5-4855, WAL-MART NEIGHBORHOOD MARKET #4213**

REQUEST: Person-to-Person, Location-to-Location Transferable

LICENSE: Series 9 (Liquor Store - All Liquor)

LOCATION: 5050 North 83rd Avenue

DISTRICT: Yucca

ZONED: SC (Shopping Center)

APPLICANT: Clare Hollie Abel

OWNER: Wal-Mart Stores, Inc.

DETAILS OF REQUEST:

1. The population density is 23,082 persons within a one-mile radius.
2. The business is over 300 feet from any church or school.
3. This series 9 is a person-to-person, location-to-location transferable license, therefore, the approval of this license will increase the number of liquor licenses in the area by one.
4. Wal-Mart Neighborhood Market #4213 has an estimated opening date of February 1, 2013.

CITIZEN PARTICIPATION TO DATE:

No protests were received during the 20-day posting period, December 28 through January 17, 2012.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a person-to-person, location-to-location transferable series 9 license, may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

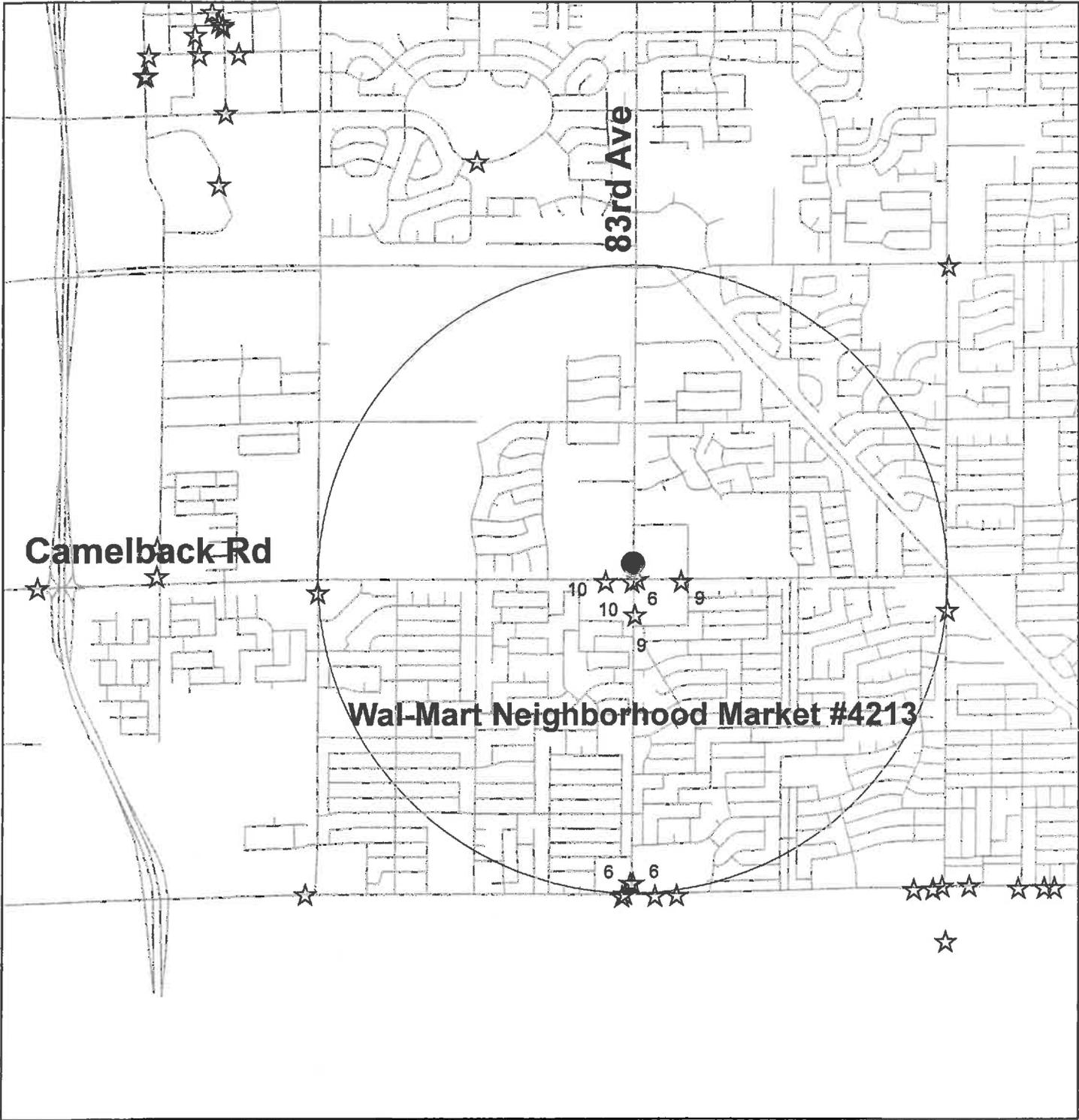
REVIEWED BY:



Revenue Administrator



Executive Director-Financial Services



BUSINESS NAME: Wal-Mart Neighborhood Market #4213	
LOCATION: 5050 N. 83rd Avenue	ZONING: SC
APPLICANT: Clare Hollie Abel	APPLICATION NO: 5-4855

RESOLUTION NO. 4540 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A "STOP VIOLENCE AGAINST WOMEN" GRANT OFFER IN THE APPROXIMATE AMOUNT OF \$148,812 FROM THE ARIZONA GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES ON BEHALF OF THE GLENDALE CITY PROSECUTOR'S OFFICE.

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

SECTION 1. That the City Council of the City of Glendale hereby accepts the STOP Violence Against Women grant from the Arizona Governor's Office for Children, Youth and Families in the approximate amount of \$148,812 on behalf of the Glendale City Prosecutor's Office.

SECTION 2. That the City Manager is hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

02/14/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Craig Tindall, City Attorney

SUBJECT: **ACCEPTANCE OF STOP VIOLENCE AGAINST
WOMEN GRANT**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to accept a STOP Violence Against Women grant on behalf of the City Prosecutor's Office in the approximate amount of \$148,812 from the Arizona Governor's Office for Children, Youth, and Families.

Background

The City Prosecutor's Office takes on approximately 10,000 new cases annually. These misdemeanor offenses range from relatively minor traffic violations to DUIs, thefts and domestic violence (DV) offenses. Out of the aforementioned 10,000 cases, roughly 17% of those are DV related.

Funding from this grant will be used to hire a special Misdemeanor DV Prosecutor and DV Advocate for a term of one year. This funding would allow the City Prosecutor's Office to dedicate a special unit exclusively to prosecuting DV offenses. A DV Prosecutor and DV Advocate will allow the Prosecutor's Office to initiate practices that will aim to increase conviction rates by providing victims access to a special prosecutor, thereby enhancing the victims' understanding of the criminal process and court proceedings.

Previous Council/Staff Actions

This is the first time that the City Prosecutor's Office has applied for this STOP Violence Against Women grant. The Police Department, however, has received funding from this grant source starting as early as 2000 with the last acceptance by Glendale City Council on January 25, 2011 in the amount of \$68,558.

Budget Impacts & Costs

The program proposes to hire two full-time contract employees. The amount of the grant will cover the full salaries and benefits to those two employees with a 25% in-kind contribution being provided by the City through support staff services as well as operating expenses and supplies. The operating expenses and supplies consists of items such as legal research expenses, telephone charges, postage and office equipment and supplies necessary for the two employees to perform their assigned duties.

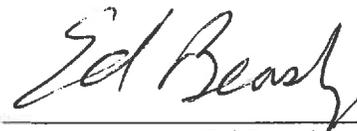
Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					\$148,812

Account Name, Fund, Account and Line Item Number:

A specific project account will be established in Fund 1840, the city's grant fund, once the grant agreement is formally accepted.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to accept a STOP Violence Against Women grant in the approximate amount of \$148,812 from the Arizona Governor's Office for Children, Youth, and Families; and further authorize the City Manager to accept the grant renewable option for two additional twelve month contracts, contingent upon the availability of funds.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 02/14/2012
TO: Ed Beasley, City Manager
FROM: Craig Tindall, City Attorney
SUBJECT: ACCEPTANCE OF STOP VIOLENCE AGAINST WOMEN GRANT

1. Resolution

RESOLUTION NO. 4541 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NUMBER ONE TO THE WATER TRANSPORTATION AGREEMENT WITH SALT RIVER VALLEY WATER USERS' ASSOCIATION.

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 Number One to the Water Transportation Agreement with Salt River Valley Water Users' Association be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

02/14/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Doug Kukino, Director, Environmental Resources

SUBJECT: **WATER TRANSPORTATION AGREEMENT
AMENDMENT**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Amendment Number One to the Water Transportation Agreement with Salt River Valley Water Users' Association, commonly known as Salt River Project (SRP).

Background

Since 1991, the city and SRP have had a perpetual Water Transportation Agreement. The current Water Transportation Agreement enables the city to use SRP infrastructure to transport non-SRP water supplies to city water treatment and storage facilities. This allows the city to better maintain service delivery and reliability during SRP water shortages by maximizing available water supplies and infrastructure use.

An amendment is needed to update the city facilities covered under the agreement. The amendment adds the city's Oasis Water Campus to the list of city facilities eligible to receive non-SRP water through SRP's water delivery infrastructure, including underground pipelines. The Oasis Water Campus was built after the current agreement was adopted.

Community Benefit

The Water Transportation Agreement provides the city significant and cost effective operational flexibility to effectively manage and utilize its non-SRP water resources on an as-needed basis.

Budget Impacts & Costs

Under the current agreement, the city paid \$37,867 to SRP for the delivery of non-SRP water to the city's water storage facilities in FY 2010-11.

The amended agreement allows for additional charges by SRP to transport non-SRP water to the Oasis Water Campus. Since SRP water shortages are not currently projected, the city has no immediate plans to transport non-SRP water to the Oasis Water Campus and no immediate

increase in cost is anticipated. In the event that the city has to transport non-SRP water to the Oasis Water Campus, the costs will be absorbed by the Water Services operating budget (Raw Water Usage, Account No. 2400-17230-518200).

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment Number One to the Water Transportation Agreement with Salt River Valley Water Users' Association.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 02/14/2012

TO: Ed Beasley, City Manager

FROM: Doug Kukino, Director, Environmental Resources

SUBJECT: WATER TRANSPORTATION AGREEMENT AMENDMENT

1. Resolution
2. Amendment Number One to the Water Transportation Agreement

AMENDMENT NUMBER ONE
TO THE
WATER TRANSPORTATION AGREEMENT
BETWEEN
SALT RIVER VALLEY WATER USERS' ASSOCIATION
AND
CITY OF GLENDALE

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1. PARTIES:

The parties to this Amendment Number One (“Amendment”) to the Water Transportation Agreement (“Agreement”) dated October 2, 1991 are City of Glendale, an Arizona Municipal Corporation (“City”) and Salt River Valley Water Users’ Association, an Arizona Corporation (“Association”). The City and Association are the parties to the Agreement and may be referred to in the Amendment individually as “Party” and collectively as “Parties”.

2. RECITALS:

- A. The Agreement permits City to use, for a fee, Association’s Water Delivery System for the transportation to City of non-Association water City acquires.
- B. In the Agreement, the Water Delivery System is defined to include, among other facilities, canals, but excludes Association laterals and drain ditches.
- C. City desires to use from time-to-time certain Association laterals and drain ditches for the transportation of the non-Association water City acquires.
- D. The Parties now wish to enter into this Amendment to the Agreement to permit City to use Association laterals and drain ditches from time-to-time, providing that any additional costs that Association incurs to prepare the Association Water Delivery System, including laterals and drains, for the sole purpose of use by City, or to actually transport City Water, or to repair the Association Water Delivery System, including laterals and ditches, after their sole use by City to transport City Water, will be paid by City, including an appropriate and reasonable margin of return on such work performed by Association.

3. AGREEMENT:

In consideration of the premises and mutual covenants and agreements herein set forth, the Parties agree to amend and supplement the Agreement as follows:

4. AMENDMENT TO SECTION 4 OF THE AGREEMENT - DEFINITIONS:

The definition of the term "Association Water Delivery System" in section 4.3 of the Agreement is hereby amended to state:

4.3 "Association Water Delivery System: Association's canal, lateral and drain ditch system, including canals, laterals, drain ditches, gates and measuring devices."

5. AMENDMENT TO SECTION 7 OF THE AGREEMENT – RATES, FEES, AND CHARGES:

A. Section 7.1 of the Agreement is amended to state:

"7.1 For City Water transported in the Association Water Delivery System, Association shall bill City and City shall pay Association a stepped rate for each acre foot (AF) of City Water or fractional AF received at the Points of Receipt whether or not City accepted or used such City Water. The amount billed to the City under this section shall not include costs incurred as a result of the City's use of Association laterals and drain ditches. The applicable step rates shall be as follows:"

B. Sections 7.1.1 through 7.1.4 of the Agreement remain unchanged except the reference to section 7.7 in section 7.1.4 is changed to section 7.8.

C. Section 7.2 of the Agreement is renumbered to 7.3 and a new section 7.2 is added to section 7 as follows:

"7.2 Association reserves the right to charge City an additional fee for the transportation of City Water in a lateral or drain ditch to the extent that Association can show an increase in operating or maintenance costs that are 1) attributable to such transportation of City Water, or 2) based on changed circumstances beyond the control of Association. Beginning in calendar year 2012 and every two (2) years thereafter, Association may adjust such fee. The fee shall be initiated or adjusted in accordance with section 7.9."

D. The following sections of the Agreement and references within those sections are renumbered as indicated:

1 Section 7.3 is renumbered to 7.4.

2 Section 7.4 is renumbered to 7.5 and the references within that section to sections 7.2 and 7.3 are changed to 7.3 and 7.4, respectively.

3 Section 7.5 is renumbered to 7.6.

4. Section 7.6 is renumbered to 7.7 and the reference within that section to section 7.7 is changed to 7.8.

E. Section 7.7 of the Agreement is renumbered to 7.8 and is amended to state:

“7.8 Beginning in calendar year 2016, and continuing thereafter, Association may change the rate or rate structure provided in section 7.1 no more frequently than five year intervals, based on changed circumstances beyond the control of Association and which have increased the cost of providing the service hereunder beyond those increases in costs reflected by the Annual Index.”

F. Sections 7.7.1, 7.7.2 and 7.7.3 of the Agreement are deleted.

G. A new section 7.9, including sections 7.9.1 through 7.9.4, is added to section 7 of the Agreement as follows:

“7.9 If Association proposes to charge or adjust the fee for transportation of City Water in Association laterals or ditches pursuant to section 7.2, or proposes to change the rate or rate structure for transportation of City Water in Association Water Delivery System pursuant to section 7.8:

7.9.1 Association must provide City with written notice of the fee or new rate or rate structure, and documentation to substantiate the changed circumstances and the increased cost 60 days before the fee or new rate or rate structure becomes effective.

7.9.2 If City is not willing to pay the fee adjusted pursuant to section 7.2, City will either cease using Association laterals and ditches or provide written termination notice to Association before the fee becomes effective .

7.9.3 If City is not willing to pay the new rate/rate structure adjusted pursuant to

section 7.8, City may terminate this Agreement by giving written notice to Association before the fee or new rate or rate structure becomes effective.

7.9.4 If City gives notice pursuant to section 7.9.2 or section 7.9.3, the terms of this Agreement may be extended by City for a period of three (3) years from the date of the City's notice, unless otherwise agreed by the Parties. During this period, City shall pay the new fee or new rate as provided in section 7.2 or section 7.8, respectively."

H. Section 7.8 of the Agreement is renumbered to 7.10.

6. AMENDMENT TO SECTION 10 OF THE AGREEMENT - APPOINTMENT/DUTIES OF AUTHORIZED REPRESENTATIVES:

A. Within section 10.1 of the Agreement, the references to sections 10.1.1 through 10.1.9 are changed to 10.1.1 through 10.1.11.

B. The following sections 10.1.10 and 10.1.11 are added to section 10 of the Agreement:

“10.1.10 Shall review and agree to all changes or improvements to the Association Water Delivery System to accommodate its use by City pursuant to section 15.3.

10.1.11 May agree to operational, accounting, and cost arrangements that further the purpose of this Agreement.”

7. AMENDMENT TO SECTION 12 OF THE AGREEMENT – TRANSPORTATION LOSSES:

A. Section 12 of the Agreement remains as section 12 but its existing content is renumbered to 12.1, and amended to state:

“12.1 For City Water transported in canals, City shall be assessed Transportation Losses at the rate of 0.16 percent (April 2010 through March 2011 rate) per AF per mile between the Point of Receipt and the Point of Delivery. Using the water balance of supply and delivery, a procedure similar to the loss calculation used in standard reporting to the Arizona Department of Water Resources and the United States Bureau of Reclamation, Association shall review and adjust such Transportation Loss rate annually in April

based on annual average Association Water Delivery System losses during the preceding five years. Such adjusted rate shall remain in effect until next adjusted.”

B. Further, a new section 12.2 is added to section 12 of the Agreement as follows:

“12.2 Until otherwise determined by Association, for City Water transported in a lateral or drain ditch, City shall not be assessed additional Transportation Losses; however, Association reserves the right to assess additional losses to City based on Association’s water loss experience in the lateral(s) or drain ditch(es) being used to transport City Water. Prior to assessing additional Transportation Losses pursuant to this section 12.2, Association shall provide City written notice and evidence and/or calculation supporting the assessed rate of additional Transportation Losses.”

8. AMENDMENT TO SECTION 15 OF THE AGREEMENT – DISTRIBUTION:

Sections 15.3 and 15.4 are added to section 15 of the Agreement as follows:

“15.3 City may request the Association to make changes or improvements to the Association Water Delivery System and related structures. City shall be responsible for all costs associated with any changes or improvements made pursuant to such City request if the change or improvement is made for the sole purpose of accommodating City’s use of the Water Delivery System and related structures for the transportation of City Water; otherwise, the cost of such change or improvement shall be divided between the Parties as mutually agreed upon.”

“15.4 City shall not make any change or improvements to the Association Water Delivery System and related structures or facilities of Association without the written approval of Association. Upon termination or expiration of this Agreement, City shall restore to a condition satisfactory to Association the Association Water Delivery System and related structures and facilities of Association to which City had made changes. If City fails to accomplish such restoration, Association shall do so and the expense thereof shall be charged to and paid by City.”

9. AMENDMENT TO SECTION 20 OF THE AGREEMENT - NOTICE OF WATER DELIVERIES:

Section 20 of the Agreement is amended to state:

“City shall provide adequate notice to Association of City’s water orders and any subsequent order changes, in accordance with operating procedures established by Association. Operating procedures established by Association shall provide that, in the event of a pending Association Water Delivery System curtailment, Association shall give City as much notice as reasonably practicable of the pending curtailment and give City the maximum flexibility reasonably attainable to adjust or change the source, as between water identified in sections 4.5(a), 4.5(b), and 4.5(c) of its pro rata share of the total amount of this water that has been ordered by all cities. Association shall schedule, transport, and account for City Water. Transportation of City Water shall be subject to operational and maintenance constraints common to all parties served by the Association Water Delivery System. The amount of City Water requested by City, less Transportation Losses, shall be delivered by Association to the Point of Delivery, subject to the provisions of section 15.2 and 16. Association shall schedule and monitor the transportation of City Water so as not to in any manner whatsoever interfere with the operation and maintenance of the Association Water Delivery System.”

10. AMENDMENT TO SECTION 25 OF THE AGREEMENT – NOTICES

Section 25 of the Agreement is amended to state:

“Any notice, demand, or request provided for in this Agreement shall be in writing and delivered in person, or sent by registered or certified mail, postage prepaid, to:

To Association:

Salt River Valley Water Users Association
c/o Secretary
P.O. Box 52025
Phoenix, Arizona 85072-2025
Reference: Water Transportation Agreement

With a copy to:

Association’s Authorized Representative
P.O. Box 52025, Mail Station PAB-101
Phoenix, Arizona 85072
Reference: Water Transportation Agreement

To City:

Craig Johnson
Executive Director, Water Services
City of Glendale
7070 West Northern Avenue
Glendale, Arizona 85303

With copies to:

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

And

Stephen Rot,
City's Authorized Representative
City of Glendale
7070 West Northern Avenue
Glendale, Arizona 85303

11. AMENDMENT TO SECTION 29 OF THE AGREEMENT – RESOLUTION OF DISPUTES

A. Section 29.1 is amended to state:

“29.1 City and Association may submit a dispute under this Agreement to a non-binding arbitration if both parties agree to arbitrate in writing. Within 30 days of obtaining written consent to arbitrate, both parties shall name one arbitrator. The two arbitrators selected by the parties shall select a third arbitrator as soon as practicable. Within 30 days from the selection of the third arbitrator, the arbitrator shall hold a hearing. Within 30 days from the conclusion of the hearing, the arbitrator shall render a decision on the dispute.”

B. Sections 29.1.1, 29.1.2, 29.1.3, and 29.1.4 are deleted.

12. EFFECTIVE DATE

This Amendment is effective _____ and shall remain in effect through the term of the Agreement unless otherwise agreed to by the Parties.

13. ALL OTHER PROVISIONS OF THE AGREEMENT

Except as provided herein, all other provisions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the Parties hereto.

SALT RIVER VALLEY WATER USERS' ASSOCIATION,
An Arizona Corporation

Attest and Countersign

Secretary

By: _____
President

Approved as to form and within the power and authority granted under the laws of the Territory of Arizona to the Salt River Valley Water Users' Association.

“CITY:”

CITY OF GLENDALE,
an Arizona municipal corporation

City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. 4542 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT CHANGE ORDER NO. 5 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL GRANT PASS THROUGH FUNDING FOR GLENDALE'S TRANSIT SERVICES.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Contract Change Order No. 5 to the Intergovernmental Agreement with the City of Phoenix extending the contract expiration period to March 31, 2012 in order to receive funding for transit services from Grant Pass-through Agreement for Grant No. AZ-90-X080 be entered into, which change order 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 change order 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 _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

02/14/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: **CONTRACT CHANGE ORDER NO. 5 WITH THE CITY OF PHOENIX FOR THE EXTENSION OF FEDERAL TRANSIT ADMINISTRATION GRANT AZ-90-X080**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 5 to the intergovernmental agreement (IGA) with the City of Phoenix for Federal Transit Administration (FTA) grant funds for transit services under FTA grant AZ-90-X080.

Background

Federal grant funds are programmed for the City of Glendale transit projects in the Maricopa Association of Government's approved Transportation Improvement Program. The City of Phoenix is designated as the regional recipient of FTA grants, and distributes the funds to cities in this region.

FTA grant AZ-90-X080 provided federal funding for the purchase of replacement vehicles, transit vehicle maintenance expenses, and the acquisition of computer system hardware. This IGA will extend the contract to March 31, 2012, allowing Glendale to receive full reimbursement of \$594,160 in FTA funds.

All projects were completed prior to the grant's expiration date of July 1, 2011. This formal extension is required to file and complete the reimbursement process to Glendale.

Previous Council/Staff Actions

On June 12, 2007, Council approved an IGA with the City of Phoenix for Federal Transit Administration grant funds for transit services under FTA grant AZ-90-X080. All subsequent extensions on October 5, 2009; December 28, 2009; June 17, 2010; and March 3, 2011 extended the term of the agreement.

Community Benefit

Transportation services and programs provide a benefit to Glendale residents and visitors. These grant funds will help to provide the continuation of quality and reliable services.

Budget Impacts & Costs

Expenditures for all projects in the grant total \$742,700. The amount of federal funds in this grant award is \$594,160. The grant requires a 20% match totaling \$148,540. The Regional Public Transportation Authority will provide \$96,000 towards the local match for the purchase of the vehicles. The remaining local match of \$52,540 is available in the Transportation Services capital and operating budgets.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X	X	X		\$52,540

Account Name, Fund, Account and Line Item Number:

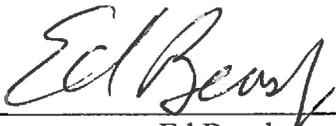
Dial-A-Ride, Account No. 1660-16530-532400, \$20,805

Fixed Route, Account No. 1660-16540-532400, \$6,935

Transit Support Capital, Account No. 2210-65014-551400, \$24,800

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 5 to the intergovernmental agreement with the City of Phoenix for Federal Transit Administration grant funds for transit services under FTA grant AZ-90-X080.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 02/14/2012

TO: Ed Beasley, City Manager

FROM: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: CONTRACT CHANGE ORDER NO. 5 WITH THE CITY OF
PHOENIX FOR THE EXTENSION OF FEDERAL TRANSIT
ADMINISTRATION GRANT AZ-90-X080

1. Resolution
2. Contract Change Order No. 5 with the City of Phoenix for Grant Pass-Thru Agreement AZ-90-X080

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
5

Contract No.
122213

Issued To: (Name of Contractor or Consultant)
City of Glendale

Date
10/26/2011

Project Description: Grant Pass-Thru Agreement AZ-90-X080

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

This change order extends the contract expiration period date to March 31, 2012.

All other terms and conditions of this agreement remain the same.

ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: City of Glendale

SIGNATURE: _____

TITLE: _____

DATE: _____

DATE SENT BY CITY OF PHOENIX: 10-26-2011

ENDORSEMENTS

REQUESTED BY:	DATE
----------------------	-------------

Stephanie Child – Budget Analyst II

RECOMMENDED BY:	DATE
------------------------	-------------

Jim Campion – Contract Specialist II Ld.

PTD FISCAL SECTION REVIEW:	DATE
-----------------------------------	-------------

Kenneth Kessler – Department Budget Supervisor

CHECKED AS TO AVAILABILITY OF FUNDS BY:	DATE
--	-------------

N/A

Budget and Research Department

APPROVED FOR THE CITY MANAGER BY:	DATE
--	-------------

Debbie Cotton, Public Transit Director

RESOLUTION NO. 4543 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, RATIFYING THE ENTERING INTO OF THE EQUITABLE SHARING AGREEMENT AND CERTIFICATION WITH THE DEPARTMENT OF JUSTICE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That the City Council hereby ratifies the entering into by the City of Glendale of the Equitable Sharing Agreement and Certification with the Department of Justice. Said agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

02/14/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager
PRESENTED BY: Steve Conrad, Police Chief

SUBJECT: **EQUITABLE SHARING AGREEMENT WITH UNITED STATES DEPARTMENT OF JUSTICE**

Purpose

This is a request for City Council to adopt a resolution authorizing the ratification of an agreement with the United States Department of Justice (DOJ) for the equitable sharing of Racketeering Influenced Corrupt Organizations (RICO) assets.

Background

RICO allows the government to legally use the proceeds from criminal enterprises forfeited by individuals or organizations and utilize them in approved law enforcement operations. The funds are not forfeited unless authorized through the courts after due process. Participation in this agreement allows the Police Department to receive a portion of the RICO assets seized on criminal cases worked in conjunction with federal agencies.

Previous Council/Staff Actions

On October 28, 2008, Council approved intergovernmental agreements with the DOJ and Maricopa County Attorney's Office for the equitable sharing of RICO assets seized on criminal cases worked by the Police Department. City participation in this program with DOJ predates 1992.

Community Benefit

Participation in equitable asset sharing enables the Police Department to continue to target large-scale operations to suppress drug importation and sales in the city. It promotes close cooperation between federal agencies and the Police Department, while penalizing drug traffickers by seizing their illicit assets and charging them criminally.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the ratification of an agreement with the United States Department of Justice for the equitable sharing of Racketeering Influenced Corrupt Organizations assets.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 02/14/2012
TO: Ed Beasley, City Manager
FROM: Steve Conrad, Police Chief
SUBJECT: EQUITABLE SHARING AGREEMENT WITH UNITED STATES
DEPARTMENT OF JUSTICE

1. Resolution



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

02/14/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager
PRESENTED BY: Steve Conrad, Police Chief

SUBJECT: **RENTAL AGREEMENT WITH EMPIRE SOUTHWEST,
LLC**

Purpose

This is a request for City Council to authorize the City Manager to enter into three rental agreements with Empire Southwest, LLC for the rental of heavy equipment by the Glendale Police Department in an amount not to exceed \$90,000.

Background

Rental of this equipment will allow the Police Department to search for the remains of a victim in a homicide investigation. The rental equipment rates are based on rental agreements with Empire Southwest, LLC. The rental of heavy equipment is based on the declaration of an emergency by the Police Chief.

Budget Impacts & Costs

Funding is available in the FY 2011-12 RICO funds for the rental of heavy equipment. Final cost is dependent on the length of use which is unknown at this time; however, the cost should not exceed \$90,000.

Recommendation

Authorize the City Manager to enter into three rental agreements with Empire Southwest, LLC for the rental of heavy equipment by the Glendale Police Department in an amount not to exceed \$90,000.

Ed Beasley
City Manager



Attachment Memorandum

DATE: 02/14/2012
TO: Ed Beasley, City Manager
FROM: Steve Conrad, Police Chief
SUBJECT: RENTAL AGREEMENT WITH EMPIRE SOUTHWEST, LLC

1. Agreement A47127
2. Agreement A47128
3. Agreement A47131

EMPIRE POWER SYSTEMS
1-888-CAT POWER



EMPIRE RENTAL
1-800-RENT-CAT

RENTAL AGREEMENT

CITY OF GLENDALE
POLICE DEPT
6835 N 57TH DR
GLENDALE AZ

BUTTERFIELD LANDFILL
40404 S. 99TH AVE

85301-3218

MOBILE, AZ

RENTAL DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	TRAGE
1/31/12	8000908	TO FOLLOW	16	G	RB1	2	1
AGREEMENT NUMBER	DOC DATE	PC	LG	MG	SHR VIA		
A47127	1/25/12			10			
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	ID NUMBER		
AA	328D LCRTH	0GTN00211		1,846.0	E114956		
		CAT0328DPGTN00211					

CUSTOMER CONTACT: ERNIE RUIZ

PHONE: 623-640-1046
CURRENCY: USD

CUSTOMER RESPONSIBILITY FOR EXPENSES BEYOND RENTAL RATE, TRANSPORTATION AND FUEL:

" CLEANING: SHOULD THE CUSTOMER ELECT TO HAVE EMPIRE CLEAN THE MACHINE AFTER THE RENTAL TERM IS COMPLETE, A MINIMUM OF 16 HOURS AT CURRENT FIELD SERVICE RATE WILL BE CHARGED, PLUS TRAVEL TIME TO AND FROM THE JOB SITE. CLEANING HOURS WILL NOT EXCEED 80 HOURS. THIS HOWEVER IS CLEANING ONLY AND DOES NOT INCLUDE ADDITIONAL CHARGES FOR DAMAGES. THE MACHINE WILL ALWAYS BE CLEANED ON SITE BEFORE TRANSPORT TO ITS NEXT JOB OR EMPIRE FACILITY. MATERIAL FROM THE LANDFILL WHERE OPERATED WILL STAY ON THAT SITE.

" THE FOLLOWING PROCEDURE WILL BE FOLLOWED BY EITHER THE CUSTOMER OR THE EMPIRE TECHNICIAN.

BELLY PANS DROPPED
COMPONENTS THOROUGHLY CLEANED
WIRE WRAP ON ANY AXLE REMOVED WITHOUT SEAL GUARD DAMAGE

TRACKS ON CRAWLER MACHINE MUST BE REMOVED AND MATERIAL CLEANED FROM ALL UC COMPONENTS
MACHINE RETURNED IN THE SAME CONDITION AND

This is your Rental Agreement. Please read both sides before signing.

FIRE, THEFT AND VANDALISM PROTECTION: By Initialing in the box below, customer agrees to accept and pay for the Fire, Theft and Vandalism Protection described on the back of this agreement.

Accept Decline

Charges will be based on time out and not necessarily on time used. See RENTAL PERIOD AND EXCESS USAGE CHARGE on reverse hereof.

By signing below, Customer hereby grants Empire a security interest in the equipment and grants a power of attorney to Empire to execute and record all UCC-1s and security documents on Customer's behalf.

I have read, discussed and understand the terms and conditions of the Agreement and agree to be bound thereto. **SIGNING PERSONALLY AND FOR THE CUSTOMER:**

Printed Name _____

Signature _____ Date _____

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AGREEMENT NUMBER	DOC DATE	PG	LC	MC	SHR VIA		
A47127	1/25/12			10			
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						.0	

RENTAL BEGAN

SHEET METAL DAMAGE MUST BE REPAIRED BY EMPIRE
TECHNICIAN AT WILL BE AT CURRENT SHOP HOURLY RATE
EXCESSIVE TIP OR UC WARE FROM TRAVELING LONG
DISTANCES

DAILY LUBE

EMPIRE RESPONSIBILITIES:

PROVIDE OPERATOR TRAINING AND OPERATION
CONSULTATION (SITE ASSESSMENT) PRIOR TO DELIVERY
GET WEAR

U/C WEAR (2.8% WEAR ALLOWED PER 160 HOUR MONTH.
BASED ON 3000 HOUR LIFE. EXCESSIVE WEAR FROM
TRAVELING OR MISADJUSTED UC WILL BE BILLED TO
CUSTOMER)

PM MAINTENANCE

RUNNING REPAIRS AND WARRANTY REPAIRS NOT CAUSED
BY ABUSE OR MISUSE

RENTAL OF LANDFILL MACHINE HAVE AN INHERENTLY
HIGHER RISK OF UNINTENDED EXPENSES FOR BOTH THE
CUSTOMER AND EMPIRE. THE OPERATOR OF A LANDFILL
MACHINE SHOULD BE OF THE HIGHEST CALIBER WITH A
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AGREEMENT NUMBER	DOC DATE	PC	CC	MC	SHEVA		
A47127	1/25/12			10			
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	IG NUMBER		
				.0			

EXPLAIN THOSE RISKS WITH ALL DELIVERIES OF A LANDFILL RENTAL MACHINE AT NO CHARGE TO THE CUSTOMER. THE ONE DAY TRAINING WILL INCLUDE MAINTENANCE AND RENTAL RETURN CONDITIONS TO TRY AND ELIMINATE OR REDUCE ANY UNEXPECTED CHARGES TO THE CUSTOMER.

NOTWITHSTANDING THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, EMPIRE ACKNOWLEDGES THAT THE CITY IS A SELF-INSURED ENTITY AND THAT ALL INSURANCE REQUIREMENTS ARE SATISFIED BY THE CITY'S SELF-INSURANCE RETENTION.

PLEASE REQUEST A CONFIRMATION NUMBER WHEN STOPPING THE RENTAL ON THIS MACHINE.

ITEM	QTY	RENTAL RATE	PERIOD	OVERTIME
IDNO: E114956 MODEL: 328D LCRTH	1.0	11,300.00	4 WEEK	70.63
SERIAL NUMBER: 0GTN00211		3,770.00	WEEK	94.25
PIN: *CAT0328DPGTN00211*		1,260.00	DAY	157.50
DESC: 328DL CR				
TIME OUT: 06:37	DATE OUT: 1/31/12	EXPECTED RETURN DATE: 3/01/12		
METER OUT: 1846.0				

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EMPIRE POWER SYSTEMS
1-888-CAT POWER



EMPIRE RENTAL
1-800-RENT-CAT

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MOBILE, AZ

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				.0			

MISCELLANEOUS CHARGES
FREIGHT IN
FREIGHT OUT

1 922.00
1 922.00

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THIS AGREEMENT IS FOR THE RENTAL OF THE EQUIPMENT SHOWN ON THE OTHER SIDE OF THIS PAGE, INCLUDING ALL PARTS AND ACCESSORIES ("EQUIPMENT").

1. **TITLE:** Empire is and shall remain the owner of the Equipment. Customer will not acquire any equity or ownership interest in the Equipment by making rental payments or repairs. Customer will not place any liens on the Equipment and shall not allow third parties to encumber Empire's title. Rental Rates, in compliance with A.R.S. § 44.1709.41, include an amount sufficient to cover personal property tax due in connection with the Equipment.

2. **RENTAL PERIOD:** The period commencing on the delivery of the Equipment to Customer and ending upon its return to Empire's premises. No allowances made for Saturdays, Sundays, holidays, transit time or for any period Equipment is not in actual use.

3. **EXCESS USAGE CHARGE:** Rental rates are based upon maximum Equipment usage of: one shift of 8 hours per day; or upon 40 hours per week; or upon 160 hours per four weeks. If the Equipment is used longer during any specified period, rental for overtime will be charged as a set percentage of the rental rate.

4. **RECEIPT OF EQUIPMENT AND WAIVER OF DEFECTS:** By accepting delivery, Customer acknowledges the Equipment to be in good, safe and serviceable condition, fit for its intended use, and accepts the Equipment "AS IS" regardless of defects, latent or otherwise.

5. **MACHINE MAINTENANCE AND REPAIRS:** Customer, at its own cost, shall keep the Equipment in good working order and shall maintain the Equipment as prescribed in the Manufacturer's Lube and Maintenance Guide. Customer is not authorized to incur any expense for the account of Empire.

6. **RETURN OF EQUIPMENT:** At the termination of this agreement or upon demand, Customer shall return all of the Equipment to Empire's premises during Empire's regular business hours. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Empire's regular business hours. If Empire has agreed to deliver or pick up the Equipment, Customer shall be responsible for all loss or damage to the Equipment from time of delivery until Empire actually picks up the Equipment.

7. **DAMAGED EQUIPMENT; REASONABLE WEAR AND TEAR:** If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Empire the reasonable cost of repair and shall also pay rental on the Equipment at the regular rental rate until repairs have been completed. Reasonable wear and tear shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift (eight hours per day, five days per week) basis. The following shall not be deemed reasonable wear and tear: damage resulting from lack of lubrication or failing to maintain necessary oil, water, and air pressure levels; damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual. Repairs to the Equipment shall be made to the reasonable satisfaction of Empire, and in a manner which will not adversely affect the operation or value of the Equipment, such as welding instead of replacing a part.

8. **TIRE REPAIR OR REPLACEMENT:** Repair and replacement of tires are not included in the rental rate. Upon return of Equipment, Customer agrees to pay a tire wear charge. Customer shall pay for any tire damage, regardless of the cause. All tires substituted by Customer shall become Empire's property.

9. **INSURANCE:**

A. **Liability Insurance:** During the term of this rental, Customer must maintain commercial general liability insurance covering its operations and covering Empire as an additional insured for a minimum of \$1 million.

B. **Auto/Truck:** For rental of trucks licensed for use on public highways, Customer shall maintain primary business auto liability insurance covering Empire as additional insured. Such insurance shall include coverage for hired and non-owned autos with minimum limits of \$1 million per occurrence. Customer agrees that any insurance carried by Empire is not intended to

cover Customer, Customer's employees or any person to whom Customer has loaned the Equipment or Trucks. The maximum amount of coverage available to a person or entity (other than Empire) required by law to be insured on Empire's policy will be the limit of insurance needed to comply with the minimum limits in the appropriate jurisdiction.

C. **Physical Damage Insurance:** Customer shall, during the term of this rental, keep the Equipment insured for full value through a company or companies acceptable to Empire. Customer agrees to pay for the Fire, Theft and Vandalism Protection until appropriate evidence of insurance is received by Empire. The physical damage insurance requirement shall not apply when Customer pays for the Fire, Theft and Vandalism Protection, but the Fire, Theft and Vandalism Protection is not available for trucks licensed for use on public highways.

D. **Evidence of Insurance:** Customer must provide Empire with a certificate of insurance confirming:

1. Coverage applies to rented Equipment (and, if applicable, to rented trucks licensed for use on public highways);
2. Empire is named "additional insured" with respect to liability insurance and auto liability insurance, if applicable;
3. Empire is named "loss payee" with respect to physical damage insurance; and
4. Such insurance may not be canceled or materially modified without giving Empire at least 30 days written notice.

10. **FIRE, THEFT AND VANDALISM PROTECTION:** The Fire, Theft and Vandalism Protection ("FTVP") will provide some limited protection from accidental, direct physical loss or damage to rented/leased Equipment. The FTVP is available for up to \$1 million of off-highway construction Equipment per customer and will cover losses of up to \$500,000 per accident or occurrence. The FTVP is not insurance. It is not a substitute for insurance of any kind. The FTVP will not be in effect if Customer fails to pay the appropriate fees when due. The FTVP will not cover the following exclusions or causes of loss, which will remain the responsibility of Customer:

A. The first \$5,000 of damage, or an amount equal to one month's rent, whichever is less. This deductible applies to each accident and to each separate piece of Equipment stolen or damaged.

B. That portion exceeding \$500,000 of damage or loss to one or more pieces of Equipment from a single occurrence or accident.

C. Damage caused by overloading or exceeding the rated capacity of the Equipment.

D. Damage to motors or other electrical devices caused by a surge in electric current.

E. Damage to tires and tubes caused by blowouts, bruises, cuts, road hazards, or other causes inherent in the use of the Equipment.

F. Damage resulting from lack of lubrication or other normal servicing of Equipment.

G. Wrongful conversion by Customer or through infidelity of Customer's employees or of persons to whom the Equipment is entrusted (carriers for hire excepted).

H. Voluntarily parting with the Equipment by Customer or by others to whom the Equipment may be entrusted, except carriers for hire, if induced to do so by any fraudulent scheme, trick, or false pretense.

I. Loss or damage caused by use of the Equipment in violation of any of the terms of the rental agreement.

J. Failure to file a police report following the theft, disappearance or vandalism of the Equipment.

K. Damage caused by using straight gas in 2-cycle engines.

L. Loss or damage caused by failure to keep the Equipment in a locked enclosure or otherwise secured when not in use.

M. Loss or damage caused by intentional acts.

N. Loss or damage that was, or should have been, expected due to an extraordinary application or use of the Equipment.

O. Delay, loss of market, loss of use, loss of profit, business interruption or indirect or consequential damages of any kind.

11. **DISCLAIMER OF WARRANTIES AND LIABILITY:** Empire makes no warranties, expressed or implied, as to the Equipment's merchantability or fitness for any

particular purpose. Customer's sole remedy shall be the termination of the rental charges at the time of failure or discovery of defect, provided the Equipment is returned to Empire within 24 hours. Empire shall not be responsible for any loss, damage or injury, including lost profits, incidental, special or consequential damages, and, Customer shall indemnify and hold Empire harmless from all claims (including claims brought by third parties) arising out of the operation, possession, use, failure, maintenance or return of the Equipment, including Empire's legal costs incurred in defense of such claims.

12. **DEFAULT:** Customer is in default if (a) Customer fails to pay any installment of rent or other payment to Empire when due; (b) Customer fails to return the Equipment upon termination of the rental or upon demand; (c) Customer fails to perform or observe any condition of this or any other agreement with Empire; (d) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, files a petition in bankruptcy or consents to or acquiesces in the appointment of a trustee, receiver or liquidator of all or any substantial part of its assets or properties; (e) Customer abuses, neglects or attempts to remove, sell, transfer, encumber, part with possession of or sublease the Equipment or any item thereof; or (f) Empire in good faith deems itself insecure.

13. **REMEDIES; RETAKING OF EQUIPMENT:** Upon Customer's default, Empire reserves all rights and remedies available at law or under contract and may, at its option, demand that Customer immediately deliver the Equipment to Empire at Customer's expense. If the Equipment is not returned at the termination of the rental or for any reason it becomes necessary for Empire to retake the Equipment to protect it from loss or damage, Empire and its agents may, without notice or legal process, enter into any job, building or place where the Equipment may be and repossess same by using all force necessary to do so. In the event of default, Customer waives all rights to a prior judicial hearing, any further right to possession of the Equipment and all claims for injuries, damages or loss arising out of the repossession of the Equipment. Customer shall pay all costs and expenses incurred by Empire in retaking the Equipment.

14. **COMPLIANCE WITH LAWS AND REGULATIONS; HAZARDOUS MATERIALS:** Customer shall not abuse, harm or improperly operate the Equipment. Customer, at its sole expense, shall comply with all laws and regulations applying to the use, operation or possession of the Equipment. Customer warrants and represents that it shall return the Equipment free from all toxic, hazardous or regulated materials, as these terms may be defined in applicable federal, state and local regulations and laws. Customer shall indemnify and hold Empire harmless from any loss, claim or damage which may arise out of Customer's breach of these representations and warranties.

15. **ADDITIONAL CUSTOMER OBLIGATIONS:** Customer shall not sublet or assign this rental agreement. Customer shall at all times advise Empire of the exact location and condition of the Equipment and shall give Empire immediate notice of any lien or judicial process affecting the Equipment. Empire may enter any job, building or place to inspect the Equipment. Customer shall furnish Empire with a complete report of any accident involving the Equipment, including names and addresses of all witnesses and persons involved. Empire may assign its right to receive rent (or any of its other rights hereunder), and Customer, upon receiving notice, shall make payment to the assignee as directed.

16. **MISCELLANEOUS:** This document supercedes all previous oral or written communications and may be modified only by writing signed by both parties. If any portion of this agreement is unenforceable, the remainder shall continue in full force and effect. Counterpart, facsimile and photocopy signatures are binding upon the Customer.

17. **CONSENT TO JURISDICTION AND ENFORCEMENT:** Customer agrees that this agreement shall be construed under the laws of the state of Arizona and consents to the jurisdiction of the federal or state courts located in Maricopa County, Arizona. Customer shall participate in any judicial proceedings and agree that the decisions of the courts are binding and enforceable.

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AA	D9T	ORJS00736		6,070.0	E114030		
CAT00D9THRJS00736							

CUSTOMER CONTACT: ERNIE RUIZ

PHONE: 623-640-1046
CURRENCY: USD

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Accept Initials Decline Initials

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By signing below, Customer hereby grants Empire a security interest in the equipment and grants a power of attorney to Empire to execute and record all UCC-1s and security documents on Customer's behalf.

WRITTEN SAFETY INSTRUCTIONS: I have been given and agree to read safety instructions before operating or allowing rented equipment to be operated or used. If I do not understand or forget the safety/operating instructions I have been given, or if the equipment fails, I will not attempt either to operate or repair it. I will discontinue use and notify Empire Rental immediately.

Initials

I have read, discussed and understand the terms and conditions of the Agreement and agree to be bound thereto. SIGNING PERSONALLY AND FOR THE CUSTOMER:

Printed Name _____

Signature _____ Date _____

The California Air Resources Board (ARB) has adopted a regulation for off-road diesel vehicles. This regulation imposes idling limitations on owners, renters and lessees of off-road vehicles, which ARB is authorized to enforce. No vehicle or engine, subject to this regulation may idle for more than 5 consecutive minutes. For more information on idling limits, please visit: <http://www.arb.ca.gov/msprog/ordiesel/iguidanceidling.pdf>

EMPIRE POWER SYSTEMS
1-888-CAT POWER



EMPIRE RENTAL
1-800-RENT-CAT

RENTAL AGREEMENT

CITY OF GLENDALE
POLICE DEPT
6835 N 57TH DR
GLENDALE AZ

BUTTERFIELD LANDFILL
40404 S. 99TH AVE

85301-3218

MOBILE, AZ

RENTAL DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
1/31/12	8000908	TO FOLLOW	16	G	RB1	2	3
AGREEMENT NUMBER	DOC DATE	PG	LC	INC	SHR/UA		
A47128	1/25/12			10			
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	ID NUMBER		
				.0			

EXPLAIN THOSE RISKS WITH ALL DELIVERIES OF A LANDFILL RENTAL MACHINE AT NO CHARGE TO THE CUSTOMER; THE ONE DAY TRAINING WILL INCLUDE MAINTENANCE AND RENTAL RETURN CONDITIONS TO TRY AND ELIMINATE OR REDUCE ANY UNEXPECTED CHARGES TO THE CUSTOMER.
NOTWITHSTANDING THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, EMPIRE ACKNOWLEDGES THAT THE CITY IS A SELF-INSURED ENTITY AND THAT ALL INSURANCE REQUIREMENTS ARE SATISFIED BY THE CITY'S SELF-INSURANCE RETENTION.

****PLEASE REQUEST A CONFIRMATION NUMBER WHEN STOPPING THE RENTAL ON THIS MACHINE.****

ITEM	QTY	RENTAL RATE	PERIOD	OVERTIME
IDNO: E114030 MODEL: D9T	1.0	29,000.00	4 WEEK	181.25
SERIAL NUMBER: 0RJS00736		9,670.00	WEEK	241.75
PIN: *CAT00D9THRJS00736*		3,230.00	DAY	403.75
DESC: TRACK TYPE TRACTORS.				
TIME OUT: 15:25	DATE OUT: 1/31/12	EXPECTED RETURN DATE: 3/01/12		
METER OUT: 6070.0				

This is your Rental Agreement. Please read both sides before signing.

FIRE, THEFT AND VANDALISM PROTECTION: By initialing in the box below, customer agrees to accept and pay for the Fire, Theft and Vandalism Protection described on the back of this agreement.

Accept Initials Decline Initials

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I have read, discussed and understand the terms and conditions of the Agreement and agree to be bound thereto. SIGNING PERSONALLY AND FOR THE CUSTOMER:

Printed Name _____

Signature _____ Date _____

WRITTEN SAFETY INSTRUCTIONS: I have been given and agree to read safety instructions before operating or allowing rented equipment to be operated or used. If I do not understand or forget the safety/operating instructions I have been given, or if the equipment fails, I will not attempt either to operate or repair it. I will discontinue use and notify Empire Rental immediately.

Initials

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85301-3218

MOBILE, AZ

RENTAL DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
1/31/12	8000908	TO FOLLOW	16	G	RB1	2	4
AGREEMENT NUMBER	DOC DATE	PG	IC	MC	SHIP V/A		
A47128	1/25/12			10			
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	LID NUMBER		
				.0			

MISCELLANEOUS CHARGES

FREIGHT IN	1	2,190.00
FREIGHT OUT	1	2,190.00
INSTALL DOZER BLADE	16	2,061.60
REMOVE DOZER BLADE	16	2,061.60

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Accept



Decline



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I have read, discussed and understand the terms and conditions of the Agreement and agree to be bound thereto. SIGNING PERSONALLY AND FOR THE CUSTOMER:

Printed Name _____

Signature _____

Date _____

THIS AGREEMENT IS FOR THE RENTAL OF THE EQUIPMENT SHOWN ON THE OTHER SIDE OF THIS PAGE, INCLUDING ALL PARTS AND ACCESSORIES ("EQUIPMENT").

1. **TITLE:** Empire is and shall remain the owner of the Equipment. Customer will not acquire any equity or ownership interest in the Equipment by making rental payments or repairs. Customer will not place any liens on the Equipment and shall not allow third parties to encumber Empire's title. Rental Rates, in compliance with A.R.S. § 44-1709-41, include an amount sufficient to cover personal property tax due in connection with the Equipment.

2. **RENTAL PERIOD:** The period commencing on the delivery of the Equipment to Customer and ending upon its return to Empire's premises. No allowances made for Saturdays, Sundays, holidays, transit time or for any period Equipment is not in actual use.

3. **EXCESS USAGE CHARGE:** Rental rates are based upon maximum Equipment usage of: one shift of 8 hours per day; or upon 40 hours per week; or upon 160 hours per four weeks. If the Equipment is used longer during any specified period, rental for overtime will be charged as a set percentage of the rental rate.

4. **RECEIPT OF EQUIPMENT AND WAIVER OF DEFECTS:** Upon delivery, Customer acknowledges the Equipment to be in good, safe and serviceable condition, fit for its intended use, and accepts the Equipment "AS IS" regardless of defects, latent or otherwise.

5. **MACHINE MAINTENANCE AND REPAIRS:** Customer, at its own cost, shall keep the Equipment in good working order and shall maintain the Equipment as prescribed in the Manufacturer's Lube and Maintenance Guide. Customer is not authorized to incur any expense for the account of Empire.

6. **RETURN OF EQUIPMENT:** At the termination of this agreement or upon demand, Customer shall return all of the Equipment to Empire's premises during Empire's regular business hours. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Empire's regular business hours. If Empire has agreed to deliver or pick up the Equipment, Customer shall be responsible for all loss or damage to the Equipment from time of delivery until Empire actually picks up the Equipment.

7. **DAMAGED EQUIPMENT; REASONABLE WEAR AND TEAR:** If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Empire the reasonable cost of repair and shall also pay rental on the Equipment at the regular rental rate until repairs have been completed. Reasonable wear and tear shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift (eight hours per day, five days per week) basis. The following shall not be deemed reasonable wear and tear: damage resulting from lack of lubrication or failing to maintain necessary oil, water, and air pressure levels; damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual. Repairs to the Equipment shall be made to the reasonable satisfaction of Empire, and in a manner which will not adversely affect the operation or value of the Equipment, such as welding instead of replacing a part.

8. **TIRE REPAIR OR REPLACEMENT:** Repair and replacement of tires are not included in the rental rate. Upon return of Equipment, Customer agrees to pay a tire wear charge. Customer shall pay for any tire damage, regardless of the cause. All tires substituted by Customer shall become Empire's property.

9. **INSURANCE:**

A. **Liability Insurance:** During the term of this rental, Customer must maintain commercial general liability insurance covering its operations and covering Empire as an additional insured for a minimum of \$1 million.

B. **Auto/Truck:** For rental of trucks licensed for use on public highways, Customer shall maintain primary business auto liability insurance covering Empire as additional insured. Such insurance shall include coverage for hired and non-owned autos with minimum limits of \$1 million per occurrence. Customer agrees that any insurance carried by Empire is not intended to

cover Customer, Customer's employees or any person to whom Customer rents the Equipment or Trucks. The maximum amount of coverage available to a person or entity other than Empire required by law to be insured on Empire's policy will be the limit of insurance needed to comply with the minimum limits in the appropriate jurisdiction.

C. **Physical Damage Insurance:** Customer shall, during the term of this rental, keep the Equipment insured for full value through a company or companies acceptable to Empire. Customer agrees to pay for the Fire, Theft and Vandalism Protection until appropriate evidence of insurance is received by Empire. The physical damage insurance requirement shall not apply when Customer pays for the Fire, Theft and Vandalism Protection is not available for trucks licensed for use on public highways.

D. **Evidence of Insurance:** Customer must provide Empire with a certificate of insurance confirming:

1. Coverage applies to rented Equipment (and, if applicable, to rented trucks licensed for use on public highways);
2. Empire is named "additional insured" with respect to liability insurance and auto liability insurance, if applicable;
3. Empire is named "loss payee" with respect to physical damage insurance; and
4. Such insurance may not be canceled or materially modified without giving Empire at least 30 days written notice.

10. **FIRE, THEFT AND VANDALISM PROTECTION:** The Fire, Theft and Vandalism Protection ("FTVP") will provide some limited protection from accidental, direct physical loss or damage to rented/leased Equipment. The FTVP is available for up to \$1 million of off-highway construction Equipment per customer and will cover losses of up to \$500,000 per accident or occurrence. The FTVP is not insurance. It is not a substitute for insurance of any kind. The FTVP will not be in effect if Customer fails to pay the appropriate fees when due. The FTVP will not cover the following exclusions or causes of loss, which will remain the responsibility of Customer:

- A. The first \$5,000 of damage, or an amount equal to one month's rent, whichever is less. This deductible applies to each accident and to each separate piece of Equipment stolen or damaged.
- B. That portion exceeding \$500,000 of damage or loss to one or more pieces of Equipment from a single occurrence or accident.
- C. Damage caused by overloading or exceeding the rated capacity of the Equipment.
- D. Damage to motors or other electrical devices caused by a surge in electric current.
- E. Damage to tires and tubes caused by blowouts, bruises, cuts, road hazards, or other causes inherent in the use of the Equipment.
- F. Damage resulting from lack of lubrication or other normal servicing of Equipment.
- G. Wrongful conversion by Customer or through infidelity of Customer's employees or of persons to whom the Equipment is entrusted (carriers for hire excepted).
- H. Voluntarily parting with the Equipment by Customer or by others to whom the Equipment may be entrusted, except carriers for hire, if induced to do so by any fraudulent scheme, trick or false pretense.
- I. Loss or damage caused by use of the Equipment in violation of any of the terms of the rental agreement.
- J. Failure to file a police report following the theft, disappearance or vandalism of the Equipment.
- K. Damage caused by using straight gas in 2-cycle engines.

- L. Loss or damage caused by failure to keep the Equipment in a locked enclosure or otherwise secured when not in use.
- M. Loss or damage caused by intentional acts.
- N. Loss or damage that was, or should have been, expected due to an extraordinary application or use of the Equipment.
- O. Delay, loss of market, loss of use, loss of profit, business interruption or indirect or consequential damages of any kind.

11. **DISCLAIMER OF WARRANTIES AND LIABILITY:** Empire makes no warranties, expressed or implied, as to the Equipment's merchantability or fitness for any

particular purpose. Customer's sole remedy shall be the termination of the rental charges at the time of failure or discovery of defect, provided the Equipment is returned to Empire within 24 hours. Empire shall not be responsible for any loss, damage or injury, including lost profits, incidental, special or consequential damages, and, Customer shall indemnify and hold Empire harmless from all claims (including claims brought by third parties) arising out of the operation, possession, use, failure, maintenance or return of the Equipment, including Empire's legal costs incurred in defense of such claims.

12. **DEFAULT:** Customer is in default if (a) Customer fails to pay any installment of rent or other payment to Empire when due; (b) Customer fails to return the Equipment upon termination of the rental or upon demand; (c) Customer fails to perform or observe any condition of title or any other agreement with Empire; (d) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, files a petition in bankruptcy or consents to or acquiesces in the appointment of a trustee, receiver or liquidator of all or any substantial part of its assets or properties; (e) Customer abuses, neglects or attempts to remove, sell, transfer, encumber, part with possession of or sublease the Equipment or any item thereof; or (f) Empire in good faith deems itself insecure.

13. **REMEDIES; RETAKING OF EQUIPMENT:** Upon Customer's default, Empire reserves all rights and remedies available at law or under contract and may, at its option, demand that Customer immediately deliver the Equipment to Empire at Customer's expense. If the Equipment is not returned at the termination of the rental or for any reason it becomes necessary for Empire to retake the Equipment to protect it from loss or damage, Empire and its agents may, without notice or legal process, enter into any job, building or place where the Equipment may be and repossess same by using all force necessary to do so. In the event of default, Customer waives all rights to a prior judicial hearing, any further right to possession of the Equipment and all claims for injuries, damages or loss arising out of the repossession of the Equipment. Customer shall pay all costs and expenses incurred by Empire in retaking the Equipment.

14. **COMPLIANCE WITH LAWS AND REGULATIONS; HAZARDOUS MATERIALS:** Customer shall not abuse, harm or improperly operate the Equipment. Customer, at its sole expense, shall comply with all laws and regulations applying to the use, operation or possession of the Equipment. Customer warrants and represents that it shall return the Equipment free from all toxic, hazardous or regulated materials, as these terms may be defined in applicable federal, state and local regulations and laws. Customer shall indemnify and hold Empire harmless from any loss, claim or damage which may arise out of Customer's breach of these representations and warranties.

15. **ADDITIONAL CUSTOMER OBLIGATIONS:** Customer shall not sublet or assign this rental agreement. Customer shall at all times advise Empire of the exact location and condition of the Equipment and shall give Empire immediate notice of any lien or judicial process affecting the Equipment. Empire may enter any job, building or place to inspect the Equipment. Customer shall furnish Empire with a complete report of any accident involving the Equipment, including names and addresses of all witnesses and persons involved. Empire may assign its right to receive rent (or any of its other rights hereunder), and Customer, upon receiving notice, shall make payment to the assignee as directed.

16. **MISCELLANEOUS:** This document supercedes all previous oral or written communications and may be modified only by writings signed by both parties. If any portion of this agreement is unenforceable, the remainder shall continue in full force and effect. Counterpart, facsimile and photocopy signatures are binding upon the Customer.

17. **CONSENT TO JURISDICTION AND ENFORCEMENT:** Customer agrees that this agreement shall be construed under the laws of the state of Arizona and consents to the jurisdiction of the federal or state courts located in Maricopa County, Arizona. Customer shall participate in any judicial proceedings and agree that the decisions of the courts are binding and enforceable.

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GLENDALE AZ

BUTTERFIELD LANDFILL
40404 S. 99TH AVE

85301-3218

MOBILE, AZ

RENTAL DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	BY	SALESMAN	TERMS	PAGE
1/31/12	8000908	PENDING	50	E	UNA	2	1
AGREEMENT NUMBER	DOC DATE	PC	EC	MC	SHIP VIA		
A47131	1/25/12			10			
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	ID NUMBER		
AD	LITE TOWER	0069PRO212		29.0	EE11423		

CUSTOMER CONTACT: ERNIE RUIZ

PHONE: 623-640-1046
CURRENCY: USD

N00519 IS A GENERIC NUMBER FOR THE FUEL TANK
FUEL TANK NUMBER WILL BE ADDED LATER PRICING
WILL STAY THE SAME.

NOTWITHSTANDING THE TERMS ON THE REVERSE SIDE OF
THIS DOCUMENT, EMPIRE ACKNOWLEDGES THAT THE CITY
IS A SELF-INSURED ENTITY AND THAT ALL INSURANCE
REQUIREMENTS ARE SATISFIED BY THE CITY'S
SELF-INSURANCE RETENTION.

ITEM	QTY	RENTAL RATE	PERIOD
IDNO: EE11423 MODEL: LITE TOWER	1.0	900.00	4 WEEK
SERIAL NUMBER: 0069PRO212		300.00	WEEK
		100.00	DAY

DESC: LIGHTING
TIME OUT: 08:17 DATE OUT: 1/31/12 EXPECTED RETURN DATE: 2/29/12
METER OUT: 29.0

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Printed Name _____

Signature _____ Date _____

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 GLENDALE AZ

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 85301-3218
 MOBILE, AZ

RENTAL DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
1/31/12	8000908	PENDING	50	E	UNA	2	2
AGREEMENT NUMBER	DOC DATE	PC	CG	MG	SHIP VIA		
A47131	1/25/12			10			
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	ID NUMBER		
				.0			

ITEM IDNO: E107213 MODEL: 16' FLATBED QTY 1.0 RENTAL RATE 300.00 PERIOD 4 WEEK
 SERIAL NUMBER: IJ9DE2F23WF015366 100.00 WEEK
 .00 DAY
 DESC: TRAILER
 TIME OUT: 08:17 DATE OUT: 1/31/12 EXPECTED RETURN DATE: 2/29/12

ITEM IDNO: N00519 MODEL: ACCESSORY QTY 1.0 RENTAL RATE 792.00 PERIOD 4 WEEK
 SERIAL NUMBER: EE 264.00 WEEK
 88.00 DAY
 DESC: ELECTRICAL DISTRO
 TIME OUT: 08:17 DATE OUT: 1/31/12 EXPECTED RETURN DATE: 2/29/12
 METER OUT: 999.0

DEL/PKUP-OUTSIDE 1 500.00

TO CALL OFF YOUR RENTAL UNIT PLEASE EMAIL
 MARK LOGAN @ MLOGAN@EMPIRE-CAT.COM OR CALL
 602/333-5604.

PLEASE BE ADVISED THAT EMPIRE POWER SYSTEMS
 INVOICES ON A 28 DAY BILLING CYCLE.

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FIRE, THEFT AND VANDALISM PROTECTION: By initialing in the box below, customer agrees to accept and pay for the Fire, Theft and Vandalism Protection described on the back of this agreement.

NA Accept Decline

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THIS AGREEMENT IS FOR THE RENTAL OF THE EQUIPMENT SHOWN ON THE OTHER SIDE OF THIS PAGE, INCLUDING ALL PARTS AND ACCESSORIES ("EQUIPMENT").

1. **TITLE:** Empire is and shall remain the owner of the Equipment. Customer will not acquire any equity or ownership interest in the Equipment by making rental payments or repairs. Customer will not place any liens on the Equipment and shall not allow third parties to encumber Empire's title. Rental Rates, in compliance with A.R.S. § 44.1709.41, include an amount sufficient to cover personal property tax due in connection with the Equipment.

2. **RENTAL PERIOD:** The period commencing on the delivery of the Equipment to Customer and ending upon its return to Empire's premises. No allowances made for Saturdays, Sundays, holidays, transit time or for any period Equipment is not in actual use.

3. **EXCESS USAGE CHARGE:** Rental rates are based upon maximum Equipment usage of: one shift of 8 hours per day; or upon 40 hours per week; or upon 160 hours per four weeks. If the Equipment is used longer during any specified period, rental for overtime will be charged as a set percentage of the rental rate.

4. **RECEIPT OF EQUIPMENT AND WAIVER OF DEFECTS:** By accepting delivery, Customer acknowledges the Equipment to be in good, safe and serviceable condition, fit for its intended use, and accepts the Equipment "AS IS" regardless of defects, latent or otherwise.

5. **MACHINE MAINTENANCE AND REPAIRS:** Customer, at its own cost, shall keep the Equipment in good working order and shall maintain the Equipment as prescribed in the Manufacturer's Lube and Maintenance Guide. Customer is not authorized to incur any expense for the account of Empire.

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8. **TIRE REPAIR OR REPLACEMENT:** Repair and replacement of tires are not included in the rental rate. Upon return of Equipment, Customer agrees to pay a tire wear charge. Customer shall pay for any tire damage, regardless of the cause. All tires substituted by Customer shall become Empire's property.

9. **INSURANCE:**

A. **Liability Insurance:** During the term of this rental, Customer must maintain commercial general liability insurance covering its operations and covering Empire as an additional insured for a minimum of \$1 million.

B. **Auto/Trucks:** For rental of trucks licensed for use on public highways, Customer shall maintain primary business auto liability insurance covering Empire as additional insured. Such insurance shall include coverage for hired and non-owned autos with minimum limits of \$1 million per occurrence. Customer agrees that any insurance carried by Empire is not intended to

cover Customer, Customer's employees or any person to whom Customer may assign the Equipment or Trucks. The minimum amount of coverage available to a person or entity (other than Empire) required by law to be insured on Empire's policy will be the limit of insurance needed to comply with the minimum limits in the appropriate jurisdiction.

C. **Physical Damage Insurance:** Customer shall, during the term of this rental, keep the Equipment insured for full value through a company or companies acceptable to Empire. Customer agrees to pay for the Fire, Theft and Vandalism Protection until appropriate evidence of insurance is received by Empire. The physical damage insurance requirement shall not apply when Customer pays for the Fire, Theft and Vandalism Protection, but the Fire, Theft and Vandalism Protection is not available for trucks licensed for use on public highways.

D. **Evidence of Insurance:** Customer must provide Empire with a certificate of insurance confirming:

1. Coverage applies to rented Equipment (and, if applicable, to rented trucks licensed for use on public highways);
2. Empire is named "additional insured" with respect to liability insurance and auto liability insurance, if applicable;
3. Empire is named "loss payee" with respect to physical damage insurance; and
4. Such insurance may not be canceled or materially modified without giving Empire at least 30 days written notice.

10. **FIRE, THEFT AND VANDALISM PROTECTION:** The Fire, Theft and Vandalism Protection ("FTVP") will provide some limited protection from accidental, direct physical loss or damage to rented/leased Equipment. The FTVP is available for up to \$1 million of off-highway construction equipment per customer and will cover losses of up to \$500,000 per accident or occurrence. The FTVP is not insurance. It is not a substitute for insurance of any kind. The FTVP will not be in effect if Customer fails to pay the appropriate fees when due. The FTVP will not cover the following exclusions or causes of loss, which will remain the responsibility of Customer:

A. The first \$5,000 of damage, or an amount equal to one month's rent, whichever is less. This deductible applies to each accident and to each separate piece of Equipment stolen or damaged.

B. That portion exceeding \$500,000 of damage or loss to one or more pieces of Equipment from a single occurrence or accident.

C. Damage caused by overloading or exceeding the rated capacity of the Equipment.

D. Damage to motors or other electrical devices caused by a surge in electric current.

E. Damage to tires and tubes caused by blowouts, bruises, cuts, road hazards, or other causes inherent in the use of the Equipment.

F. Damage resulting from lack of lubrication or other normal servicing of Equipment.

G. Wrongful conversion by Customer or through infidelity of Customer's employees or of persons to whom the Equipment is entrusted (carriers for hire excepted).

H. Voluntarily parting with the Equipment by Customer or by others to whom the Equipment may be entrusted, except carriers for hire, if induced to do so by any fraudulent scheme, trick or false pretense.

I. Loss or damage caused by use of the Equipment in violation of any of the terms of the rental agreement.

J. Failure to file a police report following the theft, disappearance or vandalism of the Equipment.

K. Damage caused by using straight gas in 2-cycle engines.

L. Loss or damage caused by failure to keep the Equipment in a locked enclosure or otherwise secured when not in use.

M. Loss or damage caused by intentional acts.

N. Loss or damage that was, or should have been, expected due to an extraordinary application or use of the Equipment.

O. Delay, loss of market, loss of use, loss of profit, business interruption or indirect or consequential damages of any kind.

11. **DISCLAIMER OF WARRANTIES AND LIABILITY:** Empire makes no warranties, expressed or implied, as to the Equipment's merchantability or fitness for any

particular purpose. Customer's sole remedy shall be the termination of the rental charges at the time of failure or discovery of defect, provided the Equipment is returned to Empire within 24 hours. Empire shall not be responsible for any loss, damage or injury, including lost profits, incidental, special or consequential damages, and, Customer shall indemnify and hold Empire harmless from all claims (including claims brought by third parties) arising out of the operation, possession, use, failure, maintenance or return of the Equipment, including Empire's legal costs incurred in defense of such claims.

12. **DEFAULT:** Customer is in default if (a) Customer fails to pay any installment of rent or other payment to Empire when due; (b) Customer fails to return the Equipment upon termination of the rental or upon demand; (c) Customer fails to perform or observe any condition of this or any other agreement with Empire; (d) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, files a petition in bankruptcy or consents to or acquiesces in the appointment of a trustee, receiver or liquidator of all or any substantial part of its assets or properties; (e) Customer abuses, neglects or attempts to remove, sell, transfer, encumber, part with possession of or sublease the Equipment or any item thereof; or (f) Empire in good faith deems itself insecure.

13. **REMEDIES; RETAKING OF EQUIPMENT:** Upon Customer's default, Empire reserves all rights and remedies available at law or under contract and may, at its option, demand that Customer immediately deliver the Equipment to Empire at Customer's expense. If the Equipment is not returned at the termination of the rental or for any reason it becomes necessary for Empire to retake the Equipment to protect it from loss or damage, Empire and its agents may, without notice or legal process, enter into any job, building or place where the Equipment may be and repossess same by using all force necessary to do so. In the event of default, Customer waives all rights to a prior judicial hearing, any further right to possession of the Equipment and all claims for injuries, damages or loss arising out of the repossession of the Equipment. Customer shall pay all costs and expenses incurred by Empire in retaking the Equipment.

14. **COMPLIANCE WITH LAWS AND REGULATIONS; HAZARDOUS MATERIALS:** Customer shall not abuse, harm or improperly operate the Equipment. Customer, at its sole expense, shall comply with all laws and regulations applying to the use, operation or possession of the Equipment. Customer warrants and represents that it shall return the Equipment free from all toxic, hazardous or regulated materials, as those terms may be defined in applicable federal, state and local regulations and laws. Customer shall indemnify and hold Empire harmless from any loss, claim or damage which may arise out of Customer's breach of these representations and warranties.

15. **ADDITIONAL CUSTOMER OBLIGATIONS:** Customer shall not sublet or assign this rental agreement. Customer shall at all times advise Empire of the exact location and condition of the Equipment and shall give Empire immediate notice of any lien or judicial process affecting the Equipment. Empire may enter any job, building or place to inspect the Equipment. Customer shall furnish Empire with a complete report of any accident involving the Equipment, including names and addresses of all witnesses and persons involved. Empire may assign its right to receive rent (or any of its other rights hereunder), and Customer, upon receiving notice, shall make payment to the assignee as directed.

16. **MISCELLANEOUS:** This document supercedes all previous oral or written communications and may be modified only by writings signed by both parties. If any portion of this agreement is unenforceable, the remainder shall continue in full force and effect. Counterpart, facsimile and photocopy signatures are binding upon the Customer.

17. **CONSENT TO JURISDICTION AND ENFORCEMENT:** Customer agrees that this agreement shall be construed under the laws of the state of Arizona and consents to the jurisdiction of the federal or state courts located in Maricopa County, Arizona. Customer shall participate in any judicial proceedings and agrees that the decisions of the courts are binding and enforceable.

RESOLUTION NO. 4544 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF FIVE INTERGOVERNMENTAL AGREEMENTS WITH THE CITY OF PHOENIX FOR ACCEPTANCE OF PASS-THROUGH GRANT FUNDING FOR TRANSIT SERVICES.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the following Intergovernmental Agreements with the City of Phoenix for acceptance of pass-through grant funding for transit services be entered into, which agreements are now on file in the office of the City Clerk of the City of Glendale:

1. Grant No. AZ-37-X008 – JARC
Operating Assistance Route #70
\$200,000
2. Grant No. AZ-37-X014 – JARC
Operating Assistance Route
\$570,000
3. Grant No. AZ-57-X013 – New Freedom
Operating Assistance Route – Supplemental Taxi Coupon Program
\$10,250
4. Grant No. AZ-90-X109
Purchase Bus and Preventative Maintenance
\$526,365
5. Grant No. AZ-95-X009
Preventative Maintenance
\$38,152

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreements 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 _____, 2012.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

Business-Voting Agenda

02/14/2012

TO: Honorable Mayor and City Council
FROM: Ed Beasley, City Manager
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

**SUBJECT: INTERGOVERNMENTAL AGREEMENTS WITH THE
CITY OF PHOENIX FOR FEDERAL TRANSIT
ADMINISTRATION GRANT FUNDS**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into five intergovernmental agreements (IGAs) with the City of Phoenix for acceptance of Federal Transit Administration grant funds for transit services.

Background

The City of Glendale secured \$1,344,767 in federal transit grant funds. The City of Phoenix is the designated agent for all federal funds in this region, and these five IGAs with Phoenix will provide reimbursement towards capital and operating expenses, thereby reducing the cost to Glendale for transit services. The five grant awards are described as follows.

Federal grant AZ-90-X109 will be used for capital purchases and on-going maintenance. This grant will provide \$526,365 to fund the replacement of two Dial-A-Ride buses and transit vehicle maintenance expenses.

Federal Grant AZ-95-X009 will provide \$38,152 to fund vehicle maintenance expenses.

Federal grants AZ-37-X008 and AZ-37-X014 are two Job Access and Reverse Commute (JARC) grants that will provide \$770,000 for public transportation services to address the unique transportation challenges faced by low-income persons seeking to obtain and maintain employment. These grant funds will pay for a share of the existing Route 59 – 59th Avenue and Route 70 – Glendale Avenue transit services, thereby reducing the cost to the city.

Federal grant AZ-57-X013 is a New Freedom grant that will provide \$10,250 for a supplemental taxi service as transportation alternative for the elderly and persons with disabilities. The supplemental taxi service will accommodate paratransit riders travelling up to one mile outside Glendale city limits. This will help to reduce the number of paratransit service transfers between Glendale and adjacent cities.

Community Benefit

Transportation services and programs provide a benefit to Glendale residents and visitors. These grant funds will provide operating assistance and improvements that will promote the continuation of quality and reliable services.

Budget Impacts & Costs

The total cost for all projects associated with these grants is \$2,258,915. The grants will provide \$1,344,767 in federal funds towards these costs and will require a local match of \$914,148. The Regional Public Transportation Authority will provide \$70,251 towards the local match for the purchase of the vehicles. Glendale's portion of the remaining local match is \$843,897 and is available in the Transportation Services capital and operating budgets.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X		X		\$843,897

Account Name, Fund, Account and Line Item Number:

Dial-A-Ride, Account No. 1660-16530-532400, \$63,647
Fixed Route, Account No. 1660-16540-532400, \$780,250

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into five intergovernmental agreements with the City of Phoenix for acceptance of Federal Transit Administration grant funds for transit services.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 02/14/2012

TO: Ed Beasley, City Manager

FROM: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: INTERGOVERNMENTAL AGREEMENTS WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS

1. Resolution
2. Intergovernmental Agreement with the City of Phoenix for Grant No. AZ-37-X008 Pass Through Agreement
3. Intergovernmental Agreement with the City of Phoenix for Grant No. AZ-37-X014 Pass Through Agreement
4. Intergovernmental Agreement with the City of Phoenix for Grant No. AZ-57-X013 Pass Through Agreement
5. Intergovernmental Agreement with the City of Phoenix for Grant No. AZ-90-X109 Pass Through Agreement
6. Intergovernmental Agreement with the City of Phoenix for Grant No. AZ-95-X009 Pass Through Agreement

AGREEMENT NO. _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GLENDALE**

**(Grant Pass-through Agreement)
(Grant No. AZ-37-X008 - JARC)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and City of Glendale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, SUB-RECIPIENT has broad statutory and Charter authority to exercise all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (I)t (being) intended that (SUB-RECIPIENT) shall have and may exercise all powers which under the constitution of this state it would be competent for (SUB-RECIPIENT's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of OPERATING ASSISTANCE and same was awarded as Grant No. AZ-37-X008; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$200,000. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of May 31, 2011, i.e., the selection notification letter. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.

4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.

5. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage

prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Cathy Colbath
Transit Manager
City of Glendale
6210 W. Myrtle Ave., Suite S
Glendale, AZ 85301-1700
Telephone: (623) 930.3508
FAX: (623) 931.6960

If intended for PHOENIX:

Neal Young
Interim Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

6. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT the effective date is the date provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
David Cavazos, City Manager

By _____
Neal Young
Interim Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 03/16/2008.

CITY OF GLENDALE, ARIZONA
A Municipal Corporation

By _____

ATTEST:

APPROVED AS TO FORM:

City Clerk - GLENDALE

City Attorney for GLENDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for Glendale

801934v1

EXHIBIT "A"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-37-X008				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave., Suite S Glendale, AZ 85301-1700				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$400,000		
• Federal Share of TEPC:		\$200,000		
• Local Share/Match of TEPC:		\$200,000		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
30.09.01	Operating: Operating Assistance Route #70 (using \$200,000 of 2007 funds; \$170,000 of 2011 funds)	\$200,000	\$200,000	\$400,000

EXHIBIT "B"

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER	REQUEST NO.
REPORTING PERIOD (Dates)		
FROM:		
TO:		

	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

	<i>For PTD use only</i>
Date request received:	Approved for funds availability (signature/date)

EXHIBIT "C"

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<u>For JARC or New Freedom FTA Grants</u>		
Service Profile Information	Annually or as required by FTA	Evaluation of Grant Accomplishments
Data Collection Sheet	Annually or as required by FTA	Grant Performance Information

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT "C"

EXHIBIT "D"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

EXHIBIT "D," page 2

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2008 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Urban Mass Transportation Administration (UMTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide and EEP Program Plan.

EXHIBIT "E"

Partial List of Applicable Laws

- A. **Federal Codes.** SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

EXHIBIT "E," page 1

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex or

EXHIBIT "E," page 2

national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
 - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.
8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. § 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
 - 18 U.S.C. 1001
 - Section 5323(d) of 49 U.S.C. chapter 53
 - Section 5323(f) of 49 U.S.C. chapter 53
 - Section 5307(k) of 49 U.S.C. chapter 53
 - Section 5309(h) of 49 U.S.C. chapter 53
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
 - Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Part 600 et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

EXHIBIT "F"

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, the Transportation
Equity Act for the 21st Century, as amended,
the National Capital Transportation Act of 1969, as amended,
or other Federal laws that FTA administers.**

FTA MA(14)
October 1, 2007

<http://vwww.fta.dot.gov/documents/14-Master.pdf>

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EXHIBIT "G"

Required Local Provisions

1. **Transactional Conflicts of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. **Assignability; Successors and Assigns.** This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. **Employment and Organization Disclaimer.** This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. **Entire Agreement; Modification (No Oral Modification).** This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. **Invalidity of Any Provisions.** This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. CITY shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.
11. Sudan and Iran. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

AGREEMENT NO. _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GLENDALE**

**(Grant Pass-through Agreement)
(Grant No. AZ-37-X014 - JARC)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and City of Glendale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, SUB-RECIPIENT has broad statutory and Charter authority to exercise all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (I)t (being) intended that (SUB-RECIPIENT) shall have and may exercise all powers which under the constitution of this state it would be competent for (SUB-RECIPIENT's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of OPERATING ASSISTANCE and same was awarded as Grant No. AZ-37-X014; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$570,000. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.

2. **Exhibits and Incorporation by Reference.** Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

- Exhibit A Federal Grant Pass Through Agreement Detail Summary
- Exhibit B Federal Grant Reimbursement Form
- Exhibit C Required Reports
- Exhibit D Required Federal Provisions
- Exhibit E Partial List of Applicable Laws
- Exhibit F Master Grant Agreement, Table of Contents
- Exhibit G Required Local Provisions

3. **Sub-recipient Performance.** SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.

4. **Insurance.** SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.

5. **Notice.** Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage

prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Cathy Colbath
Transit Manager
City of Glendale
6210 W. Myrtle Ave., Suite S
Glendale, AZ 85301-1700
Telephone: (623) 930.3508
FAX: (623) 931.6960

If intended for PHOENIX:

Neal Young
Interim Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

6. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT the effective date is the date provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
David Cavazos, City Manager

By _____
Neal Young
Interim Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 7/6/2011.

CITY OF GLENDALE, ARIZONA
A Municipal Corporation

By _____

ATTEST:

APPROVED AS TO FORM:

City Clerk - GLENDALE

City Attorney for GLENDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for Glendale

801934v1

EXHIBIT "A"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-37-X014				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave., Suite S Glendale, AZ 85301-1700				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$1,140,000		
• Federal Share of TEPC:		\$570,000		
• Local Share/Match of TEPC:		\$570,000		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
30.09.01	Operating: Operating Assistance Route (using FY2011 funds)	\$400,000	\$400,000	\$800,000
30.09.01	Operating: Operating Assistance Route (using \$200,000 of 207 funds; \$170,000 of 2011 funds)	\$170,000	\$170,000	\$340,000

EXHIBIT "B"

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER	REQUEST NO.
REPORTING PERIOD (Dates)		
FROM:		TO:

	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES
 This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION
 We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

- Instructions**
1. Keep a copy of all documents submitted.
 2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

<i>For PTD use only</i>	
Date request received:	Approved for funds availability (signature/date)

EXHIBIT "C"

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<u>For JARC or New Freedom FTA Grants</u>		
Service Profile Information	Annually or as required by FTA	Evaluation of Grant Accomplishments
Data Collection Sheet	Annually or as required by FTA	Grant Performance Information

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT "C"

EXHIBIT "D"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

EXHIBIT "D," page 2

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2012 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Urban Mass Transportation Administration (UMTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide and EEP Program Plan.

EXHIBIT "E"

Partial List of Applicable Laws

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

EXHIBIT "E," page 1

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
 3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
 4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
 5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
 6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
 7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.
- B. **Compliance with FTA Regulations.** During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
 2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex or

EXHIBIT "E," page 2

national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
 - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.
8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. § 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
 - 18 U.S.C. 1001
 - Section 5323(d) of 49 U.S.C. chapter 53
 - Section 5323(f) of 49 U.S.C. chapter 53
 - Section 5307(k) of 49 U.S.C. chapter 53
 - Section 5309(h) of 49 U.S.C. chapter 53
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
 - Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Part 600 et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users,
as amended by the SAFETEA-LU Technical Corrections Act of 2008,
the Transportation Equity Act for the 21st Century, as amended,
the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment
Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers.**

**FTA MA(18)
October 1, 2011**

<http://www.fta.dot.gov/documents/18-Master.pdf>

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EXHIBIT "G"

Required Local Provisions

1. **Transactional Conflicts of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. **Assignability; Successors and Assigns.** This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. **Employment and Organization Disclaimer.** This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. **Entire Agreement; Modification (No Oral Modification).** This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. **Invalidity of Any Provisions.** This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. CITY shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.
11. Sudan and Iran. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

AGREEMENT NO. _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GLENDALE**

**(Grant Pass-through Agreement)
(Grant No. AZ-57-X013 – New Freedom)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as “PHOENIX”) and City of Glendale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as “SUB-RECIPIENT”).

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, SUB-RECIPIENT has broad statutory and Charter authority to exercise all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (l)t (being) intended that (SUB-RECIPIENT) shall have and may exercise all powers which under the constitution of this state it would be competent for (SUB-RECIPIENT's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of OPERATING ASSISTANCE and same was awarded as Grant No. AZ-57-X013; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$10,250. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.
5. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage

prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Cathy Colbath
Transit Manager
City of Glendale
6210 W. Myrtle Ave., Suite S
Glendale, AZ 85301-1700
Telephone: (623) 930.3508
FAX: (623) 931.6960

If intended for PHOENIX:

Neal Young
Interim Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

6. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT the effective date is the date provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
David Cavazos, City Manager

By _____
Neal Young
Interim Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 7/6/2011.

CITY OF GLENDALE, ARIZONA
A Municipal Corporation

By _____

ATTEST:

APPROVED AS TO FORM:

City Clerk - GLENDALE

City Attorney for GLENDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for Glendale

801934v1

EXHIBIT "A"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-57-X013				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave., Suite S Glendale, AZ 85301-1700				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$20,500		
• Federal Share of TEPC:		\$10,250		
• Local Share/Match of TEPC:		\$10,250		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
30.09.01	Operating: Operating Assistance Route – Supplemental Taxi Coupon Program (using FY2011 funds)	\$10,250	\$10,250	\$20,500

EXHIBIT "B"

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER	REQUEST NO.
REPORTING PERIOD (Dates)		
FROM:		TO:

	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
--	------

TYPED OR PRINTED NAME AND TITLE	TELEPHONE
---------------------------------	-----------

SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
--	------

TYPED OR PRINTED NAME AND TITLE	TELEPHONE
---------------------------------	-----------

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

<i>For PTD use only</i>	
Date request received:	Approved for funds availability (signature/date)

EXHIBIT "C"

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<u>For JARC or New Freedom FTA Grants</u>		
Service Profile Information	Annually or as required by FTA	Evaluation of Grant Accomplishments
Data Collection Sheet	Annually or as required by FTA	Grant Performance Information

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT "C"

EXHIBIT "D"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

EXHIBIT "D," page 2

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2012 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Urban Mass Transportation Administration (UMTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide and EEP Program Plan.

EXHIBIT "E"

Partial List of Applicable Laws

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

EXHIBIT "E," page 1

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
 3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
 4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
 5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
 6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
 7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.
- B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
 2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex or

EXHIBIT "E," page 2

national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
 - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.

8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. § 5333(b), otherwise known as 13(c).

9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:

18 U.S.C. 1001

Section 5323(d) of 49 U.S.C. chapter 53

Section 5323(f) of 49 U.S.C. chapter 53

Section 5307(k) of 49 U.S.C. chapter 53

Section 5309(h) of 49 U.S.C. chapter 53

Section 5301 of 49 U.S.C. chapter 53

Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.

Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Part 600 et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users,
as amended by the SAFETEA-LU Technical Corrections Act of 2008,
the Transportation Equity Act for the 21st Century, as amended,
the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment
Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers.**

**FTA MA(18)
October 1, 2011**

<http://www.fta.dot.gov/documents/18-Master.pdf>

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EXHIBIT "G"

Required Local Provisions

1. **Transactional Conflicts of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. **Assignability; Successors and Assigns.** This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. **Employment and Organization Disclaimer.** This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. **Entire Agreement; Modification (No Oral Modification).** This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. **Invalidity of Any Provisions.** This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. CITY shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.
11. Sudan and Iran. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

AGREEMENT NO. _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GLENDALE**

**(Grant Pass-through Agreement)
(Grant No. AZ-90-X109)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and City of Glendale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, SUB-RECIPIENT has broad statutory and Charter authority to exercise all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (I)t (being) intended that (SUB-RECIPIENT) shall have and may exercise all powers which under the constitution of this state it would be competent for (SUB-RECIPIENT's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of BUS PURCHASE AND PREVENTIVE MAINTENANCE and same was awarded as Grant No. AZ-90-X109; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$526,365. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.
5. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage

prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Cathy Colbath
Transit Manager
City of Glendale
6210 W. Myrtle Ave., Suite S
Glendale, AZ 85301-1700
Telephone: (623) 930.3508
FAX: (623) 931.6960

If intended for PHOENIX:

Neal Young
Interim Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

6. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT the effective date is the date provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
David Cavazos, City Manager

By _____
Neal Young
Interim Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 7/6/2011.

CITY OF GLENDALE, ARIZONA
A Municipal Corporation

By _____

ATTEST:

APPROVED AS TO FORM:

City Clerk - GLENDALE

City Attorney for GLENDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for Glendale

801934v1

EXHIBIT "A"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-90-X109				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave., Suite S Glendale, AZ 85301-1700				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$657,957		
• Federal Share of TEPC:		\$526,365		
• Local Share/Match of TEPC:		\$131,592		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.12.04	Purchase bus: <30 foot – 2 replace (dial-a-ride)	\$70,251	\$281,001	\$351,252
11.7A.00	Preventive Maintenance	\$61,341	\$245,364	\$306,705

EXHIBIT "B"

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER	REQUEST NO.
REPORTING PERIOD (Dates)		
FROM:		TO:
	TOTAL	LOCAL MATCH
		FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

<i>For PTD use only</i>	
Date request received:	Approved for funds availability (signature/date)

EXHIBIT "C"

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<u>For JARC or New Freedom FTA Grants</u>		
Service Profile Information	Annually or as required by FTA	Evaluation of Grant Accomplishments
Data Collection Sheet	Annually or as required by FTA	Grant Performance Information

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT "C"

EXHIBIT "D"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

EXHIBIT "D," page 2

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2012 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Urban Mass Transportation Administration (UMTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide and EEP Program Plan.

EXHIBIT "E"

Partial List of Applicable Laws

- A. **Federal Codes.** SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

EXHIBIT "E," page 1

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
 3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
 4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
 5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
 6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
 7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.
- B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
 2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex or

national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
 - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.
8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. § 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
 - 18 U.S.C. 1001
 - Section 5323(d) of 49 U.S.C. chapter 53
 - Section 5323(f) of 49 U.S.C. chapter 53
 - Section 5307(k) of 49 U.S.C. chapter 53
 - Section 5309(h) of 49 U.S.C. chapter 53
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
 - Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Part 600 et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users,
as amended by the SAFETEA-LU Technical Corrections Act of 2008,
the Transportation Equity Act for the 21st Century, as amended,
the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment
Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers.**

**FTA MA(18)
October 1, 2011**

<http://www.fta.dot.gov/documents/18-Master.pdf>

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EXHIBIT "G"

Required Local Provisions

1. **Transactional Conflicts of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. **Assignability; Successors and Assigns.** This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. **Employment and Organization Disclaimer.** This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. **Entire Agreement; Modification (No Oral Modification).** This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. **Invalidity of Any Provisions.** This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. CITY shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.
11. Sudan and Iran. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

AGREEMENT NO. _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GLENDALE**

**(Grant Pass-through Agreement)
(Grant No. AZ-95-X009)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and City of Glendale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, SUB-RECIPIENT has broad statutory and Charter authority to exercise all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (I)t (being) intended that (SUB-RECIPIENT) shall have and may exercise all powers which under the constitution of this state it would be competent for (SUB-RECIPIENT's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of PREVENTIVE MAINTENANCE and same was awarded as Grant No. AZ-95-X009; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$38,152. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.
5. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage

prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Cathy Colbath
Transit Manager
City of Glendale
6210 W. Myrtle Ave., Suite S
Glendale, AZ 85301-1700
Telephone: (623) 930.3508
FAX: (623) 931.6960

If intended for PHOENIX:

Neal Young
Interim Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

6. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT the effective date is the date provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
David Cavazos, City Manager

By _____
Neal Young
Interim Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 7/6/2011.

CITY OF GLENDALE, ARIZONA
A Municipal Corporation

By _____

ATTEST:

APPROVED AS TO FORM:

City Clerk - GLENDALE

City Attorney for GLENDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for Glendale

EXHIBIT "A"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-95-X009				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave., Suite S Glendale, AZ 85301-1700				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$40,458		
• Federal Share of TEPC:		\$38,152		
• Local Share/Match of TEPC:		\$2,306		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.7A.00	Preventive Maintenance – 2009 & 2011 STP funds	\$2,306	\$38,152	\$40,458

EXHIBIT "B"

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER	REQUEST NO.
REPORTING PERIOD (Dates)		
FROM:		TO:

	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
--	------

TYPED OR PRINTED NAME AND TITLE	TELEPHONE
---------------------------------	-----------

SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
--	------

TYPED OR PRINTED NAME AND TITLE	TELEPHONE
---------------------------------	-----------

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

<i>For PTD use only</i>	
Date request received: -	Approved for funds availability (signature/date)

EXHIBIT "C"

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<u>For JARC or New Freedom FTA Grants</u>		
Service Profile Information	Annually or as required by FTA	Evaluation of Grant Accomplishments
Data Collection Sheet	Annually or as required by FTA	Grant Performance Information

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT "C"

EXHIBIT "D"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

EXHIBIT "D," page 2

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2012 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Urban Mass Transportation Administration (UMTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide and EEP Program Plan.

EXHIBIT "E"

Partial List of Applicable Laws

- A. **Federal Codes.** SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

EXHIBIT "E," page 1

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
 3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
 4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
 5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
 6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
 7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.
- B. **Compliance with FTA Regulations.** During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:
1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
 2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex or

EXHIBIT "E," page 2

national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
 - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.
8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. § 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
 - 18 U.S.C. 1001
 - Section 5323(d) of 49 U.S.C. chapter 53
 - Section 5323(f) of 49 U.S.C. chapter 53
 - Section 5307(k) of 49 U.S.C. chapter 53
 - Section 5309(h) of 49 U.S.C. chapter 53
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
 - Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Part 600 et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users,
as amended by the SAFETEA-LU Technical Corrections Act of 2008,
the Transportation Equity Act for the 21st Century, as amended,
the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment
Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers.**

**FTA MA(18)
October 1, 2011**

<http://www.fta.dot.gov/documents/18-Master.pdf>

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EXHIBIT "G"

Required Local Provisions

1. **Transactional Conflicts of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. **Assignability; Successors and Assigns.** This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. **Employment and Organization Disclaimer.** This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. **Entire Agreement; Modification (No Oral Modification).** This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. **Invalidity of Any Provisions.** This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. CITY shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.
11. Sudan and Iran. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

RESOLUTION NO. 4545 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE BELL ROAD DYNAMIC MESSAGE SYSTEM (DMS) PROJECT IN THE CITY OF GLENDALE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement (Tracs No. SS829 01C) between the City of Glendale and Maricopa County be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF GLENDALE

Council Communication

Business-Voting Agenda

02/14/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: **INTERGOVERNMENTAL AGREEMENT FOR
INTELLIGENT TRANSPORTATION SYSTEMS
EQUIPMENT**

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Maricopa County Department of Transportation (MCDOT) for installation of intelligent transportation system (ITS) equipment along Bell Road.

Background

Transportation Services currently manages and operates an ITS on arterial roadways throughout the city. The system allows staff to remotely monitor and adjust traffic signal timing, observe traffic through closed circuit television (CCTV) cameras, and provide information to motorists through electronic dynamic message signs (DMS). In 2008, the city completed a project to establish communications to all the signals along Bell Road along with installation of cameras at key locations. Since then, additional cameras have been installed at other intersections along the corridor.

This joint project with MCDOT will install ITS equipment along Bell Road in the City of Glendale and in the county. Specifically, Glendale will receive two message signs for westbound traffic in advance of 59th and 75th Avenues, along with a CCTV camera at the intersection of 69th Avenue and Bell Road. The local match for this project will be split between the city and MCDOT.

Community Benefit

Deployment of ITS equipment will continue to allow staff to efficiently manage traffic. Bell Road is the heaviest traveled arterial street in the city and the DMS will provide motorists approaching the Arrowhead Towne Center area with advance information on traffic conditions.

Budget Impacts & Costs

The total cost of this project is anticipated to be \$500,000. Federal Congestion Mitigation and Air Quality funds in the amount of \$382,200 are available for this project which requires a local match of \$117,800. MCDOT will provide approximately \$38,874 towards the local match. Glendale's portion of the remaining local match is \$78,926 and is available in the FY 2011-12 capital improvement plan. Ongoing operating and maintenance costs will be absorbed by the Intelligent Transportation Systems operating budget.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$78,926

Account Name, Fund, Account and Line Item Number:

Smart Traffic Signals, Account No. 2210-65005-550800, \$78,926

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the Maricopa County Department of Transportation for installation of ITS equipment along Bell Road.



Ed Beasley
City Manager



Attachment Memorandum

DATE: 02/14/2012

TO: Ed Beasley, City Manager

FROM: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR INTELLIGENT
TRANSPORTATION SYSTEMS EQUIPMENT

1. Resolution
2. Intergovernmental Agreement

(Leave approximately 2" at the top of the document for the County Recorder's Office)

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF GLENDALE
FOR THE BELL ROAD DYNAMIC MESSAGE SYSTEM (DMS) PROJECT:
HIGHWAY 303 to 75th AVENUE

(TT288)

MAG #: MMA11-723

CFDA #: 20.205

FEDERAL AID #: CM-MMA-0(213)A

TRACS #: SS829 01C

(C-91-11- _____ -2-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona, (**County**), and the City of Glendale, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. Arizona Revised Statutes (**A.R.S.**) §§ 11-251 and 28-6701 *et seq.* authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. § 11-951 *et seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. §9-240 and §§ 9-276 *et seq.* authorize the City to layout and establish, regulate, and improve streets within the City.

BACKGROUND

4. The City of Glendale and the Maricopa County Department of Transportation (MCDOT) are members of the regional traffic management and traveler information system known as AZTech™. Led by MCDOT, AZTech™ develops and supports traffic management projects along many of the Valley's heavily traveled roadways.
5. Associated with the AZTech™ Program, this project is part of an ongoing joint effort by MCDOT, the City of Glendale, the City of Surprise and the City of Peoria to provide for the efficient management of traffic on Bell Road.
6. Dynamic Message Signs (DMS) provide important roadway congestion notices for motorists and provide real time advance notification of traffic incidents or road construction plans and events.
7. In association with the AZTech™ Program, this project covers West Bell Road from 114th Avenue to 53rd Avenue in unincorporated Maricopa County and in the City of Glendale. The project includes construction of three DMS sites and installation of two traffic management cameras. The two DMS sites in the City of Glendale are located in the vicinity of 69th Avenue and 55th Avenue and one DMS site in unincorporated Maricopa County is located in the vicinity of 114th Avenue (**Project**).
8. The estimated construction cost is \$500,000 with federal funds of \$382,200 and a local match of \$117,800. The local match portion is composed of Glendale transportation sales tax monies. However, no local match will be required if the total project cost does not exceed \$382,000.

PURPOSE OF THE AGREEMENT

9. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the cost sharing, design, construction and construction management, and future ownership and maintenance of the Project.

TERMS OF THE AGREEMENT

10. This Agreement is contingent upon the City's compliance with the Single Audit Act of 1984 and the availability of federal funds through the Maricopa Association of Governments Transportation Improvements Program (MAG TIP):
 - 10.1 CFDA #: 20.205
 - 10.2 Funding Source: Federal Highway Administration (FHWA)
 - i. 70% (\$382,200) Federal Funds - CMAQ (Congestion Mitigation and Air Quality)
 - ii. 30% (\$117,800) Local Funds
 - 10.3 Contract Number: CM-MMA-0(213)A
 - 10.4 Contract Period: FY 2012

- 10.5 Grant Amount: \$382,200
- 10.6 Contact Information:
 - i. Name: Faisal Saleem
 - ii. Agency: Maricopa County DOT
 - iii. Phone: 602-506-1241
 - iv. Email: FaisalSaleem@mail.maricopa.gov

11. Responsibilities of the County:

- 11.1 The County shall provide the design and construction documents for the Project to the city for review.
- 11.2 The County shall request from the City any necessary right-of-way, utility and environmental clearance background information.
- 11.3 The County shall apply for no-cost permits for Project work within the City boundaries.
- 11.4 The County shall install two DMS signs and one traffic management camera and connect the equipment to the existing City backbone traffic management fiber optic line.
- 11.5 The County shall be the lead on all construction and construction management.
- 11.6 The County shall contribute one-third of the local match requirement of the construction costs.
- 11.7 Upon completion of construction, the County shall invoice the City for two-thirds of the local match requirement of the construction costs of the Project.
- 11.8 The County shall turn over ownership and maintenance to the City of the two DMS signs and one traffic management camera upon completion of the Project.
- 11.9 The County shall amend the Bell Road Operations Plan to support the integrated operations of the installed DMS and Camera equipment.

12. Responsibilities of the City:

- 12.1 The City shall allow the County to connect into the backbone traffic management fiber optic line for the installation of the DMS signs.
- 12.2 The City shall provide the County any necessary right-of-way, utility and environmental clearance background information.
- 12.3 The City shall contribute two-thirds of the local match requirement of the construction cost within thirty (30) days of receiving the invoice from the County.

- 12.4 The City shall review all design and installation documents provided by the County and provide comments to the County within thirty (30) days after receiving documents for review from the County.
- 12.5 The City shall issue the County no-cost permits for Project work within the City boundaries.
- 12.6 The City shall assume ownership and maintenance of the two DMS signs and one traffic management camera upon completion of the Project.
- 12.7 The City shall provide a project manager or project contact person during the actual installation phase of the project to assist with proper oversight and inspection.

GENERAL TERMS AND CONDITIONS

13. By entering into this Agreement, the Parties agree that, to the extent permitted by law, each Party will indemnify and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
14. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and may be recorded with the Maricopa County Recorder, and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
15. This Agreement shall be subject to the provisions of A.R.S. §38-511.
16. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 16.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with

A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

- 16.2 That any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 16.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
- 16.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
17. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.
18. Each Party in this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement are suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
19. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
20. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
21. This Agreement shall not be modified or extended except by written instrument adopted under the requirements for adopting a new agreement.
22. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
23. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Glendale City Council in such fiscal year.
24. This Agreement has been arrived at by negotiation and shall not be construed against any Party or against the Party who prepared the last draft.
25. Unless otherwise lawfully terminated by the Parties, this Agreement expires upon completion and acceptance of the Project and fulfillment of all terms of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

CITY OF GLENDALE

Recommended by:

Recommended by:



John B. Hauskins, P.E. 2-1-2012 Date
Transportation Director

Date

Approved and Accepted by:

Approved and Accepted by:

Max Wilson, Chairman Date
Board of Supervisors

Date

Attest by:

Attest by:

Clerk of the Board Date

City Clerk Date

APPROVAL OF DEPUTY COUNTY ATTORNEY AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.

Attorney for BOS Date

City Attorney Date