

City of Glendale Council Meeting Agenda

April 22, 2014 – 6:00 p.m.

Welcome!

We are glad you have chosen to attend this 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. Policy is set by the elected Council and administered by the Council-appointed City Manager. The 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).

Voting Meetings and Workshop Sessions

Voting meetings are held for Council to take official action. These meetings are held on the second and fourth Tuesday of each month at 6:00 p.m. in the Council Chambers of the Glendale Municipal Office Complex, 5850 West Glendale Avenue. **Workshop sessions** provide Council with an opportunity to hear presentations by staff on topics that may come before Council for official action. These meetings are generally held on the first and third Tuesday of each month at 1:30 p.m. in Room B3 of the Glendale Municipal Office complex.

Special voting meetings and workshop sessions are called for and held as needed.

Executive Sessions

Council may convene to an executive session to receive legal advice, discuss land acquisitions, personnel issues, and appointments to boards and commissions. Executive sessions will be held in Room B3 of the Council Chambers. As provided by state statute, executive sessions are closed to the public.

Regular City Council meetings are telecast live. 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.

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 the City Council Office at (623)930-2249



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 administador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.

Councilmembers

Cactus District – Ian Hugh
Cholla District – Manuel D. Martinez
Ocotillo District – Norma S. Alvarez
Sahuaro District – Gary D. Sherwood
Yucca District – Samuel U. Chavira



MAYOR JERRY P. WEIERS

Vice Mayor Yvonne J. Knaack – Barrel District

Appointed City Staff

Brenda S. Fischer – City Manager
Michael D. Bailey – City Attorney
Pamela Hanna – City Clerk
Elizabeth Finn – City Judge

Meeting Agendas

Generally, paper copies of Council agendas may be obtained after 4:00 p.m. on the Friday before a Council meeting from the City Clerk Department inside Glendale City Hall. Additionally, the agenda and all supporting documents are posted to the city's website, www.glendaleaz.com

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

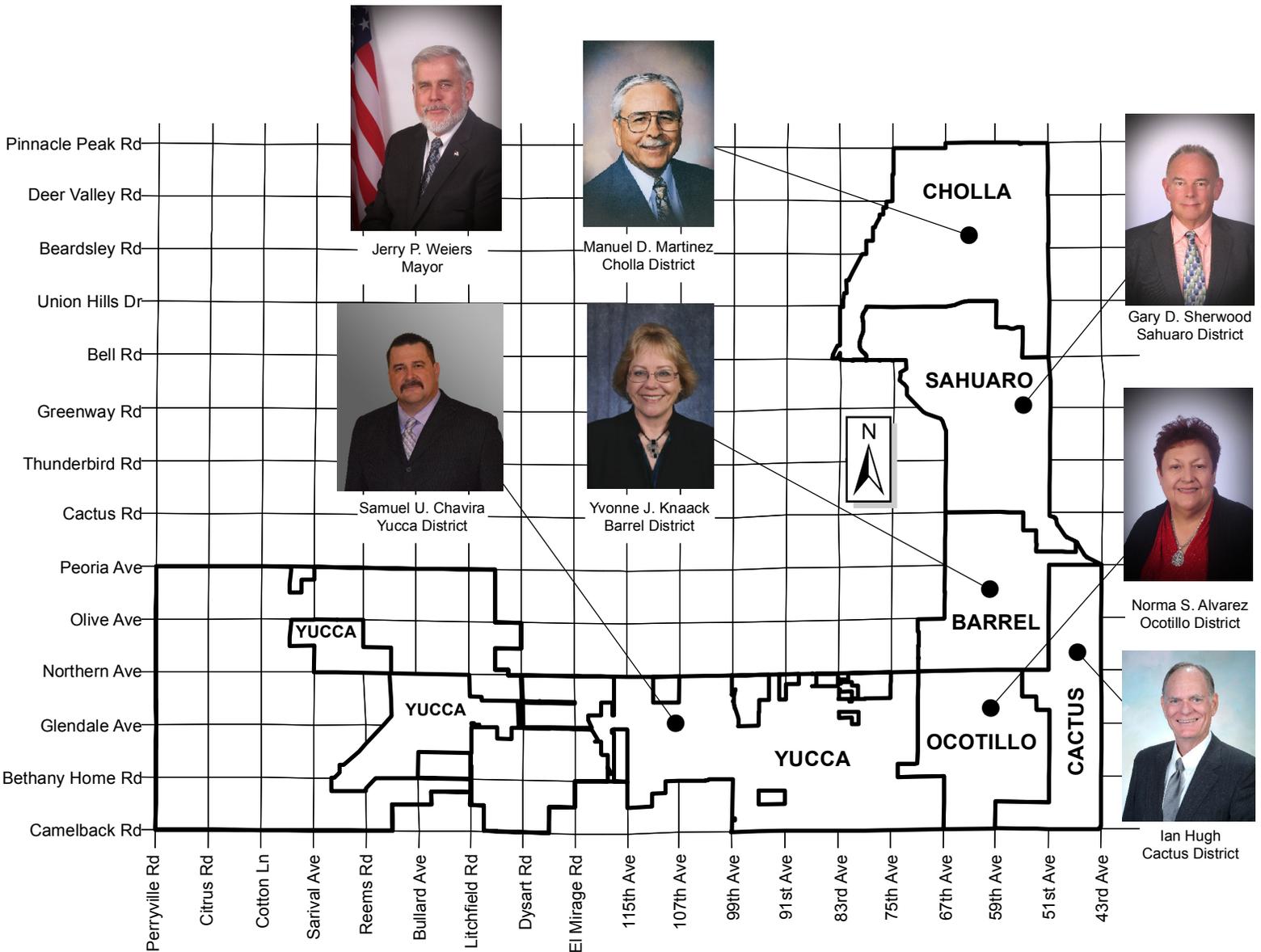
Voting Meeting - The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card. Public hearings are also held on certain agenda items. If you wish to speak on a particular item listed on the agenda, please fill out a gold Public Hearing Speakers Card. Your name will be called when the Public Hearing on the item has been opened or Citizen Comments portion of the agenda is reached. **Workshop Sessions** - There is no Citizen Comments portion on the workshop agenda.

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.

Regular Workshop meetings are telecast live. Repeat broadcasts are telecast the first and third week of the month – Wednesday at 3:00 p.m., Thursday at 1:00 p.m., Friday at 8:30 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 2:00 p.m. on Glendale Channel 11.



Council District Boundaries





**GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
April 22, 2014
6:00 p.m.**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

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

APPROVAL OF THE MINUTES OF April 8, 2014

BOARDS, COMMISSIONS AND OTHER BODIES

**APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES
PRESENTED BY: Councilmember Manuel D. Martinez**

PROCLAMATIONS AND AWARDS

PROCLAIM APRIL 2014 AS ENVIRONMENTAL AWARENESS MONTH

PRESENTED BY: Office of the Mayor

**ACCEPTED BY: Deborah Coy, Recycling Coordinator, City of Glendale
Mike Gregory, Parks and Recreation Manager, City of Glendale
Tiffany Nangle, Conservation Specialist, City of Glendale
Megan Sheldon, Environmental Program Manager, City of Glendale**

PROCLAIM MAY 2014 AS PRESERVATION MONTH

PRESENTED BY: Office of the Mayor

ACCEPTED BY: Ms. Marlowe Myers Garay, Chair, Glendale Historic Preservation Commission

RECOGNITION OF COMMUNITY SERVICE FOR RANDY MILLER

PRESENTED BY: Office of the Mayor

CONSENT AGENDA

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

1. APPROVE SPECIAL EVENT LIQUOR LICENSE, CHOIR BOYS SOCIAL CLUB

PRESENTED BY: Susan Matousek, Revenue Administrator

2. APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS -ST. HELEN 11738

PRESENTED BY: Susan Matousek, Revenue Administrator

3. APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS -ST. JOSEPH 2126

PRESENTED BY: Susan Matousek, Revenue Administrator

4. APPROVE LIQUOR LICENSE NO. 3-732, FRY'S MARKETPLACE #625

PRESENTED BY: Susan Matousek, Revenue Administrator

5. APPROVE LIQUOR LICENSE NO. 5-13190, SMASHBURGER #1395

PRESENTED BY: Susan Matousek, Revenue Administrator

6. AUTHORIZATION TO APPROVE SOFTWARE MAINTENANCE AND SUPPORT WITH N. HARRIS COMPUTER CORPORATION

PRESENTED BY: Tom Duensing, Executive Director, Financial Services

7. AUTHORIZATION TO APPROVE SOFTWARE MAINTENANCE AND SUPPORT WITH SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER CORPORATION

PRESENTED BY: Tom Duensing, Executive Director, Financial Services

CONSENT RESOLUTIONS

8. ADOPT A RESOLUTION TO CALL 2014 ELECTIONS

PRESENTED BY: Pamela Hanna, City Clerk

RESOLUTION: 4786

9. AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION FOR PREVENTION AND SUPPRESSION OF WILDLAND FIRES

PRESENTED BY: Mark Burdick, Fire Chief

RESOLUTION: 4787

10. AUTHORIZATION TO ACCEPT A GRANT FROM THE ARIZONA SPORTS AND TOURISM AUTHORITY TO FUND RENOVATION WITHIN THUNDERBIRD CONSERVATION PARK
PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation & Library Services
RESOLUTION: 4788

11. AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE BELL ROAD ADAPTIVE TRAFFIC SIGNAL CONTROL TECHNOLOGY DEPLOYMENT PROJECT
PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4789

BIDS AND CONTRACTS

12. AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WILSON ENGINEERS, LLC FOR THE DEER VALLEY ROAD WATERLINE IMPROVEMENTS PROJECT
PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

13. AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR INTERNET SERVICES WITH COX ARIZONA TELCOM, LLC
PRESENTED BY: Chuck Murphy, Executive Director, Technology and Innovation

ORDINANCES

14. ADOPT AN ORDINANCE TO ABANDON AN ACCESS EASEMENT AND ACCEPT A NEW ACCESS EASEMENT AT THE CITY OF GLENDALE OWNED 83RD AVENUE SEWER LIFT STATION
PRESENTED BY: Stuart Kent, Executive Director, Public Works
ORDINANCE: 2887

RESOLUTIONS

15. ADOPT A RESOLUTION AUTHORIZING A TEMPORARY PARKING AGREEMENT WITH THE NEW WESTGATE, LLC FOR THE USE OF WESTGATE FINAL PLAT, LOT 5; AND A LIMITED WAIVER OF THE CITY'S RESCISSION RIGHTS PERTAINING TO WESTGATE FINAL PLAT, LOT 4
PRESENTED BY: Brian Friedman, Executive Director, Community & Economic Development
Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4790

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for

the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.

COUNCIL COMMENTS AND SUGGESTIONS

CALL TO ENTER INTO AN EXECUTIVE SESSION

1. LEGAL MATTERS

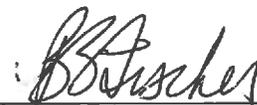
- A. The City Council will meet with the City Attorney for legal advice, discussion and consultation regarding the city's position in pending or contemplated litigation, including settlement discussions conducted in order to avoid or resolve litigation. (A.R.S. § 38-431.03(A)(3)(4))
- B. The City Council will meet with the City Attorney and City Manager to receive legal advice, consider its position and provide instruction and direction to the City Attorney and City Manager regarding the City's position in connection with the property at or near 91st and Northern Avenues. (A.R.S. § 38-431.03(A)(3)(4))

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)).

Items Respectfully Submitted,



Brenda S. Fischer, ICMA-CM
City Manager



**GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
April 8, 2014
6:00 p.m.**

The meeting was called to order by Mayor Jerry P. Weiers. Vice Mayor Yvonne J. Knaack and the following Councilmembers were present: Norma S. Alvarez, Samuel U. Chavira, Ian Hugh, Manuel D. Martinez and Gary D. Sherwood.

Also present were Brenda Fischer, City Manager; Julie Frisoni, Assistant City Manager; Jennifer Campbell, Assistant City Manager; Michael Bailey, City Attorney; and Pamela Hanna, City Clerk.

Mayor Weiers called for the Pledge of Allegiance.

The prayer/invocation was given by Pastor Ron Garrett from Valley Pentecostal Church.

Compliance with Article VII, Section 6(c) of the Glendale Charter

A statement was filed by the City Clerk that the 3 resolutions and 3 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 March, 25, 2014 City Council Meeting

It was moved by Councilmember Sherwood, and seconded by Councilmember Chavira, to dispense with the reading of the minutes of the March 25, 2014 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried unanimously.

PROCLAMATIONS AND AWARDS

PROCLAIM APRIL 13 – 19, 2014 AS NATIONAL LIBRARY WEEK

PRESENTED BY: Office of the Mayor

ACCEPTED BY: Ms. Karen Aborne, Library Advisor, and members of the Library Advisory Board

This is a request for City Council to proclaim April 13 through April 19 as National Library Week in the City of Glendale and present the proclamation to Library Advisory Board Chair, Karen Aborne, and Library Advisory Board Members.

Mayor Weiers read and presented the proclamation to Ms. Aborne and the members of the Library Advisory Board.

PRESENTATION OF AGE-FRIENDLY COMMUNITY AWARD

PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation and Library Services

ACCEPTED BY: Mayor and Council

On March 27, 2014, the City of Glendale received the first-ever Maricopa Association of Governments (MAG) "Age-Friendly Community Award" at the "All Ages, One Region" conference at the Glendale Civic Center. This is a request by staff to present the award to the City Council.

Mr. Strunk presented the award to Mayor Weiers and the City Council.

CONSENT AGENDA

Ms. Brenda Fischer, City Manager, read agenda item numbers 1 through 7.

Councilmember Chavira asked to hear item number 1 separately.

2. AUTHORIZATION FOR CITY MANAGER TO RECLASSIFY EXISTING POSITIONS WITHIN THE ORGANIZATION

PRESENTED BY: Jim Brown, Executive Director, Human Resources and Risk Management

This is a request for the City Council to authorize the City Manager to reclassify existing positions within the organization that have experienced a change in duties and/or responsibilities and to authorize a transfer one of those positions between departments.

3. RATIFICATION OF EXPENDITURE OF FUNDS TO SHANNON S. MARTIN COMPANY, INC. FOR CUSTODIAL SERVICES FOR OUTDOOR PARK RESTROOMS

PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation and Library Services

This is the first of three items on the agenda this evening related to a new contract for custodial services at several Parks, Recreation and Library Services Department (PRLS) facilities. Specifically, this item is a request for City Council to ratify the expenditure of funds in the amount not to exceed \$58,850 to the Shannon S. Martin Company, Inc. for custodial services provided in fiscal year (FY) 2013-14 for 21 outdoor park restrooms.

4. RATIFICATION OF EXPENDITURE OF FUNDS TO UNITED MAINTENANCE COMPANY, INC. FOR CUSTODIAL SERVICES AT THE FOOTHILLS RECREATION AND AQUATICS CENTER

PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation and Library Services

This is the second of three items on the agenda this evening related to a new contract for custodial services at several Parks, Recreation and Library Services Department (PRLS) facilities. Specifically, this is a request for City Council to ratify the expenditure of funds in the amount not to exceed \$55,650 to United Maintenance Company, Inc. for custodial services provided in fiscal year (FY) 2013-14 at the Foothills Recreation and Aquatics Center.

5. AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM CHAPMAN FORD
PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to authorize the cooperative purchase of two vehicles from Chapman Ford from a State of Arizona cooperative purchasing agreement in a total amount not to exceed \$63,948 for the City of Glendale fleet.

6. AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM SANDERSON FORD
PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to authorize the cooperative purchase of six vehicles from Sanderson Ford from a State of Arizona cooperative purchasing agreement in a total amount not to exceed \$148,365.

7. AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM COURTESY CHEVROLET
PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to authorize the cooperative purchase of four vehicles from Courtesy Chevrolet from a State of Arizona cooperative purchasing agreement in a total amount not to exceed \$89,326 for the City of Glendale fleet.

It was moved by Vice Mayor Knaack and seconded by Councilmember Martinez, to approve the recommended actions on Consent Agenda Item Numbers 2 through 7. The motion carried unanimously.

1. APPROVE LIQUOR LICENSE NO. 5-13012, PRO'S RANCH MARKET PHOENIX 4
PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a new, non-transferable series 10 (Liquor Store - Beer and Wine) license with sampling privileges for Pro's Ranch Market Phoenix 4 located at 6730 West Camelback Road. The Arizona Department of Liquor Licenses and Control application (No. 10076496 S) was submitted by Andrea D. Lewkowitz.

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

Ms. Matousek is currently operating with a temporary permit, so approval of this permit will not increase the number of liquor licenses in the area. When an application is received, it is

reviewed by the Community and Economic Development, Police and Fire departments. No protests were received during the 20 day posting period.

Councilmember Chavira asked for confirmation that no complaints were received on this.

Ms. Matousek said no protests were received during the 20 day posting period.

It was moved by Vice Mayor Knaack and seconded by Councilmember Hugh to forward Liquor License Application No. 5-13012 for PRO's Ranch Market Phoenix 4 to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

CONSENT RESOLUTIONS

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item number 8 number and title.

8. RENEWAL OF A LICENSE AGREEMENT WITH COX COMMUNICATIONS ARIZONA, LLC TO OPERATE A CABLE AND FIBER-BASED COMMUNICATIONS NETWORK WITHIN PUBLIC RIGHT-OF-WAY

PRESENTED BY: Stuart Kent, Executive Director, Public Works

RESOLUTION: 4784

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute a license agreement between the City of Glendale and Cox Communications Arizona, LLC (Cox) to operate a cable and fiber-based communication network within public right-of-way and provide service throughout the community.

RESOLUTION NO. 4784 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE RENEWAL OF A CABLE TELEVISION LICENSE AGREEMENT WITH COX COMMUNICATIONS ARIZONA, LLC.

It was moved by Councilmember Martinez and seconded by Councilmember Hugh, to approve the recommended action on Consent Agenda Item Number 8, including the approval and adoption of Resolution No. 4784 New Series; the motion carried unanimously.

PUBLIC HEARING – DEVELOPMENT IMPACT FEES

9. REQUEST TO HOLD A PUBLIC HEARING ON THE PROPOSED DEVELOPMENT IMPACT FEES FOR THE CITY OF GLENDALE (PUBLIC HEARING REQUIRED)

PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to hold a public hearing on the proposed development impact fees for the City of Glendale.

Following the public hearing, city staff will complete the final development impact fee schedule and the amendments to City Code, Chapter 28, Article VI - Development Impact Fees that will be presented for adoption at the May 13, 2014 voting meeting of the Glendale City Council, with an effective date of July 31, 2014.

Mayor Weiers opened the public hearing on Agenda Item No. 9. As there were no comments, Mayor Weiers closed the public hearing.

PUBLIC HEARING – LAND DEVELOPMENT ACTIONS

10. GENERAL PLAN AMENDMENT GPA13-02 (RESOLUTION) AND REZONING APPLICATION ZON13-03 (ORDINANCE): EMERALD POINT PAD – 6751 NORTH 99TH AVENUE (PUBLIC HEARING REQUIRED) (Continued from March 25, 2014 voting meeting)
PRESENTED BY: Jon M. Froke, AICP, Planning Director
RESOLUTION: 4782
ORDINANCE: 2882

These are requests by Earl, Curley and Lagarde P.C. representing Emrland LLLP for City Council to approve a General Plan Amendment and a Rezoning Application on 33 acres. The request is to amend the general plan land use map from Planned Commercial (PC) and BP (Business Park) to CCC (Corporate Commerce Center) and to rezone the site from A-1 (Agricultural) to PAD (Planned Area Development) zoning district. The property is located at the southwest corner of the Loop 101 and Glendale Avenue.

Staff is requesting Council conduct a public hearing, waive reading beyond the titles, and adopt a resolution for GPA13-02 and approve an ordinance for ZON13-03, subject to the stipulations as recommended by the Planning Commission.

Mr. Froke explained the general plan and zoning change in detail. He said the change would offer a mixed use development for business and housing development. He provided additional context with a map. He discussed the applicant's conceptual site plan of the area. He said the Planning Commission voted to approve both amendments.

Mayor Weiers opened the public hearing on Agenda Item No. 10. As there were no comments, Mayor Weiers closed the public hearing.

RESOLUTION NO. 4782 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA13-02 FOR PROPERTY LOCATED AT 6751 NORTH 99TH AVENUE.

It was moved by Councilmember Chavira, and seconded by Councilmember Hugh, to pass, adopt and approve Resolution No. 4782 New Series. The motion carried unanimously.

ORDINANCE NO. 2882 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING, AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY FROM A-1 (AGRICULTURAL) TO PAD (PLANNED AREA DEVELOPMENT); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

It was moved by Councilmember Chavira, and seconded by Vice Mayor Knaack, to approve Ordinance No. 2882 New Series. Motion carried on a roll call vote, with the following Councilmembers voting “aye”: Alvarez, Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting “nay”: none.

11. GENERAL PLAN AMENDMENT GPA13-04 (RESOLUTION) AND REZONING APPLICATION ZON13-07 (ORDINANCE): ASPERA PAD – 20250 NORTH 75TH AVENUE (PUBLIC HEARING REQUIRED)

PRESENTED BY: Jon M. Froke, AICP, Planning Director

RESOLUTION: 4785

ORDINANCE: 2885

These requests are by Burch & Cracchiolo, P.A. representing Cardon Development Group for City Council to approve a General Plan Amendment and a Rezoning Application on 76.11 acres. The request is to amend the General Plan Land Use Map from Low Density Residential (1-2.5 dwelling units per acre), Office, Public Facility, and Parks and Open Space to Medium High Density Residential, High Density Residential, Planned Commercial, Office, and Public Facility and to rezone from A-1 (Agricultural), R1-6 (Single Residence), and PAD (Planned Area Development) to PAD.

The applicant intends to develop a mixed use project titled “Aspera” that will include supervisory care, professional and medical office, commercial, multi-family residential, and public facility land uses. The property is located at the northwest corner of the Loop 101 and 75th Avenue. Cardon Development Group purchased the site from the Community Church of Joy in 2013. The church deemed the land as not needed for their campus.

Staff is requesting Council conduct a public hearing, waive reading beyond the titles, and adopt a resolution for GPA13-04 and approve an ordinance for ZON13-07, subject to the stipulations as recommended by the Planning Commission, along with some slight modifications as requested by the neighborhood and the applicant.

Stipulation No. 8, acted on by the Commission, can be deleted as the applicant revised the PAD booklet to accommodate requested changes to the Comprehensive Sign Plan. This stipulation has not been included in the Ordinance and the remaining stipulations have been renumbered.

Mr. Froke provided some detailed maps to show the area and how it would look upon approval, which included housing, retail and offices. He also discussed some street improvements that would be made during this project as well. He said there is a traffic issue right now on 75th Avenue and they are trying to address that. Street improvements would improve the traffic flow, including a continuous third southbound lane on 75th Avenue

between Aspera Boulevard and Beardsley Road. 78th Avenue will be a newly constructed street which will provide further vehicular access. He said staff's recommendation would be to approve this project.

Mayor Weiers opened the public hearing on Agenda Item No. 11.

Ed Bull, representing Cardon Development Group, concurred with both recommendations for approval and agreed with the fourteen stipulations. He explained the various parcels and how the land was to be developed. He said he worked closely with staff and they have reached out to the neighbors and conducted neighborhood meetings. They agreed to a list of prohibited uses as well. He said this development is expected to create many jobs and the street improvements will be done first and are valued at approximately \$5 million.

Mark Barkenbush, representing Banner Health, said Banner has had a longstanding positive relationship with the city. He said the facility is an outpatient facility and is not a hospital. He said within this development, it is a very positive step for them and he envisions his employees living in the surrounding area.

Mike Trueman, representing P.B. Bell Companies, said they are a local company and are best known for quality. He said the location is very desirable and he anticipates his residents working in the area. He said they care about the quality aspect of this project.

Councilmember Sherwood asked what percent of Class A multi-family projects exist today in the valley.

Mr. Trueman guessed it was 15 to 18 percent.

Councilmember Sherwood said he works a lot with multi-housing and complimented Mr. Trueman and his company. He said they do very nice projects and it is special for the west valley to get one of these projects. He is glad they have the confidence to build properties in the west valley.

Barbara Willis, representing Treasure House, said Treasure House is the vision of former Cardinals quarterback Kurt Warner. They are joined with the Cardon family to give individuals with development disabilities an opportunity to give back to the community. Each of the individuals living at Treasure House will work in the community and the Aspera project will give them an opportunity they might not otherwise have.

Councilmember Chavira said this is an incredible development and it embodies economic development and opportunities for many people. He said this will be a Class A development in every way.

Don Cardon said they are fortunate to do things that bring them joy. He said this project is more than a commercial operation and it will benefit the whole community. They are fortunate to have Banner Health and P.B. Bell involved as well. He said he wanted his

daughter, Emma, here to show her how things come together and thanked staff for bringing this project together.

Keith Weschampf, a Glendale resident, said he is the president of the congregation at the Community Church of Joy and he supports this project. He said they have tried to make sure development in this project will benefit the community. He is excited about this project and urged Council support of this project.

Dr. Walt Kallestad, a Glendale resident and the senior pastor at the Community Church of Joy, said his commitment has been to bring greater joy to Glendale. He said Mr. Cardon is a great, quality man. He thanked staff and said they are the best in the valley. He also thanked the Council for the great work they are doing. He is looking forward to the relationships this project will create.

Laurie Gannon, a Phoenix resident and president of Joy Christian School Board, said she wanted to see the council approve this project. She said it would do so much for the school and provide many opportunities for the students.

Donald Mellon, a Yucca resident, said it would be an honor for him to support this cause and hoped the Council would support it to.

Jesse Rahn, a Sun City resident, said he serves on the Joy Christian School Board. He pointed out there are a lot of children that would benefit from the Treasure House. He has a child with special needs and felt his son would benefit from this as well.

Mayor Weiers closed the public hearing.

RESOLUTION NO. 4785 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA13-04 FOR PROPERTY LOCATED AT 20250 NORTH 75th AVENUE.

It was moved by Councilmember Martinez, and seconded by Councilmember Chavira, to pass, adopt and approve Resolution No. 4785 New Series. The motion carried unanimously.

ORDINANCE NO. 2885 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING, AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 20250 NORTH 75th AVENUE FROM A-1 (AGRICULTURAL), R1-6 (SINGLE RESIDENCE), AND PAD (PLANNED AREA DEVELOPMENT) TO PAD (PLANNED AREA DEVELOPMENT); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

It was moved by Councilmember Martinez, and seconded by Councilmember Chavira, to approve Ordinance No. 2885 New Series with the 14 stipulations as follows:

- 1. Development shall be in substantial conformance with the PAD document, date stamped February 21, 2014. Less intensive development may be deemed substantially conforming by the Planning Director, subject to Design Review approval.**
- 2. Right-of-way dedications and off-street improvements shall be completed on 75th Avenue prior to issuance of a Certificate of Occupancy of any building during Phase 1 development. Right-of-way dedications and off-street improvements to Aspera Boulevard and 78th Avenue shall be required as part of the development of adjacent parcels.**
- 3. The planned traffic signal at Aspera Boulevard and 75th Avenue shall be designed and constructed by the property owner and shall be completed prior to the issuance of a Certificate of Occupancy of any building during Phase 1 development. The existing median break north of this intersection shall be permanently closed and replaced with vertical curb, new landscaping and a drip irrigation system in conjunction with the traffic signal noted above.**
- 4. The existing median break at Irma Lane and 75th Avenue shall be redesigned and reconstructed by the property owner and shall be completed prior to the issuance of a Certificate of Occupancy of any building during Phase I development. A splitter island and merge lane shall be installed by the property owner.**
- 5. Public sidewalks shall be constructed on both sides of Aspera Boulevard and 78th Avenue.**
- 6. There shall be a 30 foot landscaped triangle provided on the corner of 75th Avenue and the Loop 101 in conjunction with the development of Parcel F.**
- 7. Vehicular access to Parcel K shall be provided to APS at no cost.**
- 8. As proposed by the applicant billboards and digital billboards shall not be permitted in Aspera.**
- 9. A minimum of 2.34 acres of lakes and the required distribution system for reclaimed water shall be constructed in conjunction with Parcel A. The lakes shall be owned and maintained by the property owner.**
- 10. Residential development on Parcel D shall provide documentation of compliance with Section 7.700, Freeway Development Standards, at the time of the design review submittal.**
- 11. All outdoor lighting shall be fully shielded and shall comply with the Outdoor Light Control ordinance.**
- 12. All land uses within the development shall comply with the Glendale City Code concerning noise.**

13. **Any menu boards and speaker boxes for quick-service food restaurants with an automobile drive-thru service window shall be oriented away and screened from any applicant's single-family residences.**
14. **Deferred presentment companies, payday loan facilities and similar check cashing facilities that cash checks as their primary business (but this does not prohibit banks or retail businesses such as a grocery store that cash checks as a customer service that is ancillary to their primary business) are prohibited within the development.**

Councilmember Sherwood said he believed this had been stated by the public, but this is one of the larger infill projects the city has had and it is a perfect blend of businesses. He appreciated the updates and the Cardon team and city staff working together on this project.

Councilmember Martinez said he first heard about this project a year ago from Mr. Cardon. He told Mr. Cardon it sounded like a good project. He also told Mr. Cardon that the neighborhoods would be very interested in the project because in the past they had shown that any development that came along they wanted to be part of the process and they did take part. He met with Dr. Kallestad and his son over this project. He said one of the things they did early on was they asked him to provide them with the names of community leaders and they reached out to them and they had four individual meetings in different areas, which is unheard of, and they had one inclusive meeting of all the neighborhoods. He said there were many concerns expressed by the residents. All the concerns were addressed and there have been some changes done already and some others yet to be done that will make the project better. He wanted to express his thanks to Mr. Cardon, Mr. Bull, Mr. Bachman, and everyone that has taken part in this, especially city staff, because this is really an outstanding project for the city and for the area. He cannot say enough about the staff as they did a tremendous job.

Councilmember Chavira directed his comments to Dr. Kallestad, senior pastor thanking him and his team. He said he inspired the staff to come together on this project and it is joy that they bring to the community.

Mayor Weiers explained his vote by saying he was seeing a trend in Glendale and here we go again. He said it is a class act and they will fit together like a glove.

Motion carried on a roll call vote, with the following Councilmembers voting "aye": Alvarez, Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": none. The motion carried unanimously.

BIDS AND CONTRACTS

12. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CARETAKERS BUILDING MAINTENANCE, L.L.C. FOR CUSTODIAL SERVICES FOR THE PARKS, RECREATION AND LIBRARY SERVICES DEPARTMENT

PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation and Library Services

This is the third of three items on the agenda this evening related to a new contract for custodial services at several Parks, Recreation and Library Services Department (PRLS)

facilities. Specifically, this is a request for City Council to authorize the City Manager to enter into a professional services agreement with CareTakers Building Maintenance, L.L.C. for an amount not to exceed \$223,436.16 for basic custodial service for various PRLS facilities.

Mr. Strunk said they manage and oversee a variety of facilities and functions, including the libraries and the recreation centers and parks. Each of these has custodial needs and request approval of this contract.

It was moved by Councilmember Hugh, and seconded by Councilmember Chavira, to authorize the City Manager to enter into a professional services agreement with CareTakers Building Maintenance, L.L.C. for an amount not to exceed \$223,436.16 for basic custodial service for various PRLS facilities. The motion carried unanimously.

13. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH GLOBAL SPECTRUM, L.P. FOR POLICE SERVICES AT THE UNIVERSITY OF PHOENIX STADIUM
PRESENTED BY: Debora Black, Police Chief

This is a request for City Council to authorize the City Manager to enter into an Agreement for Services with Global Spectrum, L.P. for traffic/crowd control, asset protection, and other mutually agreed upon services that Glendale Police Department (GPD) police personnel would typically perform related to events at the University of Phoenix Stadium (Stadium).

Chief Black said under the terms of this agreement, Global Spectrum will pay the Police Department for the services of officers. This agreement will remain in effect until July 1, 2016.

It was moved by Councilmember Sherwood, and seconded by Vice Mayor Knaack, to authorize the City Manager to enter into an Agreement for Police Services at the University of Phoenix Stadium with Global Spectrum, L.P. The motion carried unanimously.

14. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH GRANICUS, INC. TO PURCHASE AGENDA MANAGEMENT SOFTWARE
PRESENTED BY: Chuck Murphy, Executive Director, Technology and Innovation

This is a special procurement purchase request for City Council to approve the expenditure of funds for a four year agreement with Granicus, Inc. for the purchase of Legistar agenda management software and managed services in an amount not to exceed \$94,514.

Mr. Murphy said this software will integrate with the city's existing system and will reduce staff time in managing the agenda process.

It was moved by Councilmember Sherwood, and seconded by Councilmember Martinez, to approve the expenditure of funds for a four year agreement with Granicus, Inc. for the purchase of Legistar agenda management software and managed services in an amount not to exceed \$94,514. The motion carried unanimously.

ORDINANCES

15. ADOPT AN ORDINANCE AMENDING GLENDALE CITY CODE, CHAPTER 16, ARTICLE I, SECTION 16-8 (ASSUMPTION OF JURISDICTION TO ADOPT FIRE CODE)

PRESENTED BY: Mark Burdick, Fire Chief

ORDINANCE: 2886

This is a request for City Council to waive reading beyond the title and adopt an ordinance, amending Glendale City Code Chapter 16, Article I, Section 16-8, relating to Assumption of Jurisdiction to Adopt Fire Code. This action will replace outdated language and clarify the regulatory authority within the jurisdictional boundaries.

Chief Burdick said the language has been approved through the State Fire Marshall's office and the city attorney's office and will provide sufficient regulatory authority to assume this jurisdiction. He said with this change, the Glendale fire prevention division will have the necessary authority to address any immediate and ongoing needs to assure that minimum life safety standards at all education, state and county facilities that lie within Glendale

ORDINANCE NO. 2886 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING, AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 16 (FIRE PREVENTION AND PROTECTION), ARTICLE 1 (IN GENERAL), SECTION 16-8 ASSUMPTION OF JURISDICTION TO ADOPT FIRE CODE); AND SETTING FORTH AN EFFECTIVE DATE.

It was moved by Vice Mayor Knaack, and seconded by Councilmember Chavira, to approve Ordinance No. 2886 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Alvarez, Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": none.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Vice Mayor Knaack, and seconded by Councilmember Hugh, to vacate the Special City Council Budget Workshop scheduled on Thursday April 10, 2014 at 9:00 A.M. in Room B-3 of the City Council Chambers.

It was further moved to hold a City Council Workshop at 1:30 p.m. in the Council Chambers, Room B-3 on Tuesday, April, 15, 2014, to be followed by an Executive Session pursuant to A.R.S. §38-431.03. The motion carried unanimously.

CITIZEN COMMENTS

Bill Demski, a Sahuaro resident, spoke about the charter policy about bidding regarding items over \$50,000. He spoke about a contract with an auditing firm to conduct a city audit. He spoke about several newspaper articles about issues regarding Craig Tindall, former City Attorney, and the Glendale fire truck. He asked if there was a city policy regarding an open bid for a contract over \$50,000.

Randy Miller, a Barrel resident, said he was a candidate for Council, and wanted to point out that the Council are people that cared enough to try and do something for the city. He thanked the Council for the job they do. He said many of the people he meets are angry and said citizens aren't upset about not sun setting the tax. However, he said they want growth to come from economic development. He asked if the Council could discuss economic development in a workshop. He thanked Erik Strunk for the awesome job he has done.

Bud Zomok, an Ocotillo resident, said it is National Volunteer Week and reminded everyone to take a moment to thank the volunteers who work with the city.

Ricki Ray, a Cactus resident, said her campaign was to change the public comment portion of the meeting and make positive comment. She said the city has challenges, but she believes there are incredible things happening in the city. She is happy with the development happening near the Church of Joy. She has also had the opportunity to work with city staff and thanked everyone for the job they do.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Sherwood echoed the comments of the last speaker. He said even the budget process is looking more positive as they move through that. He said there are a lot of good things coming to the city and said the staff is great.

Councilmember Martinez thanked everyone who serves on the boards and commissions and all the volunteers who work for the city.

Councilmember Chavira said this is why he chose to serve. The team is coming together and righting the ship.

Vice Mayor Knaack thanked Ms. Ray for her words. She said the purple ribbons on the poles downtown are in honor of Relay for Life, which helps fight cancer. She said it helps to honor those who did not survive, those who are still fighting and those who have survived. She encouraged everyone to come out and support the cause.

Mayor Weiers said he attended the Relay for Life last year. He said as a cancer survivor, it meant a lot to him to participate and he was able to carry his brand new grandson during the walk as well. He also said he is starting a business of the week where he will promote Glendale businesses by tweeting information.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:30 p.m.

Pamela Hanna - City Clerk



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES**
Staff Contact: **Kristen Krey, Council Services Administrator**

Purpose and Recommended Action

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

Aviation Advisory Commission

Leonard Escudero	Ocotillo	Appointment	04/22/2014	11/24/2014
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Citizens Transportation Oversight Commission

Kevin Frei	Barrel	Appointment	04/22/2014	03/25/2016
William Sheldon – Chair	Mayoral	Appointment	04/22/2014	03/26/2015
James Grose – Vice Chair	Cholla	Appointment	04/22/2014	03/26/2015

Commission on Persons with Disabilities

John LeGendre	Ocotillo	Appointment	04/22/2014	04/26/2016
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Community Development Advisory Committee

Dorlisa Dvorak –Neighborhood Rep.	Ocotillo	Appointment	04/22/2014	07/01/2015
Pattie Johnston – Vice Chair	Mayoral	Appointment	04/22/2014	04/26/2015

General Plan Steering Committee

David Moreno	Yucca	Appointment	04/22/2014	01/01/2016
Lorrie Moreno	Yucca	Appointment	04/22/2014	01/01/2016

Historic Preservation Commission

Robin Berryhill	Ocotillo	Appointment	04/13/2014	04/13/2016
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Judicial Selection Advisory Board

Dr. Francis Sisti	Cholla	Appointment	04/23/2014	04/23/2017
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Planning Commission

Gary Hirsch	Mayoral	Appointment	04/22/2014	03/25/2016
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Public Safety Personnel Retirement System Fire/Police

Charles Erickson	Cholla	Appointment	07/01/2014	07/01/2018
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CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **PROCLAIM APRIL 2014 AS ENVIRONMENTAL AWARENESS MONTH**
Staff Contact: **Erik Strunk, Executive Director, Parks, Recreation & Library Services**

Purpose and Recommended Action

This is a request for the City Council to recognize fourteen different activities planned throughout the months of March and April 2014 as a part of the city's "Preserve and Conserve" initiative and to celebrate the City's efforts to promote environmental awareness.

City of Glendale employees Deborah Coy, Recycling Coordinator; Mike Gregory, Parks and Recreation Manager; Tiffany Nangle, Conservation Specialist; and Megan Sheldon, Environmental Program Manager, will be present to accept the award.

Background Summary

Glendale strives to provide meaningful services and programs to encourage its residents and visitors to be aware and sensitive to the environment. Examples include the city's curb-side recycling program; environmental services that provide outreach on low-water use and energy conservation techniques; maintaining water quality and monitoring air quality; encouraging the use of alternative modes of transportation; active and vibrant bicycle path and trails; and enhancements to city parks such as solar lighting and low-water use landscaping.

In celebration of these services, a series of 14 public events have been planned to occur in Glendale throughout the months of March and April 2014. For example, the City celebrated Arbor Day on March 28 at Desert Mirage Park; the Glendale Libraries are hosting a Celebrate the Earth Poetry Contest; the annual Glendale Family Bike Ride occurred on April 13 at Sahuaro Ranch Park; the New River and Trail Clean-up will take place on Saturday, April 26.

Community Benefit/Public Involvement

Issuance of a proclamation celebrating Environmental Awareness Month encourages all residents to make this month a time of commitment to the principles of environmental stewardship and responsibility for the betterment of our community.



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **PROCLAIM MAY 2014 AS PRESERVATION MONTH**
Staff Contact: **Jon M. Froke, AICP, Planning Director**

Purpose and Recommended Action

This is a request for City Council to proclaim May 2014 as Preservation Month. This proclamation will be accepted by Ms. Marlowe Myers Garay who is the Chair of the City's Historic Preservation Commission. The Commission remains strong supporters of Glendale's unique heritage.

Background

Since 2005, the National Trust for Historic Preservation has recognized May as National Historic Preservation Month across the country. Each year is distinguished with a theme representing some aspect of historic preservation to promote national and community pride. The theme for 2014 is "New Age of Preservation: Embark, Inspire, Engage."

The National Trust for Historic Preservation provides leadership, education, and resources to local communities throughout the country, such as Glendale, who are committed to connecting us to our history, and collectively preserving America's stories and places. The City of Glendale has been devoted to protecting Glendale's historic heritage by helping revitalize neighborhoods and communities, which sparks economic development, tourism and promotes sustainability.

The Planning Division will be hosting the 11th Annual Historic Preservation Tour next month. This event is sponsored by the Glendale Civic Pride Ambassadors and offers an opportunity to explore some of the ten Historic Districts.

Community Benefit/Public Involvement

Glendale is a community filled with quaint historic neighborhoods and a vibrant historic downtown. The City of Glendale is committed to preserving and maintaining its historic heritage for future generations to enjoy. Recognizing the value of these historic resources and the city's ongoing support of preservation planning is expressed by joining communities across the nation in celebrating May 2014 as Preservation Month.



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **RECOGNITION OF COMMUNITY SERVICE FOR RANDY MILLER**
Staff Contact: **Sam McAllen, Executive Director, Neighborhood and Human Services**

Purpose and Recommended Action

This is a request to present a plaque recognizing Mr. Randy Miller for his four years of community service on Glendale's Community Development Advisory Committee (CDAC).

Background

The CDAC is a critical part of the city's federal grant process that administers the United States Department of Housing And Urban Development (HUD) programs. The purpose of the committee is to review funding requests and provide recommendations to City Council regarding the allocation of funding that will revitalize neighborhoods, address urgent community needs, provide economic opportunity for Glendale citizens; advise the city on policies related to the city's Community Housing programs and the city's Community Action Program; and provide general advice on human services in Glendale as related to the administration of these programs. Since 1977, Glendale has received over \$74 million in federal funds to assist thousands of citizens with services that provide decent housing, and improve their living conditions.

Mr. Miller, who resides in the Barrel District, served on the CDAC from August 2010 to April 2014. As a result of his tenure, Mr. Miller helped make recommendations that assisted in homeless prevention, youth and senior services, infill housing, and countless other non-profit organizations in Glendale. On several occasions, he was selected by the group to act as Chair when the Chair and Vice-Chair were not available. Mr. Miller is to be commended for his efforts.

Recommendation

Have the Mayor's Office present a plaque of recognition to Mr. Randy Miller for his outstanding contributions and dedication to serving the citizens of Glendale.



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **APPROVE SPECIAL EVENT LIQUOR LICENSE, CHOIR BOYS SOCIAL CLUB**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the Choir Boys Social Club. The event will be held at the University of Phoenix Stadium on the Great Lawn located at 1 North Cardinals Drive on April 24 through April 27, 2014. The purpose of this special event liquor license is for fundraising at the Big Red Rib and Music Festival.

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

Background Summary

The University of Phoenix Stadium is located in the Yucca District. If this application is approved, the total number of days expended by this applicant will be four of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

Attachments

- Finance Department Report
- Liquor License Attachments
- Police Calls for Service Report



FINANCE DEPARTMENT REPORT

Meeting Date: 4/22/2014
To: Brenda S. Fischer, ICMA-CM, City Manager
From: Susan Matousek, Revenue Administrator
Title: APPROVE SPECIAL EVENT LIQUOR LICENSE, CHOIR BOYS SOCIAL CLUB

General Information

Request: Special Event Liquor License

Location: 1 North Cardinals Drive

District: Yucca

Zoned: PAD (Planned Area Development)

Applicant: William David Wallace

Owner: Choir Boys Social Club

Background

1. The event will be held on Thursday, April 24, from 4 p.m. to 9 p.m.; Friday, April 25, from 4 p.m. to 11 p.m.; Saturday, April 26, from 11 a.m. to 11 p.m.; and Sunday, April 27, 2014, from noon to 6 pm.
2. The total number of days expended by this applicant will be four out of the allowed 10 days per calendar year.
3. The purpose of this event is for fundraising at the Big Red Rib and Music Festival.

Review/Analysis

In accordance with A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if Council recommends approval of such license.

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

COMMUNITY AND ECONOMIC DEVELOPMENT: 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.

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

11. This organization has been issued a special event license for 4 days this year, including this event
(not to exceed 10 days per year).

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

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

Name CHOIR BOYS LEMC 25%
Percentage

Address PO BOX 5056 Peoria, AZ 85385

Name Arizona Cardinals Football Club 47%
Percentage

Address 8701 S. Hardy Drive Tempe, AZ 85284
(Attach additional sheet if necessary)

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

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

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

2-12 # Police Fencing
12-40 # Security personnel Barriers

Glendale Police Thursday 2, Friday 6-12, Saturday 6-12, Sunday 6. Times will be staggered w/maximum #'s during concert times

SAFE Security Thursday 12, Friday 15-40, Saturday 15-40, Sunday 20. Times will be staggered w/maximum #'s during concert times

Also present will be an alcohol compliance team from Ethical Equations checking for underage drinking. 6' chain link fence perimeter

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

(ATTACH COPY OF AGREEMENT)

Name of Business () _____
Phone Number

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

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

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

X W.D. Wallace Regional Vice President 3/17/14 (623) 363-4663
(Signature) (Title/Position) (Date) (Phone #)



Maricopa County of Arizona
The foregoing instrument was acknowledged before me this
17th March 2014
Day Month Year

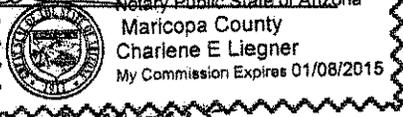
My Commission expires on: 01.08.2015
(Date)

Charlene E. Liegner
(Signature of NOTARY PUBLIC)

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

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

X W.D. Wallace State of Arizona County of Maricopa
(Signature) Notary Public State of Arizona The foregoing instrument was acknowledged before me this



17th March 2014
Day Month Year

My commission expires on: 01.08.2015
(Date)

Charlene E. Liegner
(Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED

DISAPPROVED

BY:

(Title) (Date)

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

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

Name : Rojo Hospitality Group LLC 28%
Percentage

Address: 1 Cardinals Drive Glendale, Arizona 85305



City of Glendale
 5850 W. Glendale Ave.
 Glendale, AZ 85301
 www.glendaleaz.com/taxandlicense

SPECIAL EVENT LIQUOR APPLICATION

FOR CITY USE ONLY

L15 L16

Amount Due: _____

Account #

Event Information

Event Business Location Name: BIG RED RIB & MUSIC FESTIVAL @ U of P STADIUM

Event Address: 1 CARDINALS DRIVE GLENDALE AZ 85305 - GREAT LAWN

Name of person filling out this form: MIKE STEVENSON - ROJO HOSPITALITY GROUP

Phone Number: 623 433 7636 Address: 1 CARDINALS DR GLENDALE AZ 85305

What is your relationship to the business? Agent Owner Attorney Consultant Other ASST GM

If different from the person filling out this form, provide event contact person below,

Event Contact Name: JOHN DRUM - ROJO EVENT MANAGEMENT

Phone Number: 623 433 7733 Address: 1 CARDINALS DR GLENDALE AZ 85305

What is their relationship to the business? Agent Owner Attorney Consultant Other _____

If "Other," please describe your relationship to the business: VP OPERATIONS

Event Sponsor Information

Organization Name: _____

Organization Address: _____

Federal ID Number: _____

Dates & Hours of Event

Date	Hours	Date	Hours
Day 1: <u>4-24-2014</u>	<u>4pm - 9pm</u>	Day 6: _____	_____
Day 2: <u>4-25-2014</u>	<u>4pm - 11pm</u>	Day 7: _____	_____
Day 3: <u>4-26-2014</u>	<u>11am - 11pm</u>	Day 8: _____	_____
Day 4: <u>4-27-2014</u>	<u>12pm - 6pm</u>	Day 9: _____	_____
Day 5: _____	_____	Day 10: _____	_____

Event Activities

Patron Dancing Yes No Cover Charge Yes No If yes, Amount \$ _____

Live Entertainment Yes No If yes, Type BANDS

Adult Entertainment Yes No Outdoor dining Yes No

Food Served Yes No Outdoor Alcohol Consumption Yes No

FOR CITY USE ONLY



[Empty account number box]

Event Fencing

Will there be fencing? Yes No

If yes: Type of Material CHAIN LINK Height of Fence 6'

Number of Exit Gates 6 Width of Exit Gate(s) 20'

Event Parking

Is Parking Area Exclusively for this Location? Yes No If yes: How many parking spaces? 5000 +

Will any part of the event be in a Parking Lot? Yes No Shared with other businesses? Yes No

Will there be Vendors Outside? Yes No If yes: How many? _____

Permit Requirements*

Have you contacted the City Planning Department about any potential zoning restrictions or Use Permit requirements that may apply to this property or business? Yes No

If "NO," please contact Development Services Center at 623-930-2800 or visit them on the 2nd Floor of Glendale City Hall, 5850 W Glendale Avenue.

**Please note that approval of a Permit does not guarantee that you will be issued a liquor license.*

Interpreter Language

The applicant or agent may be asked to answer questions regarding this liquor application at the City Council meeting. The City can provide Spanish interpretation at no cost to the applicant.

Do you want to request Spanish interpretation assistance for the City Council meeting? Yes No

I swear or affirm I have read all of the above questions and have personally provided all of the information to the best of my knowledge and belief and that all of it is true. I understand that all information regarding ownership of the business is very important and relevant to the processing of my application. I understand that if I provide any false information in this application, it may result in either a recommendation of disapproval of this application by the City of Glendale, criminal charges being filed against me, or both.


 (Signature of person filling out this form)

3-17-14
 (Date)

PLEASE SUBMIT THIS FORM ALONG WITH THE ARIZONA STATE LIQUOR LICENSE & CONTROL SPECIAL EVENT LIQUOR LICENSE APPLICATION



14-42

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-26-14

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

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

Application Type: **New License**

Definition: New license

Business Name: **Choir Boys Social Club**

Business Address: **P.O.Box 5056, Peoria, AZ (Event at Great Lawn, U of P Stadium)**

Applicant/s Information

Name: **Wallace, William David**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/26/2013	Other Suites	New ownership call history beginning:
Liquor Related	6		
Vice Related			
Drug Related	3		
Fights / Assaults	34		
Robberies			
Burglary / Theft	31		
911 calls			
Trespassing	17		
Accidents	7		
Fraud / Forgery	4		
Threats			
Criminal damage	8		
Other non-criminal*	29		
Other criminal	15		
Total calls for service	154	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Proceeds from this special event go to the Choir Boys Social Club (charitable group), Rojo Hospitality Group, and the Arizona Cardinals Football Club.

Events dates are scheduled for 04-24-14 (Thur), 04-25-14 (Fri), 04-26-14 (Sat), 04-27-14 (Sun). Big Red Rib & Music Festival.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-26-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u> 5213	<u>3/27/14</u>



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS - ST. HELEN 11738**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for Knights of Columbus - St. Helen 11738. The event will be held at St. Helen's Social Center located at 5510 West Cholla Street on Saturday, August 16, 2014, from 6:30 p.m. to 11 p.m. The purpose of this special event liquor license is for a fundraiser.

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

Background Summary

The St. Helen's Social Center is located in the Barrel District. If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

Attachments

- Finance Department Report
- Liquor License Attachments
- Police Calls for Service Report



FINANCE DEPARTMENT REPORT

Meeting Date: 4/22/2014
To: Brenda S. Fischer, ICMA-CM, City Manager
From: Susan Matousek, Revenue Administrator
Title: APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS – ST. HELEN 11738

General Information

Request: Special Event Liquor License
Location: 5510 West Cholla Street
District: Barrel
Zoned: R1-7 (Single Family Residential)
Applicant: Donald J. Gorny
Owner: Knights of Columbus - St. Helen 11738

Background

1. The event will be held on Saturday, August 16, 2014, from 6:30 p.m. to 11 p.m.
2. The total number of days expended by this applicant will be one out of the allowed 10 days per calendar year.
3. The purpose of this event is for a fundraising social.
4. Proceeds from this special event go to the Knights of Columbus – St. Helen 11738.

Review/Analysis

In accordance with A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if Council recommends approval of such license.

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

COMMUNITY AND ECONOMIC DEVELOPMENT: 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.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

DEPT USE ONLY
LIC#

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

1. Name of Organization: ST. HELEN COUNCIL 1738 KNIGHTS OF COLUMBUS

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

3. The organization is a: (check one box only)
- Charitable Fraternal (must have regular membership and in existence for over 5 years)
- Civic Political Party, Ballot Measure, or Campaign Committee
- Religious

4. What is the purpose of this event? SOCIAL / FUNDRAISER

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

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

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

6. Applicant: GORMY Douglas J [REDACTED]

Last First Middle Date of Birth

7. Applicant's Mailing Address: [REDACTED]

Street City State Zip

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

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

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

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>2/16/14</u>	<u>SAT</u>	<u>6:30 PM</u>	<u>11:00 PM</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)
11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of
Alcoholic Beverage Sales.**

Name	Address	Percentage
ST HELEN COUNCIL	11738 KOF C CHARITABLE	100%
ACTIVITIES		

(Attach additional sheet if necessary)

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

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

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

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

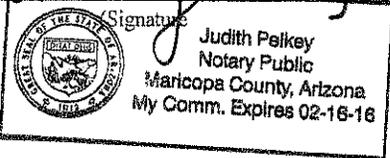
Name of Business () Phone Number

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

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

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

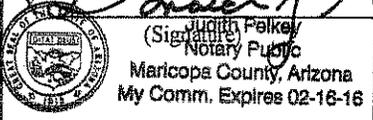
X Donald J. Gorny FINANCIAL SEC. 03/20/2014 623-930-0018
(Signature) (Title/Position) (Date) (Phone #)
State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 20 March 2014
Day Month Year
My Commission expires on: 02/16/2016
(Date) Judith Pelkey
(Signature of NOTARY PUBLIC)



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

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

X Donald J. Gorny State of Arizona County of Maricopa
(Signature) (Title/Position) (Date) (Phone #)
The foregoing instrument was acknowledged before me this 20 March 2014
Day Month Year
My commission expires on: 02/16/2016
(Date) Judith Pelkey
(Signature of NOTARY PUBLIC)



You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)



City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301
www.glendaleaz.com/taxandlicense

SPECIAL EVENT LIQUOR APPLICATION

FOR CITY USE ONLY

L15 L16

Amount Due: _____

Account #

Event Information

Event Business Location Name: ST. HELEN PARISH

Event Address: 5810 W. CHOLLA ST - GLENDALE, AZ 85304

Name of person filling out this form: DONALD J. GORLY LITCHFIELD PARK

Phone Number: 623-930-0018 Address: [REDACTED]

What is your relationship to the business? Agent Owner Attorney Consultant Other _____

If different from the person filling out this form, provide event contact person below,

Event Contact Name: _____

Phone Number: _____ Address: _____

What is their relationship to the business? Agent Owner Attorney Consultant Other _____

If "Other," please describe your relationship to the business: _____

Event Sponsor Information

Organization Name: ST. HELEN COUNCIL #1739 KNIGHTS OF COLUMBUS

Organization Address: 5810 W. CHOLLA ST

Federal ID Number: [REDACTED]

Dates & Hours of Event

Date	Hours	Date	Hours
Day 1: <u>8/16/14</u>	<u>6:30-11:00PM</u>	Day 6: _____	_____
Day 2: _____	_____	Day 7: _____	_____
Day 3: _____	_____	Day 8: _____	_____
Day 4: _____	_____	Day 9: _____	_____
Day 5: _____	_____	Day 10: _____	_____

Event Activities

Patron Dancing Yes No Cover Charge Yes No If yes, Amount \$ _____

Live Entertainment Yes No If yes, Type _____

Adult Entertainment Yes No Outdoor dining Yes No

Food Served Yes No Outdoor Alcohol Consumption Yes No

FOR CITY USE ONLY



[Empty dashed box for Account#]

Event Fencing

Will there be fencing? Yes No

If yes: Type of Material _____ Height of Fence _____
Number of Exit Gates _____ Width of Exit Gate(s) _____

Event Parking

Is Parking Area Exclusively for this Location? Yes No If yes: How many parking spaces? MORE THAN 100 AMPLE

Will any part of the event be in a Parking Lot? Yes No Shared with other businesses? Yes No

Will there be Vendors Outside? Yes No If yes: How many? _____

Permit Requirements*

Have you contacted the City Planning Department about any potential zoning restrictions or Use Permit requirements that may apply to this property or business? Yes No

If "NO," please contact Development Services Center at 623-930-2800 or visit them on the 2nd Floor of Glendale City Hall, 5850 W Glendale Avenue.

**Please note that approval of a Permit does not guarantee that you will be issued a liquor license.*

Interpreter Language

The applicant or agent may be asked to answer questions regarding this liquor application at the City Council meeting. The City can provide Spanish interpretation at no cost to the applicant.

Do you want to request Spanish interpretation assistance for the City Council meeting? Yes No

I swear or affirm I have read all of the above questions and have personally provided all of the information to the best of my knowledge and belief and that all of it is true. I understand that all information regarding ownership of the business is very important and relevant to the processing of my application. I understand that if I provide any false information in this application, it may result in either a recommendation of disapproval of this application by the City of Glendale, criminal charges being filed against me, or both.

Donald J. Lamy
(Signature of person filling out this form)

3/20/14
(Date)

PLEASE SUBMIT THIS FORM ALONG WITH THE ARIZONA STATE LIQUOR LICENSE & CONTROL SPECIAL EVENT LIQUOR LICENSE APPLICATION



14-44

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-21-14

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

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

Application Type: **New License**

Definition: New License

Business Name: **Knights of Columbus (St. Helen Council #11738)**

Business Address: **5510 W. Cholla St. (St. Helen Catholic Church)**

Applicant/s Information

Name: **Gorny, Donald J.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/21/2013	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	2		
911 calls			
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	2		
Other criminal	1		
Total calls for service	6	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

100% percent of the proceeds from this Special Event go to the Knights of Columbus, St. Helen Council #11738. This Special Event License is for a fund raising event.

Event is scheduled for 08-16-14 (Sat).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-21-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>3/24/14</u>



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS - ST. JOSEPH 2126**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for Knights of Columbus - St. Joseph 2126. The event will be held at St. Helen's Social Center located at 5510 West Cholla Street on Saturday, April 26, 2014, from 6 p.m. to 11 p.m. The purpose of this special event liquor license is for a fundraiser.

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

Background Summary

The St. Helen Social Center is located in the Barrel District. If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

Attachments

- Finance Department Report
- Liquor License Attachments
- Police Calls for Service Report



FINANCE DEPARTMENT REPORT

Meeting Date: 4/22/2014
To: Brenda S. Fischer, ICMA-CM, City Manager
From: Susan Matousek, Revenue Administrator
Title: APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS – ST. JOSEPH 2126

General Information

Request: Special Event Liquor License
Location: 5510 West Cholla Street
District: Barrel
Zoned: R1-7 (Single Family Residential)
Applicant: Ronald J. Hulme
Owner: Knights of Columbus - St. Joseph 2126

Background

1. The event will be held on Saturday, April 26, 2014, from 6 p.m. to 11 p.m.
2. The total number of days expended by this applicant will be one out of the allowed 10 days per calendar year.
3. The purpose of this event is for a fundraising social.
4. Proceeds from this special event go to Knights of Columbus – St. Joseph 2126.

Review/Analysis

In accordance with A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if Council recommends approval of such license.

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

COMMUNITY AND ECONOMIC DEVELOPMENT: 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.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

DEPT USE ONLY
LIC#

1. Name of Organization: ST JOSEPH ASSEMBLY # 2126 KILGORE of COLUMBUS

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

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

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

4. What is the purpose of this event? FUNDRAISER

5. Location of the event: 5510 W. CHOLLA ST; GLENDALE, MARICOPA, 85304
Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: HULME RONALD J [REDACTED]
Last First Middle Date of Birth

7. Applicant's Mailing Address: [REDACTED]
Street City State Zip

8. Phone Numbers: (623) 979-9202 () [REDACTED]
Site Owner # Applicant's Business # Applicant's Home #

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

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>4/26/14</u>	<u>SAT</u>	<u>6:00 PM</u>	<u>11:00 PM</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)
11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.

Name	#	Address	Percentage
ST. JOSEPH ASSEMBLY		2126 CHARITABLE ACTIVITIES	100%

(Attach additional sheet if necessary)

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

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

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

2 # Police Fencing
2 # Security personnel Barriers

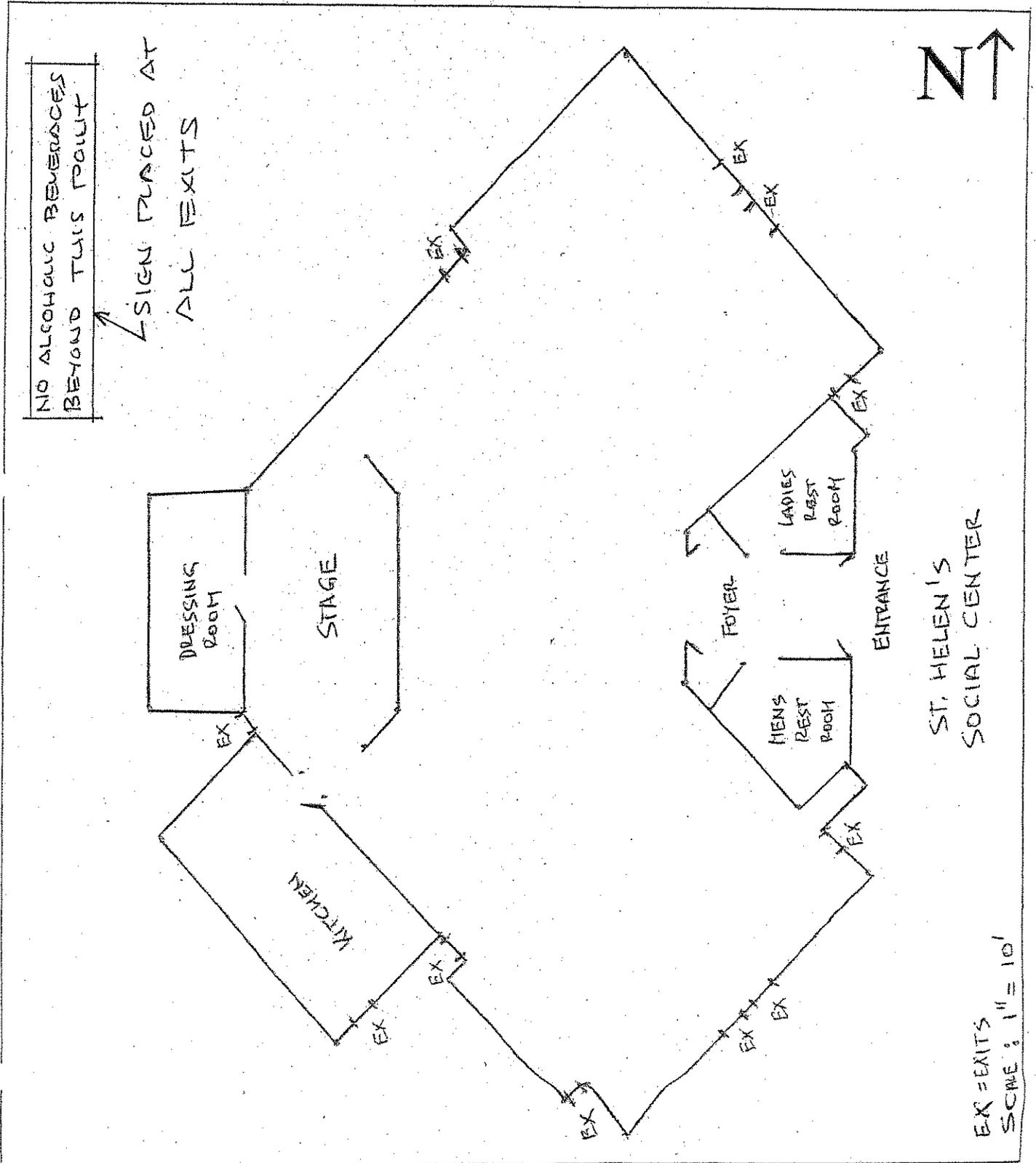
16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

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

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

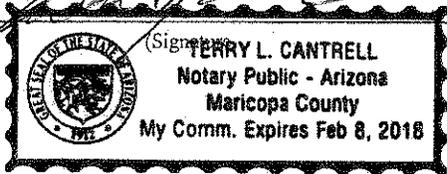
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

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

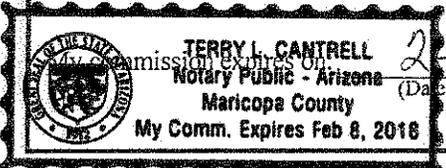
X [Signature] FAITHFUL NAVIGATOR 623-935-5573
(Signature) (Title/Position) (Date) (Phone #)
State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
19 3 2014
Day Month Year
My Commission expires on: 2-8-2018 Terry L. Cantrell
(Date) (Signature of NOTARY PUBLIC)



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

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

X [Signature] State of Arizona County of Maricopa
(Signature) The foregoing instrument was acknowledged before me this
19 3 2014
Day Month Year
Terry L. Cantrell
(Signature of NOTARY PUBLIC)



You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

APPROVED DISAPPROVED BY: _____
(Title) (Date)



City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301
www.glendaleaz.com/taxandlicense

SPECIAL EVENT LIQUOR APPLICATION

FOR CITY USE ONLY

L15 L16

Amount Due: _____

Account #

Event Information

Event Business Location Name: ST. HELEN PARISH

Event Address: 5810 W. CHOLLA ST

Name of person filling out this form: DONALD J. GORNY

Phone Number: 623-930-0018 Address: _____

What is your relationship to the business? Agent Owner Attorney Consultant Other _____

If different from the person filling out this form, provide event contact person below,

Event Contact Name: DONALD J. HULME

Phone Number: 623-935-5572 Address: _____

What is their relationship to the business? Agent Owner Attorney Consultant Other _____

If "Other," please describe your relationship to the business: FAMILY NAVIGATOR (PRESIDENT)

Event Sponsor Information

Organization Name: ST. JOSEPH ASSEMBLY # 2126 K of C

Organization Address: 5410 W. CHOLLA ST

Federal ID Number: _____

Dates & Hours of Event

Date	Hours	Date	Hours
Day 1: <u>4/26/14</u>	<u>6:00-11:00 PM</u>	Day 6: _____	_____
Day 2: _____	_____	Day 7: _____	_____
Day 3: _____	_____	Day 8: _____	_____
Day 4: _____	_____	Day 9: _____	_____
Day 5: _____	_____	Day 10: _____	_____

Event Activities

Patron Dancing Yes No Cover Charge Yes No If yes, Amount \$ _____

Live Entertainment Yes No If yes, Type _____

Adult Entertainment Yes No Outdoor dining Yes No

Food Served Yes No Outdoor Alcohol Consumption Yes No

FOR CITY USE ONLY



[Empty box for Account#]

Event Fencing

Will there be fencing? Yes No

If yes: Type of Material _____ Height of Fence _____
Number of Exit Gates _____ Width of Exit Gate(s) _____

Event Parking

Is Parking Area Exclusively for this Location? Yes No If yes: How many parking spaces? MORE THAN AMPLE

Will any part of the event be in a Parking Lot? Yes No Shared with other businesses? Yes No

Will there be Vendors Outside? Yes No If yes: How many ? _____

Permit Requirements*

Have you contacted the City Planning Department about any potential zoning restrictions or Use Permit requirements that may apply to this property or business? Yes No

If "NO," please contact Development Services Center at 623-930-2800 or visit them on the 2nd Floor of Glendale City Hall, 5850 W Glendale Avenue.

**Please note that approval of a Permit does not guarantee that you will be issued a liquor license.*

Interpreter Language

The applicant or agent may be asked to answer questions regarding this liquor application at the City Council meeting. The City can provide Spanish interpretation at no cost to the applicant.

Do you want to request Spanish interpretation assistance for the City Council meeting? Yes No

I swear or affirm I have read all of the above questions and have personally provided all of the information to the best of my knowledge and belief and that all of it is true. I understand that all information regarding ownership of the business is very important and relevant to the processing of my application. I understand that if I provide any false information in this application, it may result in either a recommendation of disapproval of this application by the City of Glendale, criminal charges being filed against me, or both.

Donald J. Loney
(Signature of person filling out this form)

3/20/14
(Date)

PLEASE SUBMIT THIS FORM ALONG WITH THE ARIZONA STATE LIQUOR LICENSE & CONTROL SPECIAL EVENT LIQUOR LICENSE APPLICATION



14-43

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-21-14

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

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

Application Type: **New License**

Definition: New License

Business Name: **Knights of Columbus (St. Joseph Assembly #2126)**

Business Address: **5510 W. Cholla St. (St. Helen Catholic Church)**

Applicant/s Information

Name: **Hulme, Ronald J.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/21/2013	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	2		
911 calls			
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	2		
Other criminal	1		
Total calls for service	6	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

100% percent of the proceeds from this Special Event go to the Knights of Columbus, St. Joseph Assembly #2126. This Special Event License is for a fund raising event.

Event is scheduled for 04-26-14 (Sat).

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-21-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>3/24/14</u>



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **APPROVE LIQUOR LICENSE NO. 3-732, FRY'S MARKETPLACE #625**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve adding non-transferable sampling privileges to an existing series 9 (Liquor Store - All Liquor) license for Fry's Marketplace #625 located at 6611 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 09070062 S) was submitted by Robert Joseph Nelson.

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

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 10,961. Approval of this application will add sampling privileges to Fry's Marketplace's existing series 9 license and will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	6
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	4
12	Restaurant	14
	Total	30

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

Community Benefit/Public Involvement

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



CITY COUNCIL REPORT

Attachments

Finance Department Report

Map

Police Calls for Service Report



FINANCE DEPARTMENT REPORT

Meeting Date: **4/22/2014**
To: **Brenda S. Fischer, ICMA-CM, City Manager**
From: **Susan Matousek, Revenue Administrator**
Title: **APPROVE LIQUOR LICENSE NO. 3-732, FRY'S MARKETPLACE #625**

General Information

Request: New, Non-Transferable

License: Sampling Privileges

Location: 6611 West Bell Road

District: Sahuaro

Zoned: C-2 (General Commercial)

Applicant: Robert Joseph Nelson

Owner: Smith's Food & Drug Centers, Inc.

Background

1. The population density is 10,961 persons within a one-mile radius.
2. The business is over 300 feet from any church or school.
3. This is a request to add sampling privileges to an existing series 9 license, therefore, the approval of this request will not increase the number of liquor licenses in the area. Sampling privileges are subject to the following rules which are regulated by the Arizona Department of Liquor Licenses and Control:
 - a. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
 - b. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
 - c. The licensed retailer shall make sales of sampled products from the licensed retail premises.
 - d. The licensee shall not charge any customer for the sampling of any products.
 - e. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
 - f. Accurate records of sampling products dispensed shall be retained by the licensee.
 - g. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounces of wine and one ounce of distilled spirits per person, per brand, per

day.

h. The sampling shall be conducted only on the licensed premise.

Citizen Participation to Date

No protests were received during the 20-day posting period, March 11 through March 31, 2014.

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 non-transferable sampling privileges, may take into consideration the location.

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

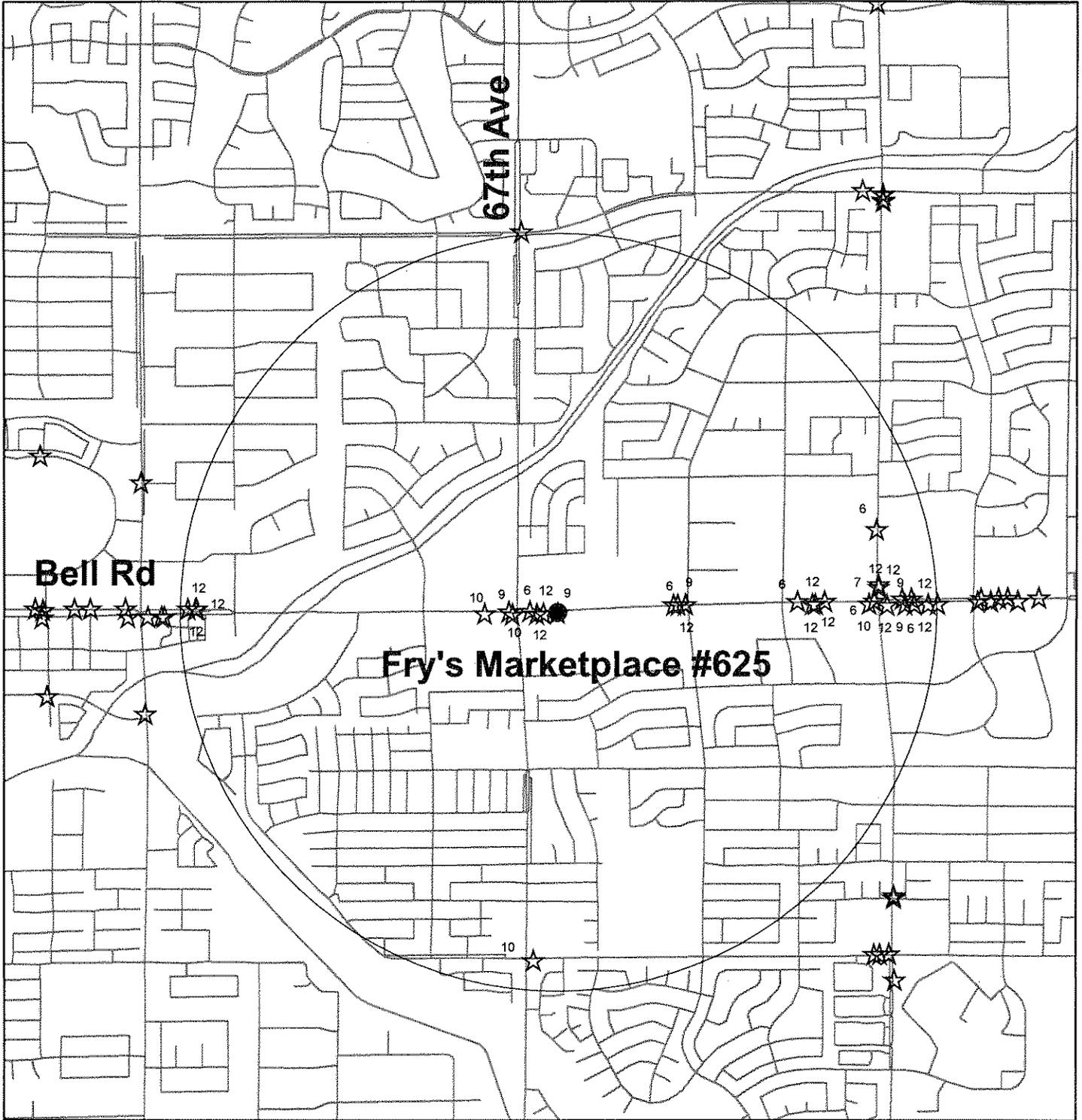
COMMUNITY AND ECONOMIC DEVELOPMENT: Approved the application with no comments.

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.



BUSINESS NAME: Fry's Marketplace #625	
LOCATION: 6611 W. Bell Road	ZONING: C-2
APPLICANT: Robert Joseph Nelson	APPLICATION NO: 3-732

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

14-36

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-12-14

License Type: **Series 9 - Sampling Privileges**

Definition: Allows a spirituous liquor store retailer to provide samples of spirituous liquors to customers, only under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee, in the original unbroken package, to be consumed on the premises.

Application Type: **Sampling Privileges**

Definition: Add "Sampling Privileges" to an existing Series 9 - Liquor Store (All spirituous liquor) license.

Business Name: **Fry's Marketplace #625**

Business Address: **6611 W. Bell Rd**

Applicant/s Information

Name: **Nelson, Robert Joseph**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/12/2013	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related	1		
Fights / Assaults	2		
Robberies	1		
Burglary / Theft	14		
911 calls			
Trespassing	3		
Accidents	3		
Fraud / Forgery	4		
Threats			
Criminal damage	3		
Other non-criminal*	10		
Other criminal	2		
Total calls for service	43	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Robert Nelson (Agent)
Smith's Food & Drug Centers Inc (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-12-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>3/13/14</u>



CITY COUNCIL REPORT

Meeting Date: 4/22/2014
Meeting Type: Voting
Title: APPROVE LIQUOR LICENSE NO. 5-13190, SMASHBURGER #1395
Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Smashburger #1395 located at 5870 West Thunderbird Road, Suite A-4. The Arizona Department of Liquor Licenses and Control application (No. 12079817) was submitted by Andrea D. Lewkowitz.

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

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 15,330. Smashburger #1395 is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	4
07	Bar - Beer and Wine	4
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	6
12	Restaurant	6
	Total	22

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

Community Benefit/Public Involvement

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



CITY COUNCIL REPORT

Attachments

Finance Department Report

Map

Police Calls for Service Report



FINANCE DEPARTMENT REPORT

Meeting Date: **4/22/2014**
To: **Brenda S. Fischer, ICMA-CM, City Manager**
From: **Susan Matousek, Revenue Administrator**
Title: **APPROVE LIQUOR LICENSE NO. 5-13190, SMASHBURGER #1395**

General Information

Request: New, Non-Transferable
License: Series 12 (Restaurant)
Location: 5870 West Thunderbird Road, Suite A-4
District: Sahuaro
Zoned: C-2 (General Commercial)
Applicant: Andrea D. Lewkowitz
Owner: Smashburger Acquisition Phoenix, LLC

Background

1. The population density is 15,330 persons within a one-mile radius.
2. The 300 feet from any church or school rule does not apply to this series license.
3. Smashburger #1395 is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.
4. This application is due to a change in ownership.

Citizen Participation to Date

No protests were received during the 20-day posting period, March 7 through March 27, 2014.

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 this new, non-transferable series 12 license, may take into consideration the applicant's capability, qualifications, and reliability.

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

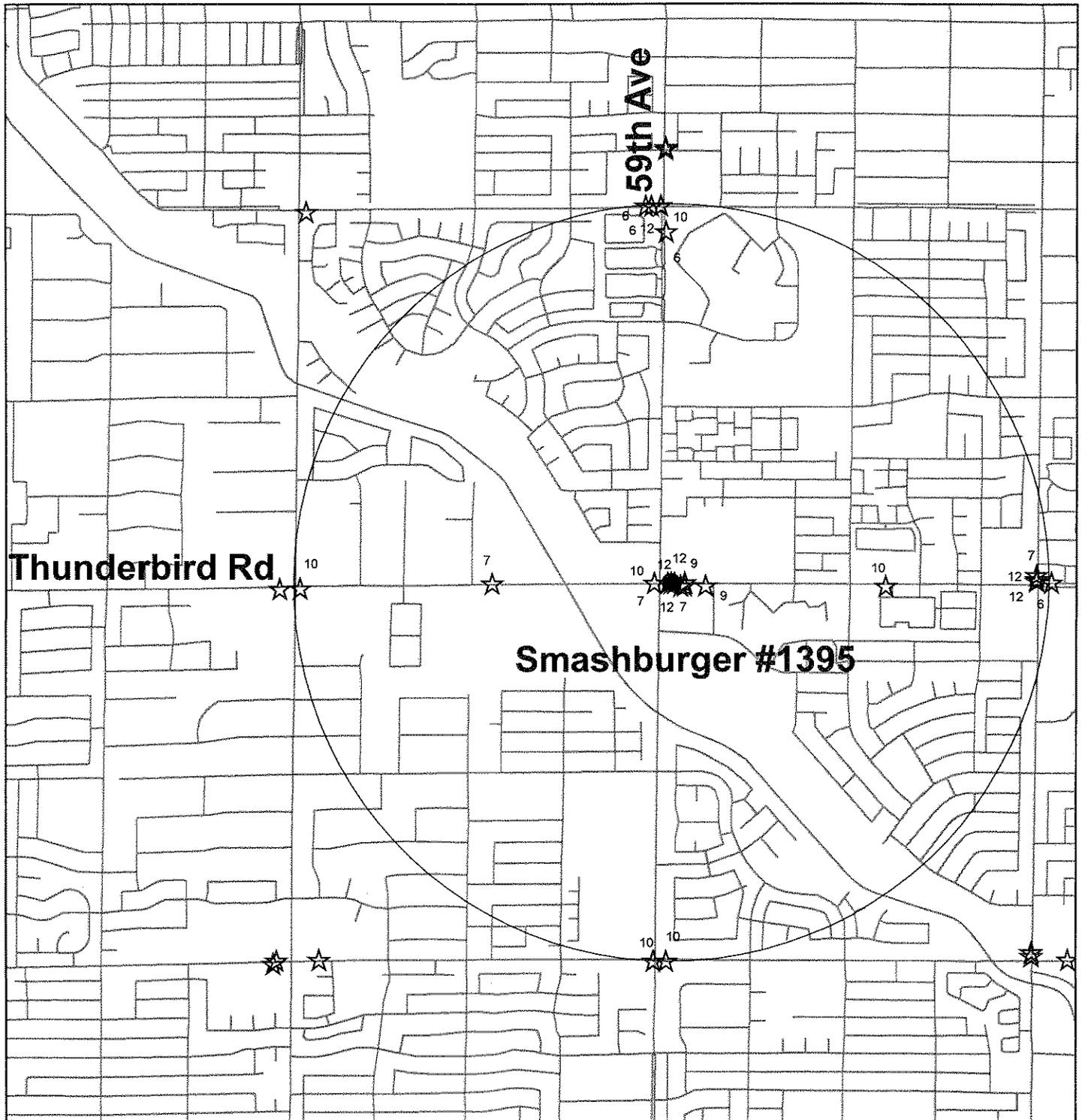
COMMUNITY AND ECONOMIC DEVELOPMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

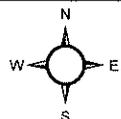
Staff Recommendation

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



BUSINESS NAME: Smashburger #1395
LOCATION: 5870 W. Thunderbird Rd. Suite A-4 **ZONING:** C-2
APPLICANT: Andrea D. Lewkowitz **APPLICATION NO:** 5-13190

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



14-31

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 02-11-14

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New license

Business Name: **Smashburger #1395**

Business Address: **5870 W. Thunderbird Rd #A4**

Applicant/s Information

Name: **Lewkowitz, Andrea (Agent)**

Name: **Crane, Scott Allan**

Name: **Moore, John Murrell**

Name: **Riske, Kurt Theodore (Manager)**

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/12/2009	Other Suites	New ownership call history beginning: 2/25/2014
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies		1	
Burglary / Theft	1	9	
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*	1	7	
Other criminal			
Total calls for service	3	17	0

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Andrea Lewkowitz (Agent)
Sunwest Burgers LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-12-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>3/13/14</u>



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **AUTHORIZATION TO APPROVE SOFTWARE MAINTENANCE AND SUPPORT WITH N. HARRIS COMPUTER CORPORATION**
Staff Contact: **Tom Duensing, Executive Director, Financial Services**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to execute any and all necessary documents to extend utility billing system software maintenance and support agreement with N. Harris Computer Corporation for an additional three years and to approve funding in an amount not to exceed \$185,200 over the three year period (\$58,700 in year 1, \$61,700 in year 2, and \$64,800 in year 3). This represents an annual increase of approximately five percent per year.

Background

On May 27, 2008, City Council awarded proposal 07-69 with N. Harris Computer Corporation for the municipal billing software system and a centralized cashing system. This billing system provides a full billing and customer account management system, service work orders, and a web portal.

This extension of the maintenance and support agreement will provide annual maintenance and technical support, revisions, updates, and enhancements to the software for the period of August 1, 2014 through July 31, 2017. Maintenance support will continue for three years unless terminated by either party by giving written notice within 90 days prior to the end of the renewal date.

Analysis

This extension is based upon the terms of the original contract with N. Harris Computer Corporation, Contract C-6423. It is common in the software industry for the software maintenance to be available only from the creator of the proprietary systems.

Previous Related Council Action

On May 27, 2008, City Council awarded proposal 07-69 (Contract C-6423) with N. Harris Computer Corporation for the municipal billing software system and a new centralized cashing system, including initial maintenance for the billing system through July 31, 2014.



CITY COUNCIL REPORT

Community Benefit/Public Involvement

The utility billing system provides citizens with improved online customer history reporting, optional paperless billing, duplicate billing requests, and a mobile work order management system for the Water Services field personnel for quicker turn off/on responses.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$185,200	2360-17020-518200, Customer Service Office

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Agreement

**CITY CLERK
ORIGINAL**

C-6423
05/27/2008

**SOFTWARE LICENCE, IMPLEMENTATION AND SUPPORT AND MAINTENANCE
AGREEMENT**

BETWEEN

N. HARRIS COMPUTER CORPORATION

- and -

CITY OF GLENDALE, ARIZONA

**1 Antares Drive, Suite 400
Ottawa, Ontario
K2E 8C4**

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**SOFTWARE LICENCE, IMPLEMENTATION
AND SUPPORT AND MAINTENANCE AGREEMENT**

THIS AGREEMENT made as of the 27th day of May, 2008.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Consultant")

- and -

CITY OF GLENDALE, ARIZONA
an Arizona municipal corporation ("Organization")

RECITALS

1. The Consultant owns the Software (as defined below);
2. The Organization wishes to: (a) acquire a license to utilize the Software; (b) retain the Consultant to perform the Services (as defined herein); and (c) enter into a support and maintenance contract (Schedule "D").
3. The Consultant wishes to: (a) grant the Organization a license to utilize the Software; and (b) provide the Services to the Organization, all upon the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) "Agreement," "this Agreement," "the Agreement," "hereof," "herein," "hereto," "hereby," "hereunder" and similar expressions mean this Software Licence, Implementation and Support and Maintenance Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified Article or Section of this Agreement.

- (b) **"Change Order"** means any written documentation between the Organization and Consultant evidencing their agreement to change particular aspects of this Agreement.
- (c) **"Completion of Services"** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (d) **"Designated Computer System"** shall mean the Organization's platform and operating system environment which is operating the Software.
- (e) **"Documentation"** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the Organization, or (2) the Service is provided to the Organization.
- (f) **"Event of Default"** has the meaning set out in Section 2.7(a) hereof.
- (g) **"Go-Live"** means the event occurring when the Organization first uses the Software as the Organization's predominant Software.
- (h) **"Project Scope of Work"** means the scope of work or statement of work appended hereto as Schedule "E" delineating, among other things, the Services that will be provided by Consultant to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties' respective representatives from time to time in accordance with the terms of this Agreement.
- (i) **"Required Programs"** has the meaning set out in Section 3.3(b) hereof.
- (j) **"Services"** has the meaning set out in Section 3.1 hereof.
- (k) **"Source Code"** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
- (l) **"License"** means the non-exclusive license granted to the Organization pursuant to Section 2.1 hereof, to configure and install the Software on the Organization's server computers to enable users to access and use the Software.
- (m) **"Software"** means the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and documentation provided by Consultant to Organization, including any such programs provided subsequent to this Agreement, and including all copies made by Organization. The Software to be provided by Consultant at the inception of this Agreement is identified on the attached Schedule A.

- (n) **“Support and Maintenance Agreement”** has the meaning set out in Section 3.4 hereof.
- (o) **“Warranty Period”** means a period of twelve months from the date of Completion of Services, during which time the Consultant shall correct any errors or malfunctions reported to the Consultant by the Organization in accordance with Section 6.3 of this Agreement.

1.2 Time of the Essence

Time shall be of the essence in and of this Agreement and every part hereof. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

1.4 Headings

The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

1.5 Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

1.6 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule “A”	Description of Software
Schedule “B”	Implementation Process and Timetable
Schedule “C”	Fee Structure and Payment Schedule
Schedule “D”	Support and Maintenance Agreement
Schedule “E”	Scope of Work – if applicable
Schedule “F”	Sample Change Order
Schedule “G”	RFP – Consultant response to Organization
Schedule “H”	System Software – if applicable
Schedule “I”	Hardware – if applicable
Schedule “J”	iNovah Central Cashiering Software Agreement
Schedule “K”	Software Escrow Agreement
Schedule “L”	Standard Support and Maintenance Services – Standard Guidelines
Schedule “M”	Westin Scope of Services

ARTICLE II SOFTWARE LICENCES

2.1 Grant of Licenses

Subject to the terms and conditions of this Agreement, the Consultant hereby grants to the Organization a personal, non-exclusive, non-transferable right and license to use the Software on the Designated Computer System (the "License").

Any Software furnished by Consultant in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System. Organization agrees that the original copy of all Software furnished by Consultant and all copies thereof made by Organization are and at all times remain the sole property of Consultant.

Any License granted under this Agreement permits the Organization to: (a) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (b) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality.

Within one (1) year after the date of this Agreement, Organization may optionally license from Consultant any of the Software identified in Schedule J for the corresponding prices listed in Schedule J. After the expiration of the one (1) year period, prices for the Software identified in Schedule J are subject to change in Consultant's sole discretion.

2.2 Term of License

The License granted herein commence on the date of this Agreement and is of indefinite duration unless terminated pursuant to the terms hereof.

2.3 Restrictions on Use

Except as expressly provided herein, the Organization may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the License granted under this Agreement without the prior written consent of Consultant.

Organization requires a separate License for each computer system or environment into which the Software or any portion thereof is read in machine-readable form for operation on such system or environment in a production environment. In addition each License permits the Organization to use the Software in: (1) a test environment; (2) a training environment; and (3) on a back-up or disaster recovery system. The Organization is also permitted to utilize the services of a hosting agent or third party organization ("Third Party") in relation to any of the above. In all cases the Third Party must adhere to all the terms and conditions of this Agreement and it is the responsibility of the Organization to ensure compliance.

Within thirty (30) days after discontinuance or termination of the License for any reason, including termination resulting from a breach by the Organization beyond the applicable notice and cure periods as provided in this Agreement, Organization shall deliver to Consultant the Software and all copies thereof in whichever form, including partial copies which may have been modified by Organization or Consultant. Alternatively, the Software and other related materials may be disposed in accordance with written instructions from Consultant. Upon prior written authorization from Consultant, Organization may be

permitted for a specific period after the termination of the License to retain one copy of certain materials for record purposes.

The Software and related materials supplied by Consultant are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Consultant remain with Consultant. Use of the Software and related materials supplied by Consultant is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted herein are reserved. Organization may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by Consultant.

2.4 Derivation, Modification and Copyright

- (a) The Organization agrees that it will not attempt to derive, or permit or help others to derive the Source Code relating to the Software or attempt to otherwise convert or alter the Software into human readable code. The Organization further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the Software.
- (b) The Organization shall have no right to modify any of the Software supplied by the Consultant for Organization's use under this Agreement without the prior written approval and direction of the Consultant.
- (c) The Organization agrees that it will not, except as otherwise expressly provided in this Agreement or except as dictated by Organization's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Software or other *proprietary information in any form*. The Organization agrees that it will not copy or otherwise reproduce the Software and that any additional copies as are reasonably necessary for the use of the Software shall be provided to the Organization through the issuance of additional Licenses at the Consultant's then current charges.
- (d) The Organization may duplicate Documentation, at no additional charge, for the Organization's use so long as all required proprietary markings are retained on all duplicated copies.

2.5 Ownership of Software and Confidential Information

- (a) The Organization acknowledges that the Software contains proprietary and confidential information of the Consultant which shall, at all times, remain the property of the Consultant. Through the grant of licenses pursuant to Section 2.1, the Organization is only entitled to use of the Software in accordance with the terms of this Agreement.
- (b) The Organization will ensure that the *Universal Copyright Convention symbol and other copyright and proprietary notices* of the Consultant will remain on the Software in machine-readable form. The Organization will take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) No third party, other than duly authorized agents or employees of the Organization authorized pursuant to the Licenses issued hereunder, shall have access to or use of the Software.
- (d) In order to assist the Consultant with the protection of its proprietary rights with respect to the Software and to enable the Consultant to ensure that the Organization is complying with its obligations with respect to the proprietary nature and confidentiality of the Software, the

Organization shall permit the Consultant to visit during normal business hours any premises at which the Software is used and shall provide the Consultant with access to such Software.

2.6 Provision of Source Code

- (a) The Organization's ability to utilize the Software will be seriously jeopardized if the Consultant fails to maintain or support such Software unless complete Source Code for the Software and related Documentation is made available to the Organization for the Organization's use in satisfying the Organization's maintenance and support requirements. Therefore, the Consultant agrees that if an "Event of Default" occurs, then the Consultant shall promptly provide to the Organization one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An Event of Default shall be deemed to have occurred if the Consultant: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and the Consultant has not promptly cured such failure despite the Organization's demand that the Consultant make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of the Consultant set forth in this Agreement.
- (c) The Consultant will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Software and available program maintenance Documentation which comprise the pre-coding detail design specifications, and all other available material necessary to allow a reasonably skilled programmer access to the Software without the assistance of the Consultant.
- (d) The governing License for the Software includes the right to use Source Code received under this Section as necessary to modify, maintain, and update the Software.
- (e) The Consultant will deposit in escrow with its Escrow Agent a copy of the Source Code which corresponds to the most current version of the Software in use by the Organization. The Organization shall pay the fees for new account set-up and annual fees of the Escrow Agent for services provided, including any fees to add the Organization as a beneficiary to such escrow and any verification and testing of the escrow deposit which may be undertaken by the Escrow Agent at the Organization's request. The Consultant's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve the Consultant of its obligations to the Organization described in this Section.
- (f) If, as a result of an Event of Default, the Consultant fails to provide required support services, then any periodic license fee which the Organization is required to pay under this Agreement for Software shall be reduced to reflect such lack of support services. At such time as the Consultant commences offering the support services described in this Agreement for Software, the Organization may obtain such support Services as provided for elsewhere in this Agreement.

2.7 Ownership and Disposition of Documents

The Organization shall be the exclusive owner of all materials and documents which were developed or prepared by the Consultant specifically for the Organization pursuant to this Agreement. All materials and documents which were developed or prepared by the Consultant for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of the Consultant.

ARTICLE III CONSULTING SERVICES

3.1 The Consultant's Services

In order to achieve the Completion of Services, the Consultant agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization:

- (a) Perform the services outlined in Schedule "E" Scope of Work or Statement of Work. Furthermore, Consultant shall oversee the performance of services by any subcontractor engaged to provide software and services to the Organization by the Consultant under Schedule "E."
- (b) Oversee and implement the conversion from the Organization's existing software applications to the Consultant's Software substantially in accordance with the timetable attached hereto as Schedule "B."
- (c) Install the Software, perform necessary set up and configuration operations, perform initial testing and parallel testing in accordance with the timetable attached hereto as Schedule "B."
- (d) Provide the training substantially in accordance with the timetable attached hereto as Schedule "B."
 - (i) Consultant recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Consultant may assess an additional charge for additional instructors.
 - (ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.
 - (iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.
 - (iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Organization with fourteen (14) days or less of scheduled on-site Services may be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Consultant due to advance scheduling of travel if Organization cannot reschedule said Service resources. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Consultant's then current schedule permits. Consultant is not responsible for any delay in Organization's project resulting from Organization's cancellation of training. If upon Consultant arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by the Consultant, then the Organization may be billed 100% of the on-site fee and scheduled on-site services can be cancelled by the Consultant with approval of the Organization's project manager. If additional services are required because the

Organization was not adequately prepared, Consultant will provide a Change Order to the Organization for the additional services.

3.2 Performance by Consultant

- (a) Manner of Performance -- The Consultant shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- (b) Consultant's Discretion -- The Consultant shall determine, in consultation with Organization, the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. The Consultant will communicate openly with the Organization on its methodology, manner and means.
- (c) Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. The Consultant agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
- (d) Inquiries by Organization -- The Consultant shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.
- (e) Project Manager -- The Consultant shall appoint a project manager (the "Project Manager") who shall work closely with the Organization to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Consultant and their co-operation with and participation in such process.

3.3 Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.
- (b) Required Programs -- The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in the attached Schedule "A," and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.
- (c) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") and other duly appointed representatives who shall work closely with the Consultant to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.
- (d) Additional Organization Obligations
 - (i) Organization shall at its discretion install all corrections and maintenance releases. However, any fix or correction designated as "critical" by Consultant shall be

implemented by Organization within thirty (30) days of notification to the Organization by Consultant of its availability.

- (ii) Organization shall notify Consultant of suspected defects in any of the Software supplied by Consultant. Organization shall provide, upon Consultant request, additional data deemed necessary or desirable by Consultant to reproduce the environment in which such defect occurred.
- (iii) Organization shall allow the use of online diagnostics on the Software supplied by Consultant to Organization, if required by Consultant during problem diagnosis. Organization shall provide to Consultant, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).
- (iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Consultant manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Consultant and Organization, Organization agrees that such personnel will be trained by Consultant or Organization within fifteen (15) days of determination. If Organization desires Consultant to perform the required training then Consultant shall be compensated in accordance with this Agreement.
- (v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Consultant with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
- (vi) Organization shall have the sole responsibility for:
 - (1) the performance of any tests it deems necessary prior to the use of the Software.
 - (2) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
 - (3) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
 - (4) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Consultant Software.

3.4 Support and Maintenance Agreement

Concurrently with the execution and delivery of this Agreement, the Consultant and the Organization have entered into a support and maintenance agreement (the "Support and Maintenance Agreement") in the form of and on the terms set out in the attached Schedule "D" which shall apply in respect of the ongoing services and support to be provided by the Consultant to the Organization following the Completion of Services. Notwithstanding the ongoing application of the Support and Maintenance Agreement, the terms and conditions of this Agreement, insofar as they relate to the Software and the Documentation and the rights and obligations of the parties with respect thereto, shall continue to apply and the Support and Maintenance Agreement is not intended to, nor will it, apply to the exclusion of this Agreement. Consultant shall have no obligation under this Agreement to render any maintenance services

or related services with respect to non-Consultant software, except as contracted for in writing with the Organization.

3.5 Stages of Services

For descriptive purposes, this provision is intended to set out the two stages pertaining to the Services and the ongoing support and maintenance of the Software. They are as follows:

- (a) Start to Completion of Services – during this stage, all Services will be performed and the Software will be tested to the reasonable satisfaction of the Organization, until the Organization is prepared to commit to the Software as its predominant business system.
- (b) Support Phase – following the Completion of Services, for so long as a Support and Maintenance Agreement is in effect, the Consultant shall be required to correct any programming defects, errors and malfunctions, and provide the Organization with any updates of, or modifications to, the Software.

For greater certainty, during each of the above phases (subject only to the requirement that an effective Support and Maintenance Agreement is in place during the Support Phase), the Consultant will be required to correct any programming defects, errors and malfunctions which may occur in respect of the Software.

ARTICLE IV HARDWARE

4.1 Hardware

This Article IV shall only be applicable in the event any hardware is listed on Schedule I.

- (a) Organization may purchase the hardware per the specifications listed on the attached Schedule I (collectively the “Hardware”).

ARTICLE V OTHER SOFTWARE

5.1 Other Software

The procurement of the software specified within Schedule “J” will be facilitated by Consultant and is included in the total sales price under this Agreement, however, Organization will coordinate with the third party vendor separately for any required consulting services in connection with implementation of the software.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 Warranty of Performance

Consultant warrants to Organization that the software, material and services to be provided will be of the kind and quality referred to in the Statement of Work response (Schedule “E”), Consultant manuals and other documentation provided. All software and system documentation, including Consultant manuals and other documentation, is made available through the on-line help facility provided in the software. Organization’s sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software. The Consultant warrants to the Organization that the Software will perform as described if the Software is properly used in accordance with the Consultant’s instructions. This warranty is void if the Organization or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from third party software, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

6.2 Intellectual Property Rights

The Consultant warrants:

- (a) that it has the full right, authority and power to enter into this Agreement and to grant to the Organization the Licenses and rights conveyed by this Agreement; and
- (b) that the Software is an original work of authorship and does not infringe on the intellectual property rights of others.

6.3 Corrections

The Consultant covenants that it will make corrections of program malfunctions which are reported in writing to the Consultant during the Warranty Period and which are necessary for the Software to conform to this Agreement. The Organization agrees to allow the Consultant the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement. Consultant agrees that program malfunctions that result in an inoperable system resulting in a financial impact to the Organization, or inefficient work-around, will be given its highest priority with the problem corrected as soon as practicably possible using its most experienced and knowledgeable resources. The Consultant will strive to have any and all malfunctions resolved within no more than two days.

6.4 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, the Consultant does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

- (a) that the functions contained in the Software will operate in the combinations which may be selected for use by the Organization or will meet the Organization's requirements and satisfy its intended results; or
- (b) that the operation of the Software will be error free or that:
 - (i) any programming errors will be corrected after the Warranty Period, or
 - (ii) any updates of, or modifications to, the Software will be made available to the Organization after the Warranty Period,

In each case unless there is an effective Support Agreement in place after the Warranty Period in respect of the period of time during which any such programming errors require correction, or any updates of, or modifications to, the Software, are developed by the Consultant and made available to the other licensees of the Software.

**ARTICLE VII
FEES AND PAYMENTS**

7.1 Fees and Payments

- (a) *The Organization agrees to pay the Consultant total fees of \$695,000. The fee structure and payment schedule is outlined in the attached Schedule "C." In addition, the Organization agrees to pay the Consultant \$169,362 for services and software provided to the Organization by the vendor identified in Schedule "J." The structure and payment schedule is outlined in the attached Schedule "C."*
- (b) *During the term of this Agreement, Consultant shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Consultant shall be due and payable within thirty (30) days of receipt by Organization.*
- (c) *The Organization shall reimburse the Consultant for its direct expenses, including, but not limited to courier services, photocopying, faxing and reproduction, all reasonable travel costs including meal expenses of not more than \$50.00 per diem (no receipts provided), a travel time rate of \$50.00 per hour with maximum three (3) hours per round trip, and a mileage charge based on the current Internal Revenue Service recommended rate per mile, long distance telephone calls, and all other reasonable expenses incurred in the performance of the Consultant's duties.*
- (d) *In addition to all other amounts payable under this Agreement, to the extent escrow fees are charged by the Escrow Agent to the Consultant on a per licensee basis or are otherwise charged in such a manner so as to be reasonably allocable to the Organization, the Organization shall pay such fees charged by the Escrow Agent for performing its obligations under Section 2.6. The Consultant shall use its commercially reasonable efforts to negotiate the best possible fee structure with the Escrow Agent. The Escrow Agent may charge a one-time annual fee or a fee based on the number of beneficiaries entitled to access the Source. In either case, the Consultant shall be entitled to pass on to the Organization any fees relating to the Escrow Agent reasonably attributable to the Organization, provided that the Organization remains entitled to access the Source pursuant to Section 2.6. Upon receiving any invoice from the Escrow Agent that requires payment by the Organization, the Consultant shall submit the relevant invoice to the Organization, together with background documentation confirming the amount attributable to the Organization. Within 30 days following receipt of such invoice, the Organization shall reimburse the Consultant for the amounts attributable to the Organization, as more particularly set out in the documentation submitted by the Consultant. The Consultant reserves the right to change the Escrow Agent from time to time in order to obtain the most appropriate package of fees and services, as determined by the Consultant, pending approval by Organization. In the event that the Escrow Agent is replaced, prompt written notice of such replacement shall be provided to the Organization and the Organization shall execute any documentation reasonably required by the Escrow Agent in order to give effect to the provisions of this Agreement.*
- (e) *In the event Organization fails to pay all or any portion of an invoice on or before thirty (30) days after the date of the invoice, the invoice payment shall be considered past due. Organization further agrees, at the request of Consultant, to pay a late payment charge to Consultant at the rate of two percent (2%) per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is past due; provided, however, that Consultant shall not assess the foregoing late*

payment charge if Organization has been late in paying Consultant on less than three (3) previous occasions within the last calendar year.

- (f) In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Consultant has under this Agreement or otherwise, Consultant shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.
- (g) Consultant shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Consultant may be required to collect or pay upon the sale, use or delivery of the Software, Services or Support and Maintenance described in this Agreement shall be paid by Organization and such sums shall be due and payable to Consultant upon receipt of an invoice therefore. Any personal property taxes levied after delivery of the Software described in this Agreement shall be paid by Organization.

7.2 Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of the Consultant applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. The Organization's and Consultant's project managers will approve and will not unreasonably withhold any such proposed changes (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Services and may be subject to approval of the Organization's governing body), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule "F."

ARTICLE VIII REMEDIES AND LIABILITY

8.1 Remedies and Liability

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Agreement. The parties agree that in all such circumstances the Organization's exclusive remedy shall be limited to Consultant's liabilities as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- (c) For breach or default by the Consultant or otherwise in connection with this Agreement, including a breach or default entitling the Organization to rescind or be discharged from the provisions of this Agreement and whether in the nature of a breach of condition or a fundamental breach, the

Organization may, in addition to electing if so entitled to rescind or be discharged from the provisions of this Agreement, shall be paid by the Consultant the Organization's direct damages to a maximum amount equal to, and the Consultant shall in no event be liable in excess of, the lesser of the fees payable to the Consultant provided for herein, and the amount actually paid by the Organization to the Consultant under this Agreement up to and including the date of termination, provided that if this Agreement is terminated following expiration of the warranty period damages shall be limited to: (1) the fees actually paid by the Organization under any change orders agreed by the parties under this Agreement in respect of which the services or other deliverables contemplated by such change orders have not been completed or delivered in conformity with the requirements or standards specified in such change orders; (2) to the extent a support agreement is then in effect and is terminated, any amounts which may be claimed by the Organization under the support agreement; and (3) all fees paid by the Organization based on a four (4) year depreciable life of the system.

- (d) In the event of any litigation or arbitration arising out of this Agreement, the successful party shall be entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in such litigation or arbitration.
- (e) The limitations and exclusive remedies set out above do not apply to any performances or conduct required of Consultant pursuant to Article III of this Agreement through 18 months from the date of execution of this Agreement.

8.2 Intent

The parties hereby confirm that waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

8.3 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Agreement, except as expressly so stated, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE IX INDEMNITY

9.1 Indemnity

The Organization shall indemnify and save harmless the Consultant, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by the Organization of any obligation contained in this Agreement to be observed or performed by the Organization, or any wrongful act or negligence of the Organization or its agents or employees which relates to this Agreement, howsoever arising. The Organization acknowledges and agrees that this indemnity shall survive any termination of this Agreement.

The Consultant shall indemnify and save harmless the Organization, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits,

proceedings and judgements (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by the Consultant of any obligation contained in this Agreement to be observed or performed by the Consultant, or any wrongful act or negligence of the Consultant or its agents or employees which relates to this Agreement, howsoever arising. The Consultant acknowledges and agrees that this indemnity shall survive any termination of this Agreement.

ARTICLE X GENERAL

10.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

10.2 Confidentiality

(a) Duty Owed to the Organization -- The Consultant acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, the Consultant agrees:

- (i) to maintain this information in confidence;
- (ii) not to use this information other than in the course of this Agreement;
- (iii) not to disclose or release such information except on a need-to-know only basis;
- (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of the Consultant; and
- (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the Consultant, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

(b) Duty Owed to the Consultant -- The parties agree that if the Organization shall breach any term of Section 2.5 of this Agreement entitled "Ownership of Software and Confidential Information," then the Consultant shall have the right to terminate this Agreement and the grant of licences herein forthwith without giving notice as set forth in Section 10.3(b). Notwithstanding any other provision of this Agreement regarding confidentiality, secrets, or protected rights, Consultant acknowledges that all documents or material provided to Organization may be subject to disclosure by laws related to open public records. Consequently, Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event Organization receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, Organization agrees to provide

Consultant with notice of that request, which shall be deemed given when deposited by Organization with the United States Postal System for regular delivery to the address of Consultant specified herein for notices. Within ten (10) days of Organization notice by Organization, Consultant will inform Organization in writing of any objection by Consultant to the disclosure of the requested information. Failure by Consultant to object timely shall be deemed to waive any objection and any remedy against Organization for disclosure. In the event Consultant objects to disclosure within the time specified, Consultant agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which Consultant does not object thereto. Furthermore, Consultant agrees to indemnify and hold harmless Organization from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending Organization in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

10.3 Termination

- (a) If the Consultant should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify the Consultant in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Consultant must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Consultant fails to correct the default, or issue a notice disputing the alleged default, in either case within thirty (30) days following receipt of the Default Notice, the Organization may terminate the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for those Services performed up to the time of communication of such notice of termination to the Consultant.
- (b) If the Organization should fail to comply with its obligations under this Agreement, the Consultant must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to the Consultant, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within thirty (30) days following receipt of the Default Notice, the Consultant may terminate the part of this Agreement relating to the provision of Services and in such case the Organization will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

10.4 Procedure on Termination

If this Agreement is terminated, then within thirty (30) days following such termination, the Organization may return the Software to the Consultant and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have been returned to the Consultant. Any fees paid for Software by Organization shall be refunded upon proof of return and removal of Software from Organization's possession. If this Agreement is terminated and the Organization chooses to retain a copy of the Software in its possession it shall not be entitled to any additional Licences, nor will it receive updates of, or modifications to, the Software made by the Consultant, unless Organization maintains a current license and support and maintenance agreement. Finally, it will not be entitled to access the Source through exercise of the licence granted pursuant to Section 2.6 of this Agreement. Notwithstanding the

foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality.

10.5 Mediation

The parties may agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

10.6 Accounts and Records

The Consultant shall:

- (a) keep proper and detailed accounts in accordance with accepted accounting practices of all factors entering into the computation of the amounts payable pursuant to this Agreement; and
- (b) for a period of two years from the date of Completion of Services by the Consultant, preserve all accounts and other documentation relating to the Organization and keep them available for inspection by the Organization or its representative, at any time. The Consultant agrees that this obligation shall survive any termination of this Agreement.

10.7 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

N. HARRIS COMPUTER CORPORATION
Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: Rob DiMurro
Telephone: 613-226-5511, extension 2149

and in the case of the Organization, to:

CITY OF GLENDALE
6829 N 58th Dr Suite 202
Glendale, AZ 85301-2599
Attention: Jim Swaziek, CPPO

Telephone: 623-930-2867

with a copy to:

Glendale City Attorney's Office
City of Glendale
5850 W. Glendale Avenue
Glendale, AZ 85301

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 10.7.

10.8 Assignment

Neither Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.9 Reorganizations

The Organization acknowledges that the License fee set out in this Agreement has been established on the basis of the structure of the Organization at the date of this Agreement. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, the Consultant shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 10.9 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 10.9 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from the Consultant. For purposes of this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 10.8 will apply, or a Reorganization, in which case Section 10.9 will apply, but it is not intended that Sections 10.8 and 10.9 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

10.10 Binding Agreement and Enurement

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.11 Entire Agreement

This Agreement, along with accompanying Schedules and Attachments, shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

10.12 Section Headings

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

10.13 Independent Contractor

Organization engages Consultant under this Agreement solely as an independent contractor to perform Consultant duties which are described in this Agreement. Organization and Consultant expressly acknowledge and agree that Consultant is the independent contractor of Organization and nothing contained in this Agreement or which otherwise exists shall be construed by Organization, Consultant or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

10.14 Governing Law

This Agreement shall be governed by the laws of the State in which Organization is located.

10.15 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

10.16 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

10.17 Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

10.18 Competitive Bid

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Consultant. Organization agrees that Consultant may disclose all or any portion of this Agreement to any of its current or prospective customers.

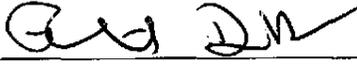
10.19 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purposes of this Agreement and carry out its provisions.

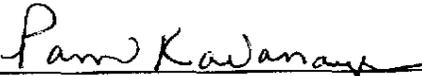
[Signatures appear on following page.]

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

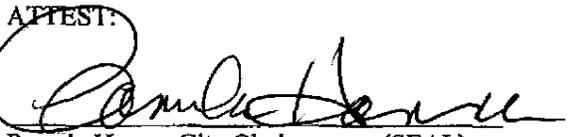
N. HARRIS COMPUTER CORPORATION

Per: 
Name: Rob DiMurro
Title: Executive Vice President

**City of Glendale, Arizona,
an Arizona municipal corporation**

Per: 
Name:
Title: assistant city manager

Per: _____
Name:
Title:

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall, City Attorney

Schedule "A"

Description of Software

Software Provided by Consultant

- NorthStar version 6.x
- eCare
- Executive Information System (EIS)
- eDocs

- mCare
- Cognos Embedded Report Writer
- FourJ's

Java clients

(All of the above will be the current version at go-live date)

Required Programs

- Windows 2000/XP/2003
- Appropriate Network Software
- Server operating systems
- MS SQL Enterprise Server 2003 or above

Schedule "B"

Implementation Process and Timetable

I. COMPLETION OF SERVICES – GLOBAL TIMETABLE

1. Project Commencement Date: ● Reference Schedule E
2. Estimated Project Completion Date: ● Reference Schedule E
3. Consultant's Project Manager: ● Reference Schedule E
4. Organization's Project Manager: ● Reference Schedule E
5. Project Schedule: ● Reference Schedule E

II. COMPLETION OF SERVICES – KEY PHASE TIMETABLES

1. Conversion Process

- Projected Commencement Date: ● Reference Schedule E
- Projected Completion Date: ● Reference Schedule E
- Estimated Hours Required: ● Reference Schedule E

2. Installation/Setup

- Projected Commencement Date: ● Reference Schedule E
- Projected Completion Date: ● Reference Schedule E
- Estimated Hours Required: ● Reference Schedule E

3. Training

The parties will agree upon an appropriate training schedule based on, among other things, the modules in respect of which training is required and the skills and availability of Organization staff members.

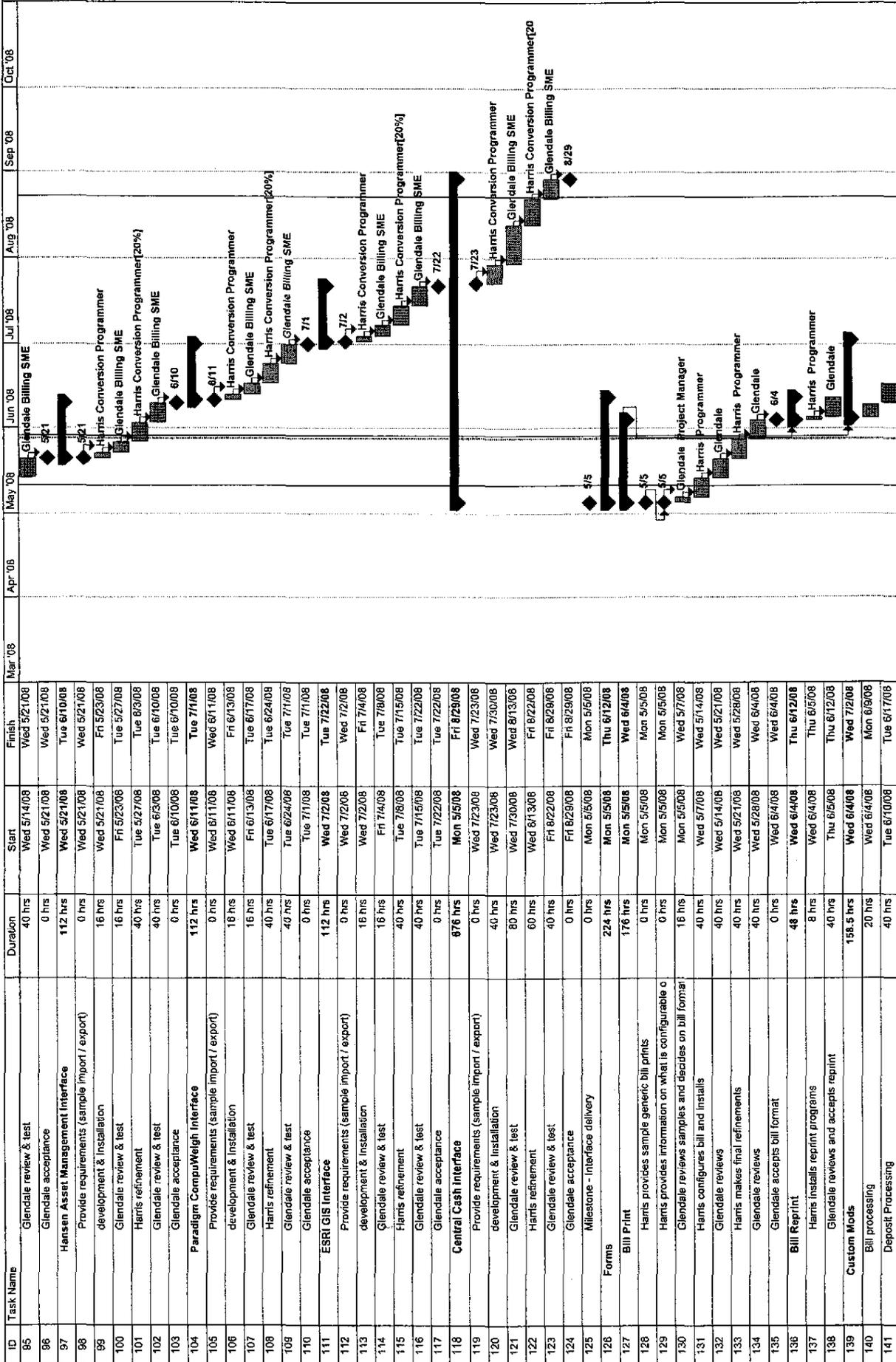
CIS Implementation
(for discussion)

ID	Task Name	Duration	Start	Finish	Apr '08	May '08	Jun '08	Jul '08	Aug '08	Sep '08	Oct '08
1	Glendale CIS Implementation	1940 hrs	Mon 4/7/08	Wed 4/11/08							
2	Milestone - Contract signing	0 wks	Mon 4/7/08	Mon 4/7/08	4/7						
3	Project Initiation	120 hrs	Mon 4/7/08	Mon 4/28/08							
4	eFO Customer Setup	0 hrs	Mon 4/7/08	Mon 4/7/08	4/7						
5	Review RFP & contact	40 hrs	Mon 4/7/08	Mon 4/14/08							
6	Assign Application Consultant	0 hrs	Mon 4/14/08	Mon 4/14/08	4/14						
7	Assign Conversion Programmer	0 hrs	Mon 4/14/08	Mon 4/14/08	4/14						
8	Deliver Billing Questionnaires	0 hrs	Mon 4/14/08	Mon 4/14/08	4/14						
9	Review and return Questionnaires	80 hrs	Mon 4/14/08	Mon 4/28/08							
10	Project Kickoff	48.5 hrs	Mon 4/7/08	Mon 4/14/08							
11	Provide Kickoff Agenda	0 hrs	Mon 4/7/08	Mon 4/7/08	4/7						
12	Kickoff call	8 hrs	Fri 4/11/08	Mon 4/14/08							
13	Project Plan	148 hrs	Mon 4/14/08	Fri 5/9/08							
14	Develop draft Project Plan	40 hrs	Mon 4/14/08	Mon 4/21/08							
15	Deliver draft Project Plan	8 hrs	Mon 4/21/08	Tue 4/22/08							
16	Review Project Plan	80 hrs	Tue 4/22/08	Tue 5/6/08							
17	Project Plan Review Meeting	8 hrs	Tue 5/6/08	Wed 5/7/08							
18	Refine Project Plan from Glendale review	8 hrs	Wed 5/7/08	Thu 5/8/08							
19	Acceptance & baseline Project Plan	4 hrs	Thu 5/8/08	Fri 5/9/08							
20	Fit Analysis	128 hrs	Mon 4/14/08	Tue 5/6/08							
21	Fit analysis session	40 hrs	Mon 4/14/08	Mon 4/21/08							
22	Write report	80 hrs	Mon 4/21/08	Mon 5/5/08							
23	Milestone - Fit analysis	0 hrs	Mon 4/14/08	Mon 4/14/08	4/14						
24	Review report	80 hrs	Mon 4/14/08	Mon 4/28/08							
25	Define Business Requirement Documents (BRDs)	40 hrs	Mon 4/14/08	Mon 4/21/08							
26	Estimate BRDs	40 hrs	Mon 4/21/08	Mon 4/28/08							
27	Approve BRDs	40 hrs	Mon 4/28/08	Mon 5/5/08							
28	Revise report	8 hrs	Mon 5/5/08	Tue 5/6/08							
29	Accept report	0 hrs	Tue 5/6/08	Tue 5/6/08							
30	Modification Documentation	168 hrs	Tue 5/6/08	Wed 6/4/08							
31	Document FRDs	40 hrs	Tue 5/6/08	Tue 5/13/08							
32	Quote FRDs	8 hrs	Tue 5/13/08	Wed 5/14/08							
33	Approve FRDs	120 hrs	Wed 5/14/08	Wed 6/4/08							
34	Milestones - Completion of requirements/project scope	0 hrs	Tue 5/6/08	Tue 5/6/08							
35	Conversion	344 hrs	Mon 5/5/08	Thu 7/3/08							
36	Initial Conversion & Data Validation	344 hrs	Mon 5/5/08	Thu 7/3/08							
37	Data Extraction from Legacy System	80 hrs	Mon 5/5/08	Mon 5/19/08							
38	Data Mapping	6 hrs	Mon 5/19/08	Tue 5/20/08							
39	Document Issues/ Questions	4 hrs	Tue 5/20/08	Wed 5/21/08							
40	Deliver answers / questions list	0 hrs	Wed 5/21/08	Wed 5/21/08							
41	Deliver answers to issues / questions	40 hrs	Wed 5/21/08	Wed 5/28/08							
42	Data Mapping	36 hrs	Wed 5/28/08	Tue 6/3/08							
43	Conversion Programming	80 hrs	Tue 6/3/08	Tue 6/17/08							
44	Conversion validation (1st pass)	8 hrs	Tue 6/17/08	Wed 6/18/08							
45	Milestone - Initial conversion delivery	0 hrs	Wed 6/18/08	Wed 6/18/08							
46	Conversion programming	80 hrs	Wed 6/18/08	Wed 7/2/08							
47	Conversion validation (2nd pass)	8 hrs	Wed 7/2/08	Thu 7/3/08							

Project: CIS Implementation
Date: Wed 5/28/08

Summary
 Rollover Progress
 Rollover Task
 Rollover Milestone
 Task
 Progress
 Milestone
 Project Summary
 Group By Summary
 Deadline

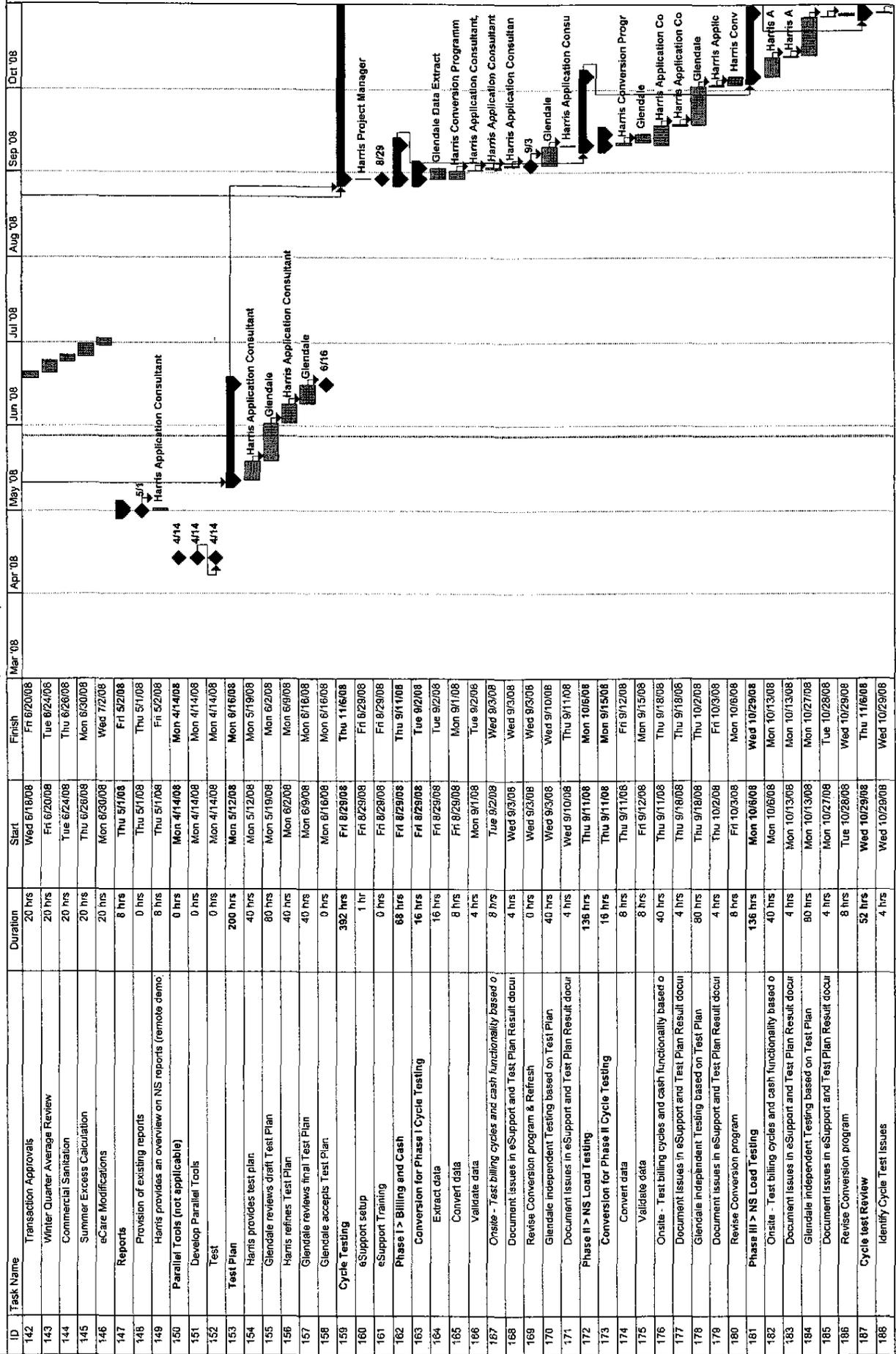
CIS Implementation
(for discussion)



Task [Bar] **Summary** [Bar] **Roll Up Progress** [Bar] **Project Summary** [Bar]
Progress [Bar] **Roll Up Task** [Bar] **Group By Summary** [Bar]
Milestone [Bar] **Roll Up Milestone** [Bar] **External Tasks** [Bar] **Deadline** [Bar]

Project: CIS Implementation
 Date: Wed 5/28/08

CIS Implementation
(for discussion)



ID	Task Name	Duration	Start	Finish
142	Transaction Approvals	20 hrs	Wed 6/18/08	Fri 6/20/08
143	Winter Quarter Average Review	20 hrs	Fri 6/20/08	Tue 6/24/08
144	Commercial Sanitation	20 hrs	Tue 6/24/08	Thu 6/26/08
145	Summer Excess Calculation	20 hrs	Thu 6/26/08	Mon 6/30/08
146	eCare Modifications	20 hrs	Mon 6/30/08	Wed 7/2/08
147	Reports	8 hrs	Thu 5/1/08	Fri 5/2/08
148	Provision of existing reports	0 hrs	Thu 5/1/08	Thu 5/1/08
149	Harris provides an overview on NS reports (remote demo)	8 hrs	Thu 5/1/08	Fri 5/2/08
150	Parallel Tools (not applicable)	0 hrs	Mon 4/14/08	Mon 4/14/08
151	Develop Parallel Tools	0 hrs	Mon 4/14/08	Mon 4/14/08
152	Test	0 hrs	Mon 4/14/08	Mon 4/14/08
153	Test Plan	200 hrs	Mon 5/12/08	Mon 6/16/08
154	Harris provides test plan	40 hrs	Mon 5/12/08	Mon 5/19/08
155	Glendale reviews draft Test Plan	80 hrs	Mon 5/19/08	Mon 6/2/08
156	Harris refines Test Plan	40 hrs	Mon 6/2/08	Mon 6/9/08
157	Glendale reviews final Test Plan	40 hrs	Mon 6/9/08	Mon 6/16/08
158	Glendale accepts Test Plan	0 hrs	Mon 6/16/08	Mon 6/16/08
159	Cycle Testing	392 hrs	Fri 8/29/08	Thu 11/6/08
160	eSupport setup	1 hr	Fri 8/29/08	Fri 8/29/08
161	eSupport Training	0 hrs	Fri 8/29/08	Fri 8/29/08
162	Phase I > Billing and Cash	68 hrs	Fri 8/29/08	Thu 9/11/08
163	Conversion for Phase I Cycle Testing	16 hrs	Fri 8/29/08	Tue 9/2/08
164	Extract data	16 hrs	Fri 8/29/08	Tue 9/2/08
165	Convert data	8 hrs	Fri 8/29/08	Mon 9/1/08
166	Validate data	4 hrs	Mon 9/1/08	Tue 9/2/08
167	Onsite - Test billing cycles and cash functionality based on	8 hrs	Tue 9/2/08	Wed 9/3/08
168	Document issues in eSupport and Test Plan Result docu	4 hrs	Wed 9/3/08	Wed 9/3/08
169	Revise Conversion program & Refresh	0 hrs	Wed 9/3/08	Wed 9/3/08
170	Glendale independent Testing based on Test Plan	40 hrs	Wed 9/3/08	Wed 9/10/08
171	Document issues in eSupport and Test Plan Result docu	4 hrs	Wed 9/10/08	Thu 9/11/08
172	Phase II > NS Load Testing	136 hrs	Thu 9/11/08	Mon 10/6/08
173	Conversion for Phase II Cycle Testing	16 hrs	Thu 9/11/08	Mon 9/15/08
174	Convert data	8 hrs	Thu 9/11/08	Fri 9/12/08
175	Validate data	8 hrs	Fri 9/12/08	Mon 9/15/08
176	Onsite - Test billing cycles and cash functionality based on	40 hrs	Thu 9/11/08	Thu 9/18/08
177	Document issues in eSupport and Test Plan Result docu	4 hrs	Thu 9/18/08	Thu 9/18/08
178	Glendale independent Testing based on Test Plan	80 hrs	Thu 9/18/08	Thu 10/2/08
179	Document issues in eSupport and Test Plan Result docu	4 hrs	Thu 10/2/08	Fri 10/3/08
180	Revise Conversion program	8 hrs	Fri 10/3/08	Mon 10/6/08
181	Phase III > NS Load Testing	136 hrs	Mon 10/6/08	Wed 10/29/08
182	Onsite - Test billing cycles and cash functionality based on	40 hrs	Mon 10/6/08	Mon 10/13/08
183	Document issues in eSupport and Test Plan Result docu	4 hrs	Mon 10/13/08	Mon 10/13/08
184	Glendale independent Testing based on Test Plan	80 hrs	Mon 10/13/08	Mon 10/27/08
185	Document issues in eSupport and Test Plan Result docu	4 hrs	Mon 10/27/08	Tue 10/28/08
186	Revise Conversion program	8 hrs	Tue 10/28/08	Wed 10/29/08
187	Cycle test Review	52 hrs	Wed 10/29/08	Thu 11/6/08
188	Identify Cycle Test Issues	4 hrs	Wed 10/29/08	Wed 10/29/08

Project: CIS Implementation
Date: Wed 5/28/08

Task: [Task Icon] Task
Progress: [Progress Icon] Progress
Milestone: [Milestone Icon] Milestone

Summary: [Summary Icon] Summary
Rolled Up Task: [Rolled Up Task Icon] Rolled Up Task
Rolled Up Milestone: [Rolled Up Milestone Icon] Rolled Up Milestone

Project Summary: [Project Summary Icon] Project Summary
Group By Summary: [Group By Summary Icon] Group By Summary
Deadline: [Deadline Icon] Deadline

External Tasks: [External Tasks Icon] External Tasks

CIS Implementation
(for discussion)

ID	Task Name	Duration	Start	Finish	Mar '08	Apr '08	May '08	Jun '08	Jul '08	Aug '08	Sep '08	Oct '08
236	Week 4	52 hrs	Wed 6/3/09	Thu 6/11/09								
237	Enter issues in eSupport	40 hrs	Wed 6/3/09	Wed 6/10/09								
238	issues review Call	4 hrs	Thu 6/11/09	Thu 6/11/09								
239	Schedule Post Live Deliverables (if any)	0 hrs	Thu 6/11/09	Thu 6/11/09								
240	End Implementation - Support Begins	0 hrs	Thu 6/11/09	Thu 6/11/09								

Task
Progress
Milestone

Summary
Rolloled Up Task
Rolloled Up Milestone

Rolloled Up Progress
Split
External Tasks

Project Summary
Group By Summary
Deadline

CIS Implementation
(for discussion)

Nov '08	Dec '08	Jan '09	Feb '09	Mar '09	Apr '09	May '08	Jun '09	Jul '09	Aug '09	Sep '09	Oct '08	Nov '09	Dec '09	Jan '10	Feb '10	Mar '10

Project: CIS Implementation
 Date: Wed 5/28/08

Task Progress Milestone
 Summary Rolled Up Task Rolled Up Milestone
 Rolled Up Progress Split External Tasks
 Project Summary Group By Summary Deadline

CIS Implementation
(for discussion)

Nov '08	Dec '08	Jan '09	Feb '09	Mar '09	Apr '09	May '09	Jun '09	Jul '09	Aug '09	Sep '09	Oct '09	Nov '09	Dec '09	Jan '10	Feb '10	Mar '10

Task
 Progress
 Milestone

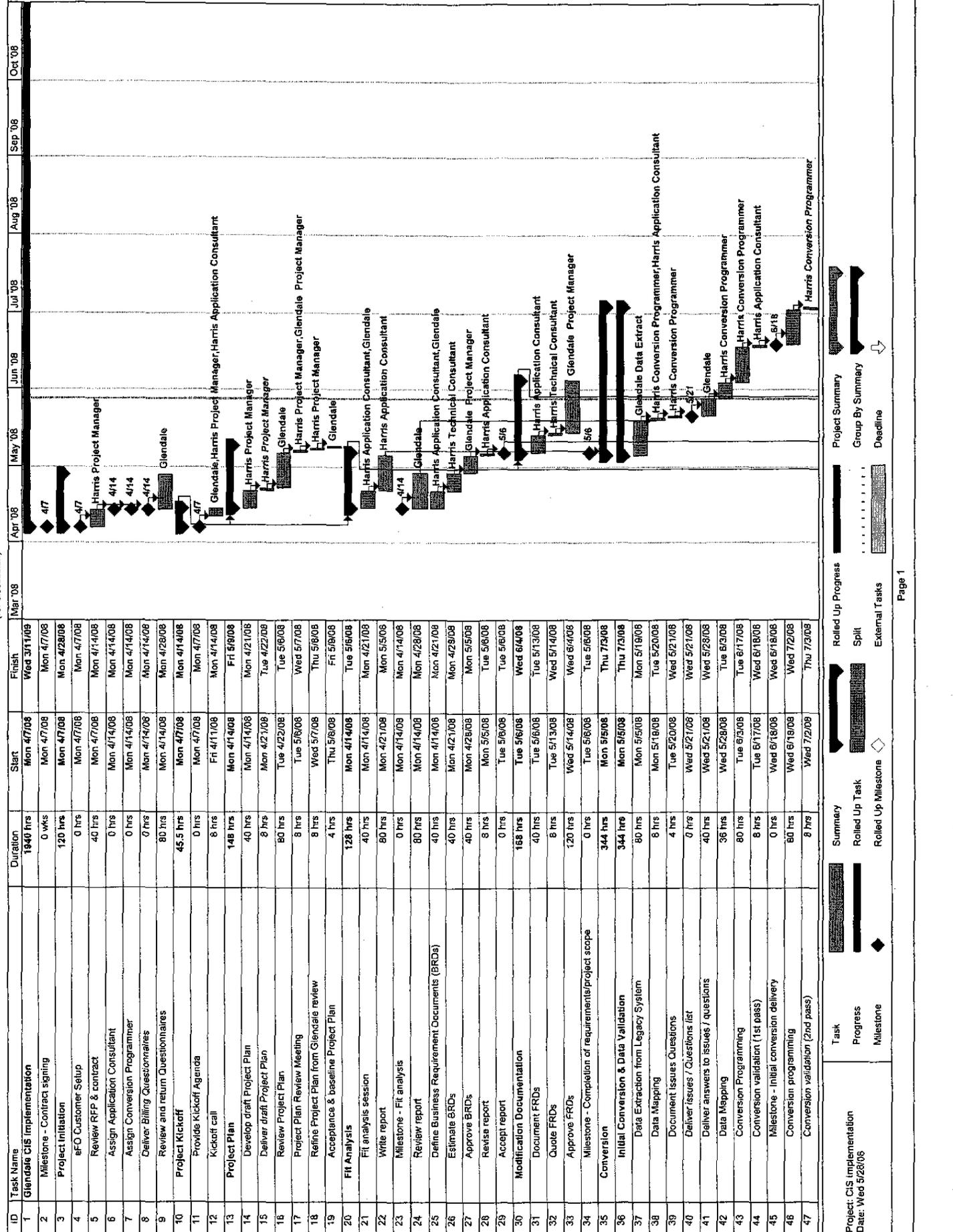
Summary
 Rolled Up Task
 Rolled Up Milestone

Rolled Up Progress
 Split
 External Tasks

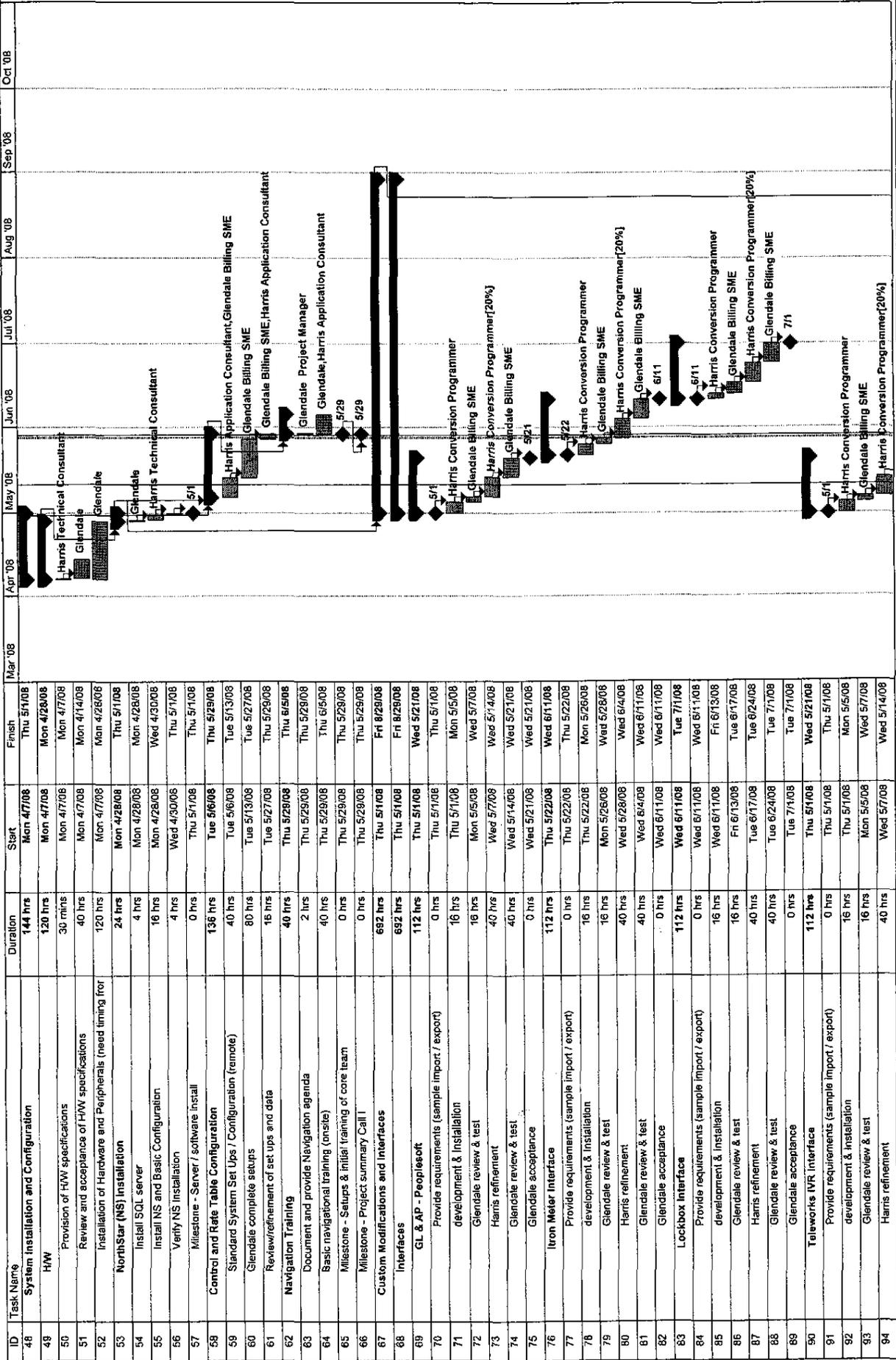
Project Summary
 Group By Summary
 Deadline

Project: CIS Implementation
 Date: Wed 5/26/09

CIS Implementation
(for discussion)



CIS Implementation
(for discussion)



ID	Task Name	Duration	Start	Finish
48	System Installation and Configuration	144 hrs	Mon 4/7/08	Thu 5/1/08
49	HW	120 hrs	Mon 4/7/08	Mon 4/28/08
50	Provision of HW specifications	30 mins	Mon 4/7/08	Mon 4/7/08
51	Review and acceptance of HW specifications	40 hrs	Mon 4/7/08	Mon 4/14/08
52	Installation of Hardware and Peripherals (need timing for)	120 hrs	Mon 4/7/08	Mon 4/28/08
53	NorthStar (NS) installation	24 hrs	Mon 4/28/08	Thu 5/1/08
54	Install SQL server	4 hrs	Mon 4/28/08	Mon 4/28/08
55	Initial NS and Basic Configuration	16 hrs	Mon 4/28/08	Wed 4/30/08
56	Verify NS installation	4 hrs	Wed 4/30/08	Thu 5/1/08
57	Milestone - Server / software install	0 hrs	Thu 5/1/08	Thu 5/1/08
58	Control and Rate Table Configuration	136 hrs	Tue 5/6/08	Thu 5/29/08
59	Standard System Set Ups / Configuration (remote)	40 hrs	Tue 5/6/08	Tue 5/13/08
60	Glendale complete setups	80 hrs	Tue 5/13/08	Tue 5/27/08
61	Review/refinement of set ups and data	16 hrs	Tue 5/27/08	Thu 5/29/08
62	Navigation Training	40 hrs	Thu 5/29/08	Thu 6/5/08
63	Document and provide Navigation agenda	2 hrs	Thu 5/29/08	Thu 5/29/08
64	Basic navigational training (onsite)	40 hrs	Thu 5/29/08	Thu 6/5/08
65	Milestone - Setups & initial training of core team	0 hrs	Thu 5/29/08	Thu 5/29/08
66	Milestone - Project summary Call I	682 hrs	Thu 5/1/08	Fri 8/28/08
67	Custom Modifications and Interfaces	692 hrs	Thu 5/1/08	Fri 8/28/08
68	Interfaces	112 hrs	Thu 5/1/08	Wed 5/21/08
69	GL & AP - Peoplesoft	0 hrs	Thu 5/1/08	Thu 5/1/08
70	Provide requirements (sample import / export) development & installation	16 hrs	Thu 5/1/08	Mon 5/5/08
71	Glendale review & test	16 hrs	Mon 5/5/08	Wed 5/7/08
72	Harris refinement	40 hrs	Wed 5/7/08	Wed 5/14/08
73	Glendale review & test	40 hrs	Wed 5/14/08	Wed 5/21/08
74	Glendale acceptance	0 hrs	Wed 5/21/08	Wed 5/21/08
75	Iron Meter Interface	112 hrs	Thu 5/22/08	Wed 6/11/08
76	Provide requirements (sample import / export) development & installation	0 hrs	Thu 5/22/08	Thu 5/22/08
77	Glendale review & test	16 hrs	Thu 5/22/08	Mon 5/26/08
78	Harris refinement	40 hrs	Mon 5/26/08	Wed 5/28/08
79	Glendale review & test	40 hrs	Wed 5/28/08	Wed 6/4/08
80	Glendale acceptance	0 hrs	Wed 6/4/08	Wed 6/11/08
81	Lockbox Interface	112 hrs	Wed 6/11/08	Tue 7/1/08
82	Provide requirements (sample import / export) development & installation	0 hrs	Wed 6/11/08	Wed 6/11/08
83	Glendale review & test	16 hrs	Wed 6/11/08	Fri 6/13/08
84	Harris refinement	40 hrs	Fri 6/13/08	Tue 6/24/08
85	Glendale review & test	40 hrs	Tue 6/24/08	Tue 7/1/08
86	Glendale acceptance	0 hrs	Tue 7/1/08	Tue 7/1/08
87	Teleworks IVR interface	112 hrs	Thu 7/1/08	Wed 5/21/08
88	Provide requirements (sample import / export) development & installation	0 hrs	Thu 7/1/08	Thu 7/1/08
89	Glendale review & test	16 hrs	Thu 7/1/08	Mon 5/5/08
90	Harris refinement	16 hrs	Mon 5/5/08	Wed 5/7/08
91	Glendale review & test	40 hrs	Wed 5/7/08	Wed 5/14/08
92	Harris refinement	40 hrs	Wed 5/14/08	Wed 5/14/08

Project: CIS Implementation
Date: Wed 5/28/08

Task
 Progress
 Milestone

Summary
 Rolled Up Task
 Rolled Up Milestone

Rolled Up Progress
 Split
 External Task

Project Summary
 Group By Summary
 Deadline

Schedule "C"

Fee Structure and Payment Schedule

Note: *This contract is a fixed priced, milestone based contract. The proposed statement of work will be completed for the price contained in this Fee Structure and Payment Schedule.*

Payment Schedule:

<u>Milestone:</u>	<u>Payment</u>
<u>Deliverables:</u>	<u>Amount</u>
1 Contract Signing	\$ 66,000.00
Signed Contract	
2 Project Kick-Off	\$ 23,750.00
Project Charter	
Project Plan	
Project Roles and Responsibilities	
3 Project Planning	\$ 23,750.00
Communications Plan	
Change Management Plan	
Issues and Risk Management Plan	
Configuration Management Plan	
4 Discovery/FIT Analysis	\$ 23,750.00
Functional GAP Analysis	
Business Process and Procedures Review Report	
Modification Requirements	
Reporting Requirements	
Interface Requirements	
Rate and Calculation Review	
Special Circumstances Review	
Data Analysis and Gap Report	
5 Core Software Installation	\$ 47,250.00
Core Northstar Software Installed and Verified	
6 xCare Software Installation	\$ 47,250.00
eCare Software Installed and Verified	
mCare Software Installed and Verified	
7 Other Software Installation	\$ 36,250.00
EIS Software Installed and Verified	
eDocs Software Installed and Verified	
8 Initial System Configuration	\$ 23,750.00
Initial Configuration and Acceptance	
9 Core Team Training	\$ 23,750.00
Completion of Core Team Training	
10 Initial Data Conversion	\$ 14,250.00
Data Conversion Plan	
Data Mapping	
First Successful Data Conversion	
11 Conference Room Pilot & Configuration Validation	\$ 67,750.00
Completion of Conference Room Pilot	

<u>Milestone:</u>	<u>Payment</u>
<u>Deliverables:</u>	<u>Amount</u>
12 Bill Print	\$ 19,000.00
Bill Print Design	
Bill Template Delivered, Tested and Accepted	
13 1st Project Summary	
14 1st Interface Delivery	\$ 23,750.00
Iron Interface Delivered, Tested and Accepted.	
PeopleSoft Interface Delivered, Tested and Accepted	
Lockbox Interface Delivered, Tested and Accepted	
Teleworks Interface Delivered, Tested and Accepted	
15 Modification Delivery and Acceptance	\$ 23,750.00
Bill Processing Modification	
Deposit Processing	
Transaction Approvals	
Winter Quarter Average Review Process	
Commercial Sanitation Billing	
Summer Excess	
eCare Modifications	
16 Maintenance and Support (Year 1)	\$ 48,825.00
17 Reports and Forms	\$ 23,750.00
Design, Delivered and Accepted Customer Letter Templates	
Design, Delivered and Accepted Service Order Templates	
Design, Delivered and Accepted Delinquency and Door Tag Templates	
All 10 Defined Reports Delivered, Tested and Accepted.	
18 2nd Interface Delivery	\$ 23,750.00
Hansen Asset Management Interface Delivered, Tested and Accepted	
Paradigm CompuWeight Interface Delivered, Tested and Accepted	
Cashiering Interface	
ESRI Interface Delivered, Tested and Accepted	
19 Parallel Processing	\$ 23,750.00
Parallel Testing Conversion	
Refresher Training	
Variance Checking and Correcting	
20 System Testing and Acceptance	\$ 49,000.00
Final Data Conversion Routines Accepted	
System Test Plan	
Test Scripts	
User Acceptance Testing	
System Acceptance Sign-Off	
21 2nd Project Summary	
22 End User Training	\$ 28,500.00
End User Training Complete	
23 Go-Live	\$ 34,750.00
System Live and in Production	
24 Project Wrap-Up	\$ 47,500.00
Post Live Support	
Configuration Documentation	

<u>Milestone:</u>		<u>Payment</u>
<u>Deliverables:</u>		<u>Amount</u>
	Policy and Procedures Documentation	
25	Maintenance and Support (Year 2 - 5)	\$ 202,441.00
24	Cashiering Hardware Delivery	\$ 11,912.00
25	Cashiering Software Install	\$ 47,235.00
26	Delivery of Enhanced Cashiering Software	\$ 47,235.00
27	Acceptance of Cashiering System	\$ 62,980.00
	Totals	\$ 1,115,628.00

Travel expenses are billed as incurred and not included in these calculations.

<u>Milestone:</u>	<u>Payment</u>
<u>Deliverables:</u>	<u>Amount</u>
1 Contract Signing Signed Contract	\$ 66,000.00
2 Project Kick-Off Project Charter Project Plan Project Roles and Responsibilities	\$ 23,750.00
3 Project Planning Communications Plan Change Management Plan Issues and Risk Management Plan Configuration Management Plan	\$ 23,750.00
4 Discovery/FIT Analysis Functional GAP Analysis Business Process and Procedures Review Report Modification Requirements Reporting Requirements Interface Requirements Rate and Calculation Review Special Circumstances Review Data Analysis and Gap Report	\$ 23,750.00
5 Core Software Installation Core Northstar Software Installed and Verified	\$ 47,250.00
6 xCare Software Installation eCare Software Installed and Verified mCare Software Installed and Verified	\$ 47,250.00
7 Other Software Installation EIS Software Installed and Verified eDocs Software Installed and Verified	\$ 36,250.00
8 Initial System Configuration Initial Configuration and Acceptance	\$ 23,750.00
9 Core Team Training Completion of Core Team Training	\$ 23,750.00
10 Initial Data Conversion Data Conversion Plan Data Mapping First Successful Data Conversion	\$ 14,250.00
11 Conference Room Pilot & Configuration Validation Completion of Conference Room Pilot	\$ 67,750.00
12 Bill Print Bill Print Design Bill Template Delivered, Tested and Accepted	\$ 19,000.00
13 1st Project Summary	
14 1st Interface Delivery Itron Interface Delivered, Tested and Accepted. PeopleSoft Interface Delivered, Tested and Accepted Lockbox Interface Delivered, Tested and Accepted Teleworks Interface Delivered, Tested and Accepted	\$ 23,750.00
15 Modification Delivery and Acceptance Bill Processing Modification Deposit Processing	\$ 23,750.00

Schedule "D"

Support and Maintenance Agreement

This support and maintenance agreement (the "Support and Maintenance Agreement") between Consultant and Organization becomes effective based upon the milestones detailed in Schedule "C."

Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License, Implementation and Support and Maintenance Agreement.

1. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide support and maintenance services which include revisions, updates and enhancements to the Software and related materials under the Agreement.
2. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide software support via telephone and electronic mail, and site visits when necessary consistent with the hours of operation, all as described in Schedule L hereto and in effect as of the date hereof, as such services may, at the discretion of Consultant, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Consultant). To enable Consultant to provide effective support, the Organization will establish auto remote access based on remote access procedures compatible with Consultant's practices. For emergency situations occurring on Consultant's observed holidays, Consultant will be available to the Organization by pager number and electronic mail to provide support.
3. In consideration for the support services specified in Section 2, Organization shall pay as defined in Schedule "C" Fee Structure and Payment Schedule, five (5) years of Annual Support and Maintenance for a fee of \$251,266. Thereafter, the Annual Support and Maintenance Fee will be billed annually in advance beginning on the fifth anniversary. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, in the initial year, that the Consultant issue a prorated invoice for the portion of the year remaining in said initial year. Consultant may change the Annual Support and Maintenance Fee from time to time after the fifth year and at no time may it increase more than five (5) percent from the previous year. In addition to the Annual Support and Maintenance Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to:
 - (a) courier services, photocopying, faxing and reproduction services, all reasonable travel costs, including a travel time rate of \$50.00/hour with maximum of three (3) hours per round trip, meal expenses of not more than \$50.00 per diem (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines, long distance telephone calls and all other reasonable expenses incurred in the performance of Consultant's duties hereunder.

Consultant may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of Consultant.

4. All support services provided by Consultant to Organization other than those specified in Section 2 (such as, but not limited to, on-site support), shall be provided to Organization by Consultant at Consultant's then prevailing prices, hourly rates, policies and terms. For certainty, any updates of, or enhancements to, the Software will be made available to Organization free of charge (with respect to the actual updates or enhancements), but all services provided by Consultant with

respect to such updates or enhancements will be subject to the Consultant's then-prevailing prices, hourly rates, policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.

5. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges.
6. The initial term of this Agreement shall be for five (5) years beginning on the date determined in the opening paragraph of this Schedule D. The Agreement shall continue thereafter on an annual basis provided that Organization shall pay the then prevailing Annual Support and Maintenance Fee, unless terminated by either party upon giving to the other not less than 90 days notice in writing prior to the end of the first year or any subsequent anniversary of such date. If the Support and Maintenance Agreement is terminated by Organization, it shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements to, the Software, services for the Software, or access to the Source in escrow upon the occurrence of any event specified in Section 2.6(d) of the Agreement. For certainty, and without mitigating the application of the Agreement during the term of this Support and Maintenance Agreement, the terms and conditions of the Agreement relating to the license of the Software and the Documentation and the rights and obligations of the parties with respect thereto will continue to apply to Organization following the termination of this Agreement.
7. Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant, and Organization shall acquire no proprietary rights by virtue hereof.
8. Unless terminated pursuant to Paragraph 6 hereof, this Support and Maintenance Agreement shall remain in full force and effect except as terminated as follows:
 - (a) if either party neglects or fails to perform, observe or cure within ninety (90) days of written notice of such failure to perform any of its existing or future obligations.
 - (b) If Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement.
9. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Agreement.
10. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
11. A valid contract binding the parties hereto shall come into being only upon execution of this Support and Maintenance Agreement by a duly authorized agent, officer or representative of both parties.
12. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Organization. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
13. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by Organization.

14. To the extent applicable and not inconsistent with this Agreement, the terms of the Software License, Implementation and Support and Maintenance Agreement are deemed incorporated herein and shall apply as if fully stated herein.

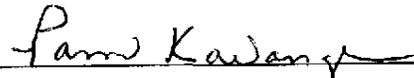
IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: 
Name: Rob DiMurro
Title: Executive Vice President

City of Glendale

[an Arizona municipal corporation]

Per: 
Name:
Title: Assistant City Manager

Per: _____
Name:
Title:

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Craig Tindall, City Attorney

**Schedule E: Statement of Work
For**

GLENDALE

Purpose of the Statement of Work

This Statement of Work (SOW) describes the work to be performed for the NorthStar software installation, configuration, training and go-live support for the City of GLENDALE, AZ (“GLENDALE”) Customer Information System. It delineates responsibilities between N. Harris Computer Corporation (“Harris”) and GLENDALE as agreed to by contract.

A Harris Project Manager shall lead the Harris Systems Integration team and be responsible for directing the activities of the overall project. The primary function of the Project Manager is to successfully implement the project, within the allotted timeframe, and agreed upon cost schedule. Implementation of the system shall proceed in accordance with the attached Project Schedule Breakdown and Statement of Work. The starting date is contingent on contract award and final negotiated contract terms.

Changes to this document shall be made through Change Orders as described in this SOW.

HARRIS’ NORTHSTAR PROJECT RESPONSIBILITIES (GENERAL)

Harris’ responsibilities on this project are further defined in the Project Schedule and in this SOW. Harris’ general responsibilities include the following:

- ⊗ Assume overall responsibility for a successful implementation of the NorthStar software, including the management of all Harris resources and project activities.
- ⊗ Provide a Project Manager as a primary point of contact.
- ⊗ Provide a project implementation team (“Project Team”) to implement GLENDALE’s system as defined in this SOW. This project implementation team will consist of the following Harris NorthStar personnel:
 - Harris Professional Services Manager
 - Harris Project Manager
 - Harris Applications Consultant
 - Harris Application Trainer
 - Harris Conversion Programmer
 - Harris Programmer Interfaces

▪ Harris Installation Technician

- ⊗ Schedule Harris resources to be on-site at Glendale for a minimum of 3 weeks each month when applicable to project tasks and schedules as defined in the project plan
- ⊗ A work week is defined as Monday through Thursday and will include 40 hours or work time.
- ⊗ Prepare and maintain project progress and status reports on a bi-weekly basis.
- ⊗ Conduct monthly project review meetings with Glendale Steering Committee.
- ⊗ Schedule the system cutover to production go-live in agreement with GLENDALE.
- ⊗ Coordinate and schedule the activities of all Harris participants in this project.
- ⊗ Work with GLENDALE's Project Manager(s) in the resolution of project issues.
- ⊗ Maintain overall project schedule including both Harris and GLENDALE responsibilities/activities as related to the project.
- ⊗ Quality control, cost control, and scope management.
- ⊗ Provide knowledge transfer of the NorthStar system to GLENDALE project personnel.
- ⊗ Actively suggest business process and practice changes to maximize the effectiveness of GLENDALE and its use of the NorthStar system.
- ⊗ Be responsive to GLENDALE's consultants for business process consulting and quality assurance findings.
- ⊗ Other specific tasks as outlined in this SOW.

GLENDALE PROJECT RESPONSIBILITIES (GENERAL)

GLENDALE shall be responsible for the performance of all equipment and software provided by GLENDALE for use by Harris in the performance of this contract. GLENDALE's responsibilities on this project are further defined in the Project Schedule and in this SOW. GLENDALE's general responsibilities include the following:

- ⊗ Provide a GLENDALE Project Manager as a primary point of contact.
- ⊗ Assume responsibility for conducting all project administration duties, including preparing project facilities and managing GLENDALE resources and any third-parties brought in by GLENDALE.

- ⊖ Provide support for and counterparts to the Harris project implementation team to implement the system as defined in this SOW and according to the project plan. This generally involves:
 - ◆ Providing access to key personnel in a timely manner,
 - ◆ Providing access to facilities and equipment and,
 - ◆ Providing timely responses to Harris request for information necessary for the performance of this contract.

- ⊖ Review and comment on project progress and status reports.

- ⊖ Approve deliverables from Harris within 10 working days of their receipt, or provide a written rejection explaining why (may also request an extension, the granting of which by Harris will not be unreasonably withheld).

- ⊖ Along with Harris assure the GLENDALE staff is proficient in use of the system prior to system activation.

- ⊖ Support a safe work environment for all activities.

- ⊖ Work with the Harris Project Manager in the resolution of project issues.

- ⊖ Participate in and support overall project scheduling, with regard to GLENDALE responsibilities/activities as related to the project.

- ⊖ Core staff are to be available to Harris consultants while on-site at Glendale

- ⊖ Consider and initiate improved business processes and practices to maximize the efficiency and effectiveness of the NorthStar software.

- ⊖ Other specific tasks as outlined in this SOW.

CHANGE ORDER PROCEDURE

Harris will maintain the Statement of Work with formal documentation denoting agreed upon changes. Any changes identified by either Harris or GLENDALE must be communicated immediately to determine if they deviate from the agreed-upon scope. GLENDALE and Harris will maintain copies of all Change Orders. Any alteration to the SOW which causes an increase or decrease in the time or cost required for the performance of any part of this contract, shall not become binding until both GLENDALE and Harris have agreed upon an equitable adjustment and the Statement of Work has been modified in writing by a change order that is executed by both parties. Harris will provide the initial estimate for the cost both in time and dollars at no cost to GLENDALE

The project manager from GLENDALE and Harris or their authorized representatives must sign any proposed change orders. When this is accomplished, the change order will be incorporated as an official change to the project.

A change order process shall control changes in scope of the contract. The Change Order Request form must be used for all change order requests.

GLENDALE has the option to request additional services from Harris pursuant to this Change Order Procedure at an hourly rate of \$150 plus attendant travel and living expenses. This rate is valid for up to one year after Final System Acceptance.

Change Order

General Information

Client	_____	Date	_____
Client	_____	Software	_____
Contact	_____	Application	_____
Client Email	_____		_____

Description of Work

Attachments:

Client Approval

000		\$0.00
Chargeable Hours	Rate	Amount
000	000	
Non-Chargeable Hours	Total Hours	

Client Signature	Date
<p>Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.</p>	

Internal Use Only

Customer # _____ Application # _____ Originated by # _____ PO# 000000

STATEMENT OF WORK/WORK BREAKDOWN

The following is the statement of work for the GLENDALE project.. Each task has a Name, Harris SOW, Harris Deliverables and GLENDALE Responsibilities. This SOW constitutes the Work Plan. Any changes to the scope of work shall be by change order to the contract as previously described.

Implementation Phase	Deliverables /Responsibilities
<p>Project Kick-Off Milestone 2</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Conduct project kick-off meeting with Glendale staff <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Kick-off meeting <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ All Glendale project staff and Steering Committee members in attendance
<p>Discovery/ FIT Analysis Milestone 4</p>	<p>The goals for this task are to document the detailed review of GLENDALE requirements and NorthStar’s capabilities, to identify process change requirements, system modifications, the creation of a discovery document and action plan, review of the discovery document and final acceptance of the discovery document.</p> <p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Review of RFP question, intended requirement, and the Harris responses ▪ Review of key system processes ▪ Review of business processes and internal procedures ▪ Review of modification requirements and specifications ▪ Review of reporting requirements ▪ Review of rate and calculation components ▪ Review of interface requirements ▪ Review of Special Circumstances <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ DISCOVERY analysis report ▪ Review of all major NorthStar functions with the objective of Identifying differences between GLENDALE’s business processes and those supported by NorthStar ▪ Each difference is addressed by changes in business processes or by custom modification <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Participate in discovery sessions as required ▪ Sign-off on DISCOVERY analysis report

Implementation Phase	Deliverables /Responsibilities
<p>Project Management Milestone 3</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Overall responsibility for all Project Deliverables ▪ Scheduling ▪ Budget Management ▪ Prioritization and Escalation ▪ Participate in project kick-off meeting ▪ Project Reporting ▪ Modifications and Customization Management ▪ Primary Point of Contact with Customer ▪ Weekly Meetings with GLENDALE Project Manager ▪ Monthly and quarterly updates to GLENDALE Senior Management as required ▪ Customer Satisfaction
<p>Project Management Cont'</p>	<p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Project Charter: ▪ Communications Plan: ▪ Risk Management Plan: ▪ Project Status Report: <i>A concise monthly report that provides an update on key activities, issues and action items</i> ▪ Open Issue Lists: <i>An excel spreadsheet that contains a list of all software related issues. This could include issues related to NorthStar s/w, configuration, data conversion, etc. Each item will be tracked to resolution. The spreadsheet will be updated and available for each status meeting</i> ▪ Detailed Gantt Chart (includes tasks, dependencies, effort, duration, constraints and resources) ▪ Project Plan: A baseline Gantt chart (timeline) of all project activities will be established at the start of the project. The timeline will be maintained in MS-Project. ▪ Change Order Forms <i>A Change Order form is raised to capture and approve changes to the project scope</i> ▪ Training Agendas <i>An agenda listing topics to be covered will be sent to GLENDALE prior to each training session</i> ▪ Meetings Minutes <p>GLENDALE (Project Manager) Responsibilities</p> <ul style="list-style-type: none"> ▪ <i>Sign off authority for the project</i> ▪ <i>Primary Point of Contact with Harris</i> ▪ <i>Contribute to developing an integrated schedule</i> ▪ <i>Coordinate and manage GLENDALE resources and tasks</i> ▪ <i>Review and approval of all Project Deliverables</i>

Implementation Phase	Deliverables /Responsibilities
<p>Hardware (Server) /Software (operating system and database) Installation and Configuration</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Provide hardware and software configuration recommendations to GLENDALE as required ▪ Verify GLENDALE hardware and software installation <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Minimum requirements document <i>A concise report which identifies the minimum requirements for the server and workstations used with the application</i> ▪ Server recommendation <i>A Harris recommendation based on the minimum requirements document and GLENDALE's specific computing needs</i>
<p>Hardware /Software Installation and Configuration Cont'</p>	<p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Procure and install server(s) with appropriate network connectivity ▪ Install operating system and partition disk space ▪ Install database software ▪ Create users at the operating system level ▪ Configure peripheral devices (printers, scanners, cash drawers, etc.) ▪ Install VPN connection ▪ Test hardware

Implementation Phase	Deliverables /Responsibilities
<p>Application (NorthStar) Installation/ Training Milestones 5, 6 & 7</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Set up necessary environment variables and scripts ▪ Install NorthStar server software ▪ Create script to launch NorthStar ▪ Create standard user security ▪ Create database backup script ▪ Install NorthStar client software on a single GLENDALE workstation ▪ Facilitate knowledge transfer of the NorthStar server and workstation software installation steps ▪ Assist GLENDALE IT on a NorthStar Client installation ▪ Tutor GLENDALE IT on system backup procedure ▪ Explain and review server software patch process with GLENDALE ▪ Review and explain environment, directories and script to GLENDALE's system administrator ▪ Load all standard system tables ▪ Certify the system as operational complete ▪ Create production, test and development environments <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ System backup procedure <i>A standard procedure for backing-up the NorthStar application and database</i> ▪ Patch process documentation <i>A standard procedure for applying software patches to the NorthStar application</i> ▪ Completed Software Sign-off form <i>A checklist completed by the Harris technician certifying that the application was properly installed and tested</i> <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Install NorthStar Client on all workstations requiring access to NorthStar ▪ Test and integrate backup procedure into GLENDALE Standard Operating Procedures

Implementation Phase	Deliverables /Responsibilities
<p>Software Modifications Milestone 14</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Produce formal specifications ▪ Review with and gain acceptance of specifications from GLENDALE ▪ Program the modifications (Mods) ▪ Test the Mods ▪ If applicable, demonstrate the Mod to GLENDALE ▪ Incorporate the Mod into the core product documentation ▪ Deliver the Mod to GLENDALE ▪ Gain acceptance for the Mod from GLENDALE ▪ Harris is responsible to developing, designing, programming and delivering all modifications outlined in the Modifications Attachment of this scope of work. <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Specifications <i>A Functional Requirements Document (FRD) detailing the solution and key design considerations</i> ▪ Programs <i>The tested programs and scripts</i> ▪ Documentation <i>Documenting any pertinent information (user instructions, keyvalues) to the use of the modification</i> <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Review and accept Mod specification ▪ Review, user test and accept Mod functionality ▪ Review and accept Mod documentation ▪ Accept the Mods
<p>Interfaces Milestones 13 & 17</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Review design considerations ▪ Create formal specifications ▪ Gain acceptance of specifications from GLENDALE ▪ Program the interfaces ▪ Test the interfaces ▪ Create functional documentation on the interfaces ▪ Deliver the working interfaces to GLENDALE ▪ Gain acceptance for the interfaces from GLENDALE ▪ Harris is responsible to developing, designing, programming and delivering all interfaces outlined in the Interfaces Attachment of this scope of work.

Implementation Phase	Deliverables /Responsibilities
<p>Interfaces Continued</p>	<p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Specifications <i>A Functional Requirements Document (FRD) detailing the solution and key design considerations</i> ▪ Interface programs <i>The tested programs and scripts</i> ▪ Documentation on the interfaces <i>Documenting any pertinent information (user instructions, keyvalues) to the use of the interface</i> ▪ Training on the use of the interfaces <i>Any training that may be necessary to familiarize users or administrators with the use of the interface</i> ▪ Support of the interfaces <i>Harris will maintain interfaces for duration of maintenance and support agreement</i> <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Coordinate participation of personnel responsible for the other side of the interface ▪ Participate in design review ▪ Accept specifications ▪ Create necessary circumstances or data to test the interfaces ▪ Test the interfaces ▪ Accept the interfaces ▪ Integrate the interfaces into GLENDALE Production operating and job scheduling environment (i.e. determine the available operating window and schedule the interface)

Implementation Phase	Deliverables /Responsibilities
<p>Forms and Reports Milestones 12 & 16</p>	<p>Harris Responsibilities</p> <p><i>Forms:</i></p> <ul style="list-style-type: none"> ▪ Harris is completely responsible for all design and programming necessary to produce the bill print template to Glendale's specification. ▪ Harris is completely responsible for all design and programming necessary to produce the service order template to Glendale's specification. ▪ Harris is completely responsible for all design and programming necessary to produce the customer letter templates, (including but not limited to, new customer welcome letters, NSF letters, illegal water use, etc) to Glendale's specification. ▪ Harris is completely responsible for all design and programming necessary to produce the delinquency letter and door tag templates to Glendale's specification. ▪ Complete necessary form template set ups in NorthStar ▪ Gain acceptance on the form templates from GLENDALE <p><i>Reports:</i></p> <ul style="list-style-type: none"> ▪ Install NorthStar standard reports ▪ Install the Cognos data dictionary and standard reports ▪ Create 10 new Report Writer reports identified in the Discovery Report ▪ Any additional reports over the 10 reports will be considered outside of this scope of work

Implementation Phase	Deliverables /Responsibilities
<p>Forms and Reports Continued</p>	<p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Forms and Standard NorthStar Reports <i>Glendale specific bill print (either specific in-house or specific interface to outsourcer)</i> ▪ <i>Glendale specific notice and letter templates</i> ▪ <i>Glendale specific service order templates</i> ▪ <i>Glendale specific delinquency letters and door tags</i> ▪ <i>10 custom report writer reports</i> ▪ <i>Standard NS reports</i> ▪ Documentation on any special set ups required ▪ The bill print and notices are flexible. Many features can be made available via configuration settings. Those choices can be documented for future reference. <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Test and accept the bill print, notice, letter and service order templates ▪ Review and test standard reports ▪ Train on using the report writer to produce customer communication templates ▪ Create new Report Writer reports identified within the Discovery Report beyond the 10 identified that Harris will create.
<p>Documentation Milestone 22</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Ensure application configuration and set up documentation is current and up to date with system changes ▪ Additional documentation to include GLENDALE-specific custom modifications and interfaces <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Configuration and setup documentation ▪ Application documentation <i>On-line help system</i> ▪ Custom Mod and Interface documentation <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Review and accept documentation

Implementation Phase	Deliverables /Responsibilities
<p>NorthStar Configuration</p> <p>Milestone 8 and 11</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Lead session(s) to configure all control tables and rate tables for initial system setup. ▪ Resolve requirement/solution mismatches ▪ Provide consulting support through the project life (including business process redesign support) for design changes ▪ Assist in creating conference room pilot test scripts ▪ Lead design and configuration sessions for all software listed in Schedule "A". ▪ Configure all software listed in Schedule "A" to Glendale's specifications including modifications outlined in discovery session. <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Enter data in control and rate tables (a session(s) will be conducted by the Harris Application Consultant to walkthrough all the NorthStar setups with GLENDALE's designated staff. GLENDALE staff will be provided enough information to alter setup variables after initial setup and testing. A follow-up session/call is normally established to address any questions and issues. Harris Implementation Support is also available to GLENDALE when the Application Consultant is not onsite and may not be available due to another client commitment). ▪ Decide on set-ups and recommended processes ▪ Provide onsite training facilities for Core Team session ▪ Conduct data validation and testing, conference room pilot, (GLENDALE will be provided direction as to how to best approach their data validation and testing responsibilities).

Implementation Phase	Deliverables /Responsibilities
<p>Training</p> <p>Milestones 9 and 20</p>	<p>Core Team Training</p> <p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Develop, deliver and review all training curriculums both for core team training and end-user training for core NorthStar application as well as eCare, mCare, EIS and eDocs ▪ Train Core Team on set ups and system basics ▪ Train up to 10 users on the Cognos report writer ▪ Complete data validation and testing ▪ Provide training through cycle testing ▪ Provide training through parallel processing ▪ Train the Core Team on all system functions ▪ Train end-users in the specific Glendale configured system operation ▪ Provide live cut-over support ▪ Gain training sign off acceptance ▪ Harris will provide up to 660 hours of training as part of this scope of work. <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Training curriculums/Sign off documents <i>A curriculum is provided prior to each training session listing all topics to be covered in a session. The instructor will ask participants to check-off the topics that were covered, include any comments and sign-off</i> ▪ Conduct training sessions outlined in responsibilities above ▪ Additional training and knowledge transfer through life of project
<p>Training Continued</p>	<p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Provide onsite training facilities for Core Team and end-user training ▪ Review and approve Harris developed training curriculums ▪ Complete data validation and testing ▪ Decide on set-ups and recommended processes ▪ Identify any potential organizational impacts ▪ Provide additional training to staff outside of this scope of work

Implementation Phase	Deliverables /Responsibilities
<p>Extraction</p>	<p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Provide a functional subject matter expert (SME) to assist in the data mapping ▪ Changes to the Legacy system if required. Typically the conversion programs will be able to convert the data from the legacy system to the NorthStar system based on the mapping rules. In the unlikely event that data needs to be modified in the legacy system, this will remain a customer responsibility ▪ Establish adequate rights to access and extract data from the legacy system ▪ Examine the logical and physical organization of the data ▪ Extract and analyze the data ▪ Participate in the mapping of the legacy system to the NorthStar database ▪ Define the extract data file layout ▪ Develop extraction programs ▪ Test and refine extraction Programs (iterative activity until complete): <ul style="list-style-type: none"> <i>Run extract programs</i> <i>Review results</i> <i>Identify necessary program refinements and data mapping updates</i> <i>Identify data irregularities</i> <i>Develop strategies to address data irregularities (i.e. post-extraction/pre-conversion corrections or legacy system updates)</i> <i>Complete if no additional refinements required, otherwise plan additional iteration</i>
<p>Extraction Continued</p>	<ul style="list-style-type: none"> ▪ Execute extraction through Project lifecycle as required for: <ul style="list-style-type: none"> <i>System table set-up and configuration</i> <i>Configuration and Process validity testing</i> <i>Cycle testing</i> <i>Parallel testing</i> <i>Go-live (if necessary)</i> ▪ Modify extraction programs as required, should the need arise <p>GLENDALE Deliverables</p> <ul style="list-style-type: none"> ▪ Extraction Programs ▪ Extracted Legacy Data

Implementation Phase	Deliverables /Responsibilities
<p>Conversion</p> <p>Milestone 10</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Basic system and set up training review with customer ▪ Deliver conversion questionnaire ▪ Complete conversion questionnaire with GLENDALE ▪ Review conversion files and layouts ▪ Map data with customer ▪ Program conversion ▪ Perform Data Integrity and Validation ▪ Consolidate legacy data from a one meter-one account structure to a location based structure (multiple meters at one location). Harris will be responsible for this data conversion process with assistance from Glendale. ▪ Reconcile converted data (Customer must run AR and deposit reports on legacy system prior to extraction) for both value (dollars) and quantity (records, customers, locations, meters, etc) ▪ Identification and resolution of conversion issues (Legacy data, Conversion program, Post conversion scripts, manual updates) ▪ Reconvert and correct until customer acceptance ▪ Execute conversion programs as needed (system set-up, cycle testing, parallel testing, go-live (if required)) <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Basic training <i>An overview of NorthStar and its nomenclature is provided. It helps GLENDALE and Harris understand the differences between the Legacy system and NorthStar and improves the pace and results of the conversion mapping</i> ▪ Conversion Questionnaire <i>Harris will review the completed conversion questionnaire and confirm our understanding back to GLENDALE</i> ▪ Conversion Program and Data Integrity Tools <i>Harris will design, develop, test and execute the conversion programs necessary to convert GLENDALE's legacy data</i> ▪ Converted Data
<p>Conversion Continued</p>	<p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Participate in the completion of the conversion questionnaire ▪ Extract data from legacy system ▪ Run AR and deposit reports on legacy system prior to extraction ▪ Review conversion files and layouts ▪ Map data with Harris ▪ Perform data integrity and validation testing ▪ Identification and resolution of conversion issues with Harris ▪ Make necessary updates to legacy data ▪ Make necessary manual updates in NorthStar application ▪ Accept conversion results

Implementation Phase	Deliverables /Responsibilities
<p>Testing</p> <p>Milestone 19</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Develop test scripts ▪ Execute software and unit tests ▪ Participate in configuration (conference room pilot), cycle, parallel and final system acceptance testing ▪ List and manage testing exceptions <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Conference room pilot, cycle, parallel and final system acceptance testing consulting <p><i>Harris has a generic test plan used to support user testing of the application. The plan will be customized to include only tests that are germane to GLENDALE installation. The purpose of the test plan is to provide GLENDALE a broad set of tests aimed at familiarizing users with the operability of the application, validating the conversion results, validating rate and control table setups, reviewing process results, and reviewing the outputs.</i></p> <ul style="list-style-type: none"> ▪ Open Issues List <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Assist in preparing test scripts ▪ Perform configuration (conference room pilot), cycle, parallel and cross-phase testing ▪ Develop reference account list for testing. Select approximately 75 – 100 accounts that represent Glendale accounts for testing purposes. ▪ Identify data from GLENDALE’s existing system that will be used in the testing effort. The test scenarios will determine the appropriate cross-section of data (i.e. unique accounts, different rates, multiple meters, deduct meter, adjustments, etc.). ▪ Execute tests ▪ Record test results and exceptions

Implementation Phase	Deliverables /Responsibilities
<p>Implementation Support</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Provide remote support for GLENDALE implementation ▪ Escalate programming related issues to the development team and the Harris PM ▪ Manage and report on open calls ▪ Provide 24 hour response on configuration and support calls during implementation ▪ Provide prompt resolution to all outstanding issues. (Prompt resolution is defined as resolution received in such time that it will not negatively impact the project schedule.) In most cases this will be two to three days. ▪ Apply software updates and fixes as required ▪ Provide remote training or product demonstration as needed ▪ Provide application and technical support <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Open call reports ▪ All implementation support calls are recorded in the Harris eFront system, available to GLENDALE. Progress on open calls can be tracked.
<p>Parallel Processing</p> <p>Milestone 18</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Appropriate Harris consultant on-site with Glendale staff ▪ Validate Parallel conversion data and balances ▪ Assist with Parallel billing and balancing ▪ Run Parallel tools as needed ▪ Assist in any manner requested by customer ▪ Manage daily parallel balancing and exception reporting ▪ Deliver refresher training, if needed ▪ Install, configure and use Parallel Tools to assist with: ▪ Meter Readings from Legacy System ▪ Cash Batches from Legacy System ▪ Calculated Billing Batches from Legacy System ▪ Exception Reporting vs. NorthStar for the same Accounts ▪ Variance Explanation Entry by Account for Audit ▪ Central Screen to View and Modify NorthStar Accounts with Variances ▪ Variance Load to Extra Charges to Force Balancing on Accounts (Rounding Differences) <p>Responsible Party at Harris</p> <ul style="list-style-type: none"> ▪ Technical Services Programmer ▪ Application Consultant ▪ Implementation Support

Implementation Phase	Deliverables /Responsibilities
<p>Parallel Processing Continued</p>	<p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Parallel Conversion <i>The final conversion of data prior to parallel processing and go-live</i> ▪ Parallel Tools <i>The parallel tools will be configured to transpose GLENDALE's legacy data so that it can be compared against data/results with the NorthStar application during parallel processing</i> ▪ Refresher Training ▪ Variance Checking and Correction <i>Comparison of legacy and NorthStar data and processing results</i> <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Validate Parallel conversion data and balances ▪ Perform Parallel billing and balancing ▪ Review and correct accounts with variances ▪ Manage daily parallel balancing and exception reporting ▪ Request refresher training, if needed
<p>Live Cut-Over</p> <p>Milestone 21</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Deliver live conversion, if applicable (Two formal conversions are planned. One prior to cycle testing, one prior to parallel testing. In most cases it is not necessary to plan for an additional conversion prior to going live. If another conversion is required for System Acceptance Testing this conversion will be in scope. Typically at that point, parallel processing is successful and NorthStar will be in synchronization and balance with the legacy system. Minor data issues can usually be addressed through targeted updates the database. With the decision to go-live, NorthStar becomes the Production environment and entering transactions in the legacy system is abandoned.) ▪ Validate and balance Live conversion, if applicable ▪ Manage any items deemed by GLENDALE as not required for live ▪ Assist in any manner requested by GLENDALE <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Customer Assistance <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Provide "go, no-go" decision ▪ Cutover to new system

Implementation Phase	Deliverables /Responsibilities
<p>Post-Implementation</p> <p>Milestone 22</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Have application consultant on-site for a minimum of 40 calendar days subsequent to go-live, up to 480 hours ▪ Assist in any manner requested by GLENDALE ▪ Gain Acceptance sign off from GLENDALE ▪ Provide refresher training, as needed ▪ Training hours or post-implementation hours not utilized within the implementation period of this project may be used at the discretion of GLENDALE within 18 months of the Go Live date. <p>Responsible Party at Harris</p> <ul style="list-style-type: none"> ▪ Technical Services Programmer ▪ Application Consultant ▪ Implementation Support Analyst <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Refresher Training (the number of post-live training days is outlined in the contract. Anything beyond that can be introduced with a project Change Request). ▪ Customer Assistance <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Notify Harris of any problems ▪ Assist with Refresher training ▪ Accept the solution
<p>Cashiering Hardware Delivery and Setup</p> <p>Milestone 24</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Procure, deliver and install cashier hardware identified in Schedule “J” of Software License, Implementation and Support and Maintenance Agreement. <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Cashiering system hardware <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Accept delivery of hardware

Implementation Phase	Deliverables /Responsibilities
<p>Cashiering Software Install and Setup</p> <p>Milestone 25</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Provide services to install and configure iNovah system. ▪ On-Site assessment trip ▪ Requirements Documentation ▪ Validate software installation ▪ Validate hardware function with software. <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Software installed and configured <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Validate software install and hardware function
<p>Delivery of Enhanced Cashiering Software</p> <p>Milestone 26</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Develop, deliver and install cashier system to GLENDALE based on requirements developed in phase: Cashiering Software Install and Setup, including interfaces identified in Schedule "J" of Software License, Implementation and Support and Maintenance Agreement. ▪ On-Site System Training (1 day, up to 8 students, 1 day class) ▪ On-Site End-User Training (1 day, up to 8 students, 1 day class) <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ System training ▪ End-user training ▪ Configured cashiering system to GLENDALE'S requirements <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Participate in training ▪ Test process function of cashiering system
<p>Acceptance of Cashiering System</p> <p>Milestone 27</p>	<p>Harris Responsibilities</p> <ul style="list-style-type: none"> ▪ Resolve any outstanding issues with cashiering system ▪ On-Site Go-Live Support (2 days of on-site assistance) <p>Harris Deliverables</p> <ul style="list-style-type: none"> ▪ Customer Assistance <p>GLENDALE Responsibilities</p> <ul style="list-style-type: none"> ▪ Provide "go, no-go" decision ▪ Accept system as configured

ADDITIONAL ATTACHMENTS

The following additional attachments pertaining to the SOW are as follows:

GLENDALE Project Milestones and Pricing Worksheet

GLENDALE Project Plan Draft

GLENDALE Interfaces Attachment

GLENDALE Modifications Attachment

**Schedule E: Interfaces Attachment
to the Statement of Work for
GLENDALE**

Glendale Required Interfaces:

1. GL & AP Interface – PeopleSoft

Harris will be responsible to create all GL interfaces necessary to all financial transactional data from the Harris NorthStar product to the City's PeopleSoft environment. This will be a batch interface and not a real-time transactional interface.

2. Meter Reading Interface – Itron

Harris will be responsible to create the interface between Itron meter reading system and the Harris NorthStar product. This will be a batch interface and not a real-time interface. This will include both uploads and downloads. In addition to meter reading data, the interface will also transfer meter reading notes, error codes and route resequencing data from Itron into NorthStar's product

3. Lockbox Interface

Harris will be responsible to create the interface between the City's cash remittance system and the Harris NorthStar product. This will be a batch interface and not a real-time interface.

4. Tele-Works interface

Harris will be responsible to create the interface between the Tele-Works IVR system and the Harris NorthStar product. This will be a real-time interface. This will include all current functionality contained in the City's current IVR applications in addition to the following:

- a. The system has the ability to create outbound call lists of customers who need to be notified of delinquent status or pending shut-off and send to the IVR for call processing**
- b. Call results from the IVR are returned back to the CIS system and logged as a contact against the customers account**
- c. Cash/credit card only customer status is passed to IVR disallowing check and EFT payments.**

- d. Payments from the IVR get posted directly to accounts when they are approved/authorized.
- e. IVR payments on delinquent accounts will require the customer to pay all outstanding amounts owed. This will also remove the customer from the delinquency process. Cash only customers cannot pay by EFT or Check.

5. Hansen Asset Management System Interface

Harris will be responsible to create the interface between the Hansen Asset Management system and the Harris NorthStar product. This will be a bi-directional real-time interface. Service order data from NorthStar can be transferred into Hansen and completed service order/work order data will be transferred back into NorthStar. In addition, meter change out work orders created in Hansen will be interfaced to NorthStar and create the appropriate meter change in NorthStar.

6. Paradigm CompuWeigh Interface

Harris will be responsible to create the interface between the Paradigm CompuWeigh system and the Harris NorthStar product. This will be a one direction batch interface. Billing information from Paradigm will be imported into NorthStar for bill processing.

7. ESRI Interface

Harris will be responsible to create the interface between the ESRI ArcGIS system and the Harris NorthStar product. This will be a bi-directional real-time interface. From within the NorthStar product an ArcGIS engine interface will be developed to view GIS and related CIS data including customer, meter, service and meter readings. From a Customer record the map will display customer account location based on parcel number or other identified data for linking map location and NorthStar location. The interface will also provide a method to select locations (parcels) on the map and have the related NorthStar customer data selected and available for further processing such as notices, letters, IVR outbound calls , comments, service orders, etc.

8. Centralized Front Office Cashiering System

Harris will be responsible to create the interface between the selected Glendale Cashiering system and the Harris NorthStar product. This will be a bi-directional real-time interface. Real-time payment data will flow from the cashiering system into NorthStar and affect

account balances when posted. All billing data will be available in the cashiering system for payment processing. In addition, cash only or other account flags from NorthStar will be visible in the cashiering system.

**Schedule E: Modifications Attachment
to the Statement of Work for
GLENDALE**

Glendale Required Modifications:

- 1. Bill processing – Any enhancements to the system deemed necessary to allow Glendale to properly process billing in accordance with its ordinances will be considered in the scope of this project. Harris will be responsible for developing these enhancements and delivering them to Glendale for testing and approval.**
- 2. Deposit processing – Provide the ability to process, bill and refund deposits based on Glendale’s requirements.**
- 3. Transaction approvals – Harris will develop work flow to allow transaction approvals prior to account posting based on multiple ranges of dollar value with one or several authorizers per dollar range.**
- 4. Winter Quarter Average review process – Harris will adjust the winter quarter average calculation and update process to allow review and edits before update to customer accounts.**
- 5. Commercial Sanitation handling and billing per Glendale’s specific requirements. Harris will develop any enhancements necessary to properly bill Glendale’s commercial sanitation accounts per Glendale’s specifications.**
- 6. Summer Excess calculation – Harris will develop any enhancements necessary to properly calculate the summer excess charge and apply to customer bills per Glendale’s specifications.**
- 7. Harris will develop eCare modifications consistent with proposed IVR interface functionality. In addition, new customer processing capabilities will be developed in eCare consistent with Glendale’s processes.**

Schedule "F"

Sample Form Change Order

Change Order



Client	_____	Date	_____
Client	_____		_____
Contact	_____	Software	_____
Client Email	_____	Application	_____
	_____		_____



Attachments:



000 \$0.00

Chargeable Hours	Rate	Amount
000	000	
Non-Chargeable Hours	Total Hours	

Client Signature _____ Date _____

Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.



Customer # _____ Application # _____ Originated by # _____ PO# 0000000



**Harris Computer System – NorthStar Division's Response to
City of Glendale
Utility Billing/CIS Software and Implementation Services**

HARRIS

Prepared for:
City of Glendale
Attn: Materials Management
6829 North 58th Drive, Suite 202
Glendale, Arizona
85301-2599

Due: Sept. 28th, 2007 at 2:00pm LOCAL TIME

Harris NorthStar Division

CONTACT: Curt Craig
TITLE: Regional Sales Manager
TELEPHONE: 509.535.7890
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Corporate Headquarters:

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613.226.5511



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1) 1.20.3 TRANSMITTAL LETTER

The transmittal letter will indicate the intention of the Offeror to adhere to the provisions described in the RFP without modification. The letter of transmittal will:

- 1) Identify the submitting organization;*
- 2) Identify the person, by name and title, authorized to obligate the organization contractually;*
- 3) Identify the contact person responsible for this response. Specify, phone, fax, and email address;*
- 4) Explicitly indicate review and acceptance of the Terms and Conditions and identify exceptions or "deal breakers";*
- 5) Acknowledge the proposal is considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted;*
- 6) Acknowledge completion of the Pricing Worksheet;*
- 7) Signed by the person authorized to contractually obligate the organization.*

Please find the Transmittal Letter on the following page.



2) 1.20.4 EXECUTIVE SUMMARY

1.20.4.1 The Offeror will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal response.

1.20.4.2 In addition, the Offeror must clearly and specifically detail all exceptions to the exact requirements imposed by this RFP.

Proud of Our Progress, Excited About Our Future

To achieve the vision outlined in this RFP, the City of Glendale needs a partner with focus and dedication, and a solution that will exceed your requirements—Harris Computer Systems (Harris) is that partner, and Harris' flagship CIS, NorthStar, is that solution.

We at Harris-NorthStar acknowledge the City of Glendale's efforts to replace its MB, MR, and GR systems in an effort to provide a streamlined, highly-functional environment to better serve your residents and employee base in a cost-effective manner. We are also cognizant of the City's important requirements for Miscellaneous Billing – we look forward to presenting NorthStar to you.

After reviewing solicitation #07-69, Harris-NorthStar would like to assure the City of Glendale that we will not only meet or exceed the requirements detailed in this response, but that Harris-NorthStar will ensure that the City's implementation will be executed on time, and within budget. Our staff of experts has an unparalleled knowledge base of billing/CIS requirements, including Water, Sewer, and Solid Waste requirements – we understand the business challenges billing professionals face every day. CIS is our *passion*; for over 30 years, we've focused solely on municipal and independent utilities. NorthStar is built specifically FOR CIS professionals, BY CIS professionals.

Harris-NorthStar is pleased to submit this proposal for application software and implementation services to the City of Glendale. This is a complete proposal incorporating all applications and services requested. Notably, Harris-NorthStar delivers all application software and services outlined, so the City of Glendale has one single point of accountability for this project.

Our definition of solution comprises corporate culture/history, software, services, support and user community. Based on the needs identified in your RFP, our solution is as close a functional match as you will find.

A Solid Migration and Growth Path—Software for Life

All Harris-NorthStar clients on an active support contract are eligible for one of the most solid policies in the industry: Software for Life.

With this program, the City of Glendale will never pay licensing fees for any upgrade, which includes upgrades within your software solution or upgrades to other Harris software. As a result, your organization will have the latest technologies and platforms. With Software for Life, Harris always has a solution in place for your growing, changing requirements.

The Features of NorthStar CIS include:

- Platform independence: NorthStar CIS includes full customer choice from an operating system and database perspective, allowing customers to select the vendors that provide a compatible match with their IT strategy, resources and budget.
- Enhanced usability and streamlined processes: NorthStar CIS has been designed to improve operational efficiencies with the CIS, cash receipt and billing functions. It allows complete

customization per user, workgroup and process in order to facilitate workflow. Optimization of form design, layout and procedures have been refined and tailored based on feedback from Harris-NorthStar's broad customer base.

- **Simplified Reporting:** NorthStar's built-in report generator enables staff to generate information *simply*; how they want it, when they want it, without having to learn another complex reporting system. NorthStar's Executive Information System (or EIS) empowers management and casual users with critical information via a simple, easy to navigate browser interface.
- **Customer Empowerment:** NorthStar's feature-rich customer web-portal empowers customers with the information and actions they need – from reviewing consumption and billing history, to enabling customers to log service calls, enter meter reads, and of course pay their bills.
- **Flexibility:** NorthStar is known for its flexibility in supporting complex, multi-service utilities – just look at our customer base. As the City of Glendale's service offerings grow, NorthStar will not be a constraining factor, but rather an enabling solution.
- **State-of-the-Art GUI:** NorthStar GUI controls facilitate superior user navigation, system maintenance and automated processing. Easy-to-use, tabbed user screens include "gateways" which allow the user to access multiple accounts, functions and data simultaneously – all while NorthStar's Java Swing technology remains extremely thin to ensure optimum performance and minimum client hardware requirements.

After reviewing your specific needs, Harris-NorthStar is confident that we are an excellent functional match and as close to a fit as you will find outside of custom written software. We welcome the opportunity to demonstrate NorthStar CIS's capabilities and illustrate how our software will meet and exceed your needs.

The Harris-NorthStar Advantage—Overall Benefits for the City of Glendale

- **Minimized risk** – a proven implementation methodology executed by experienced professionals – we will bring your project in on-time, and within budget.
- **Mature version of solution:** NorthStar's last major release, version 6, began new implementations in 2005 – many vendors' versions are not nearly as established.
- **A very low total cost of ownership** because of Harris' Software for Life policy.
- **A single point of accountability** through a solution designed, implemented and supported by one vendor, Harris-NorthStar.
- **Minimal IT support** is needed to maintain NorthStar CIS; in fact, many of our NorthStar customers do not have an IT department.
- **An ongoing support model** promotes a long-lasting relationship.
- **A fully featured, functional and configurable solution**, one that is constantly evolving to meet your business needs without significant customization.
- **Financial strength and stability** to ensure the long-term viability of our partnership.

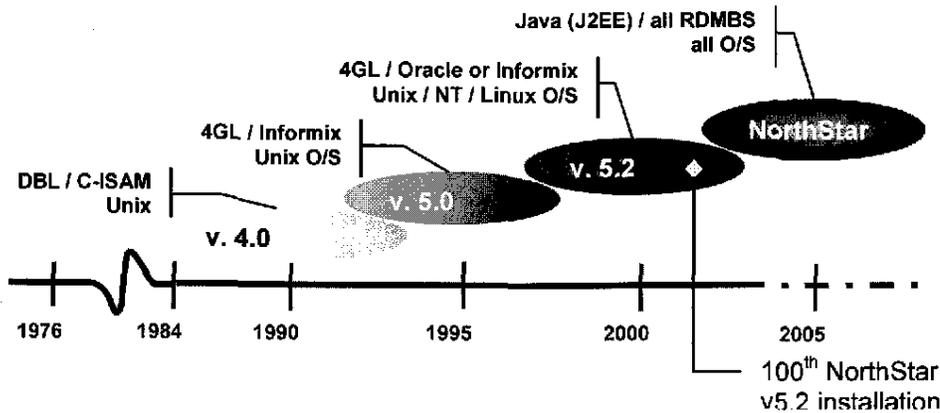
3) 1.20.5 OFFEROR QUALIFICATIONS

1) *Vendor Profile and Product History: The offeror shall provide a profile of its organization and all other companies who will be providing products or services through a subcontracting arrangement with the offeror. The offeror will also provide a brief history of the solution they are proposing.*

Harris Computer Systems has been in business since 1976

The initial products developed by Harris focused on property tax billing for Ontario municipalities. The product line quickly expanded to include utility billing and financials with the release of Public Utility Billing Systems (PUBS). In May 2003 Harris renamed its entire CIS product suite from PUBS to NorthStar to reflect the changes of the product and the company.

By the late 1980's, NorthStar v4.0 had become the dominant CIS/billing solution for Ontario utilities, earning over 33% market share of the 300 local distribution providers. Originally developed as a 3rd generation application for DEC systems, NorthStar was ported to UNIX in 1988.



A redevelopment initiative in 1995 created NorthStar v5.0—a 4th generation application. The emergence and acceptance of open, relational databases management systems and SQL standards led to major incremental releases culminating in the current NorthStar v5.2 product. NorthStar v5.2 was officially released in 1998 and the first customer went live in early 1999.

The features and functions of CIS solution continue to grow as our large customer base utilizes the software to increase their level of customer service and increase their operational efficiency, while at the same time diversify and expand their service offering. The authors are former utility employees who can directly relate to the requirements for all stakeholders of a CIS.

The current release, NorthStar v6.0, retains the robust capabilities and proven reliability of its predecessor, NorthStar v5.2. NorthStar v6.0 benefits from the multi-tier design: multi-platform support for operating system and database, enhanced usability, and state-of-the-art user controls. NorthStar v6.0 also inherits the enterprise class infrastructure of Java application server, providing the scalability and reliability for any-sized utility. One of the hallmarks of the J2EE architecture is that it provides operating system and database independence. The scalability NorthStar inherits as a J2EE application combined with the tools for application integration provides tremendous value to all customers.



NorthStar was also designed to fully integrate with Harris' entire CIS product suite. Internet and mobile extensions of our existing customer management module CARE are fully preserved and enhanced. eCARE, a fully interactive utility customer portal allowing electronic bill presentment and payment, will leverage the J2EE architecture to provide the required scalability to manage simultaneous transactions as adoption rates for customer self service continue to rise. mCARE, our mobile service order management application, will also benefit from the standardization of J2EE client interaction allowing our customers to have the freedom to choose the best mobile or wireless device for their workforce.

Harris delivers all application software and services outlined, including hardware, so Glendale has one single point of accountability for this project. Our definition of solution comprises corporate culture/history, software, services, support and user community. Based on the needs identified in your RFP, our solution is as close a functional match as you will find.

Our parent company, Constellation Software Inc. (CSI), is a conglomerate of vertical market software (VMS) companies, each focused upon dominating its respective market niche. There are currently seven companies in the portfolio.

With the backing of a significant pension fund and 15 acquisitions completed to date, Constellation has both the resources and track record to provide confidence and comfort to the owners and stakeholders of CSI and the portfolio companies. For more information on CSI, please visit their website:
<http://www.csisoftware.com>

NorthStar Overview

Our NorthStar system includes full billing and customer management, service/work orders, a web portal for customer account access/management, user and executive-level reporting. In addition, NorthStar offers feature-rich, online functionalities, including bill payments with NorthStar's eCARE module. Our customers are using a number of different payment processing solutions integrated with NorthStar. Some of the more popular solutions are provided by VeriSign, Kubra and Creditron. This proposal will describe NorthStar in more detail.

NorthStar has evolved since 1976 through continual enhancements and modifications to include all aspects of billing, customer service and financial processes.

Our CIS/billing system provides a single solution for tracking all interaction with customers, including consumption history; billing history; adjustments; credit history; meter inventory; premise and meter history; service order history; and more.

After reviewing your specific needs, Harris is confident that we are an excellent functional match and as close to a fit as you will find outside of custom written software. We welcome the opportunity to demonstrate NorthStar's capabilities and illustrate how our software will meet and exceed your needs.

2) Minimum Qualifications: Describe how you meet the minimum requirements listed in section 1.6.

The Harris NorthStar division is the flagship division of the company. Harris NorthStar has over 175 customers using our software to bill more than 6 million monthly customer bills, over half of which are installed in the United States and of similar size to Glendale. We have a staff of over 82 people with 16 dedicated to research and development and another 17 to customer support. Our yearly budget allowance for R&D is over 16% showing our commitment to continued product improvement. Our divisional focus is to deliver the finest CIS and billing software on time and on budget.

Putting Your Solution Together

NorthStar supports:

- All leading operating system environments (Microsoft, UNIX, Linux)
- All open database platforms (SQL Server, Oracle, IBM Informix)
- Full client GUI and light client (browser based)
- Completely table-driven providing high degree of configuration that meets over 90% of customer requirements without customization.

NorthStar does support SQL, Oracle and IBM Informix; however, we are recommending a SQL database on a Windows 2003 Server for its cost-effectiveness. If Glendale prefers, we can propose other solutions as well.

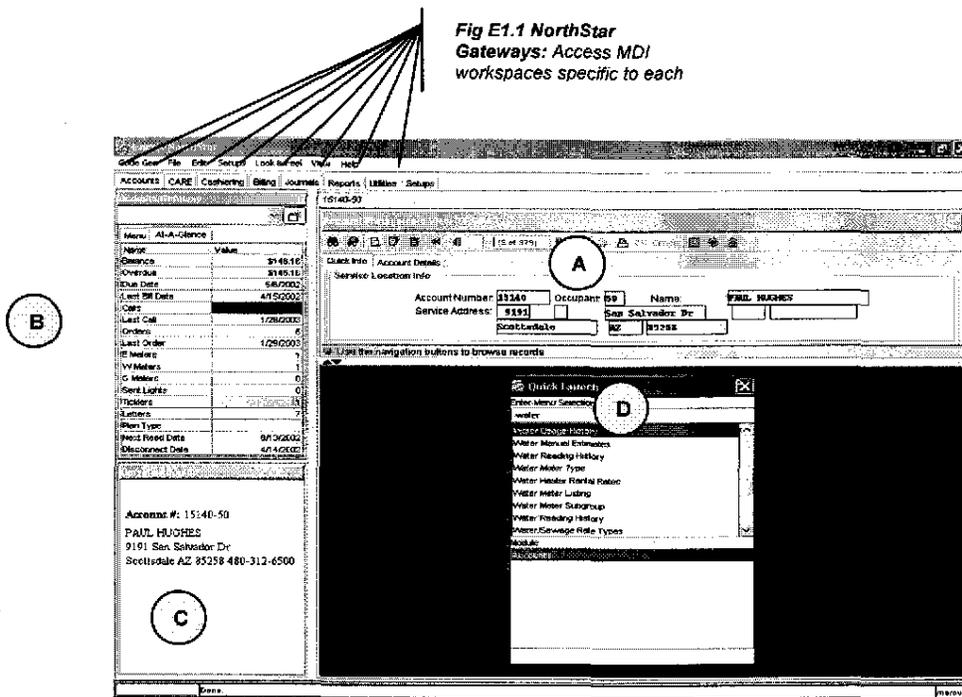
Graphical User Interface

NorthStar enhances the trusted functionality of the Harris CIS through the adoption of Java technology for the user interface. Harris has used new technology to provide a user-friendly interface suitable for the wide variation in user profiles.

Gateways

Most customer service requests are initiated with a customer inquiry either by telephone or in person. Harris has engineered NorthStar v6.2 so that once a staff member has located a customer in the system, it is easy to navigate to all of their information; however, this is not the only method of navigation in NorthStar. Harris has also engineered Gateways for CARE (our CRM module), Cashiering, Billing, Journal Entry, Reports, Program Utilities, and System Setups. Each Gateway is a full Multi-Document Interface (MDI) workspace allowing multiple windows to be open in each Gateway simultaneously.

Fig E1.1 NorthStar Gateways: Access MDI workspaces specific to each



Highlight of GUI Features:

- A** Header Information: Find, Advance Find, Add, Edit, Delete, Record Navigation, Undo, Print, Accept and hot keys are common on all form headers. Detailed info nested with tabs to optimize screen real estate. Each field in the header is searchable with the general find (alone or in combination with other fields). Advance find allows you to build more complex query statements.
- B** At-A-Glance: A customizable summary of critical and common account information to provide fast answers. Color codes on specific criteria to highlight information to reflect business processes. Drill through on to detail screens to make changes or provide further information.
- C** Current Account: Allows users to always understand the critical customer information for the current account. Allows account header to be minimized or closed when accessing other forms. This feature is extremely useful in multitasking environments when multiple account screens are open simultaneously. The window is fully customizable allowing each utility to specify the critical information that sets the account context.
- D** Quick Launch: A fast and effective method of navigating to the form, report, or program that is required. A key ahead feature matches the available choices based on the user input. The second half of the dialogue indicates the type of module (account level, set-up level, report, etc.) to further assist users in navigating to the correct function.

Customer Account Details

Once a customer is located within the system, the Quick Launch is an effective method to drill down into further detail to answer the request. Figures E1.2 and E1.3, on the following page illustrate typical account detail screens.

Each detail screen is opened in a separate window that can be maximized, minimized, or custom sized to fit the workspace. Multiple detail screens can be open for each customer. NorthStar remembers the user setting for each screen combination allowing each user to set their workspace once.

Figure E1.2

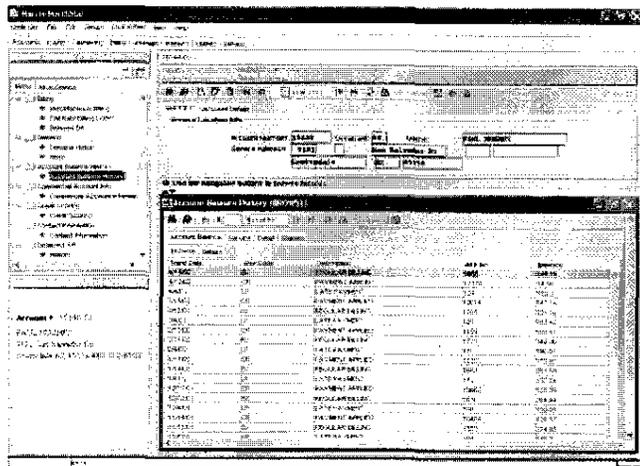
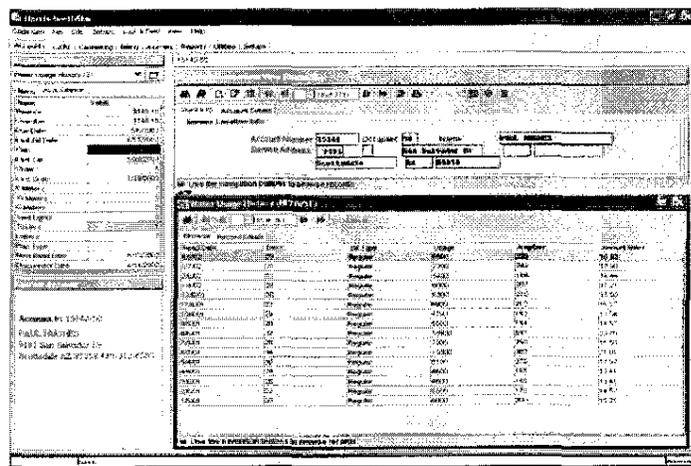


Figure E1.3



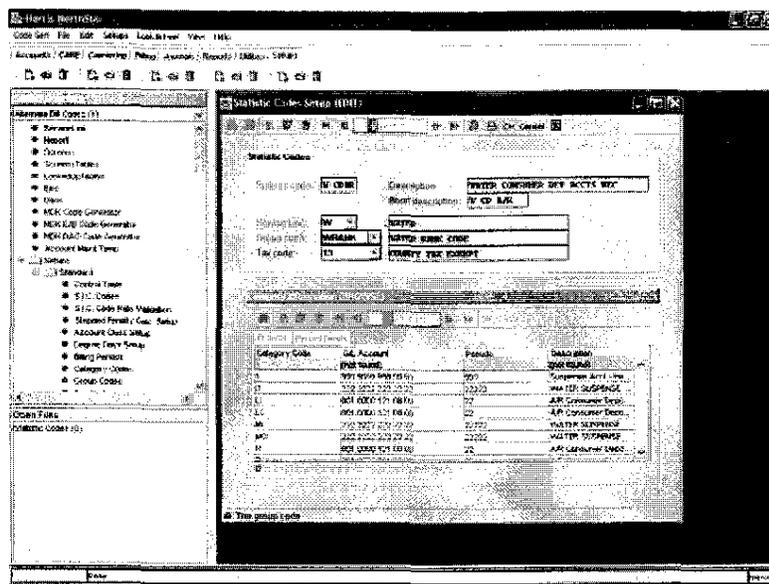


Figure E1.4

Single Point of Contact

Harris Computer Systems serves as the single point of contact through a solution designed, implemented and supported by one vendor, Harris. The Primary Vendor Contract is:

Rob DiMurro
 Executive Vice President, Harris NorthStar Division
rdimurro@harriscomputer.com
 1 Antares Drive Suite 400, Ottawa, ON K2E 8C4
 613-226-5511 x2146

3) Experience: Describe your organizations experience in implementing your solution and how your solution has improved your customers' operations.

30 Years and Thousands of Satisfied Clients

Since 1976, Harris has designed solutions specifically for local governments and utility companies, which demonstrates our dedication and our focus. It is our business to know your business. Over 4,500 clients use a Harris system to manage their organizations, maximize their productivity and lower their operating costs.

Our longevity also speaks to our success. Harris is an organization that fosters long-term relationships. We would be pleased to a contributor of the City of Glendale's success and as Glendale grows, Harris will adapt to your new needs.



4) References: Provide at least 10 references with contact information (including description of customer's business and operations) in the U.S. of similar size to Glendale.

City of Scottsdale
 7447 E. Indian School Rd
 Scottsdale, AZ 85252
 Jacob Beard
 480-312-7018 jbeard@ScottsdaleAZ.gov

City of Glendale
 141 North Glendale Ave
 Glendale, CA 91206
 Craig Herman
 818-550-4723
CHerman@ci.glendale.ca.us

Alderwood Water & Wastewater Dist
 3626 156th St SW
 Lynwood, WA 98087
 Liz Winder- Customer Accounts Supervisor
 425-743-4605
liz@alderwoodwater.com

City of Santa Clara
 1500 Warburton Ave
 Santa Clara, CA 95050
 Maria Hayes-Senior Consultant
 408-615-2378
mhayes@ci.santa-clara.ca.us

City of El Paso de Robles
 1000 Spring Street
 Paso Robles, CA 93446
 Jody Dauth-Administrator
 805-237-3999
jdauth@prcity.com

Highline Water District
 23828 30th Ave S
 Kent, WA 98032
 Debbie Prior- Admin Manager
 206-592-8906
dprior@highlinewater.org

Healdsburg City Utilities
 401 Grove St.
 Healdsburg, CA 95448
 Roger Cathey- Accountant
 707-431-3583
rcathey@ci.healdsburg.ca.us

City of San Marcos
 630 E. Hopkins
 San Marcos, TX 78666
 Mr. Ernest Cavazos - Utility Business Office Manager
 (512) 393-8384
Cavazos_Ernest@ci.san-marcos.tx.us

Oakland County MI
 One Public Works Drive
 Waterford MI 48328-1907
 Sandy Greenacre - Customer Service Supervisor
 (248)858-1106
greenacres@co.oakland.mi.us

Watertown Municipal Utilities
 901 Fourth Avenue Southwest
 Watertown, SD 57201
 Mr. Adam Karst - Director of Administrative Services
 (605) 882 6233
akarst@watertownmu.com

4) 1.20.6 PRESENTATION OF SYSTEM OVERVIEW

The offeror shall cover the following topics:

1) Identify the supplied software modules, system architecture and development tools.

Harris has implemented a new and comprehensive online help system for NorthStar. This system provides the following information: user reference, form completion, how to complete specific processes that span several forms and the implications of specific field settings. Harris' online system is in HTML and utilizes interactive screen shots, movies and other teaching aides to reduce application training and provide a dependable support resource.

NorthStar—Developed with Java

NorthStar has been developed primarily with Java (Java 1.5, J2EE and Swing), SQL 92 (MS SQL Server, Oracle, Informix), XML and HTML technologies (CSS/JavaScript). No programming language skills are necessary to maintain the software or database. Within the application itself, all the tools necessary for managing the menus are provided without the need of programming.

In order to add additional fields or create new tables, external SQL tools are required – the specific ones depend on the database platform NorthStar is deployed with and are typically included with the SQL server software itself. Internally NorthStar provides several tools for monitoring the client performance, auditing files and the J2EE server performance. In particular, extensive logging capabilities on the server side allow database administrators to evaluate the exact queries being sent to the database so database tuning can be performed. Actual tuning of the database, and performance monitoring of it, are best done using tools supplied or suggested by the vendor of the selected database.

2) Other software that is required for the solution.

3) Identify the recommended hardware.

Other than the database software and operating system software, no other software is required.

NorthStar Requirements

Application Server (Over 50 users)

- Microsoft Windows 2003 Server or XP (Linux, Solaris or Unix configurations also available)
- 2 – 4 processors, 6GB RAM, 20 GB HD
- Application Server Independent, but we recommend JBOSS
- Network connectivity

Database Server (Over 50 users)

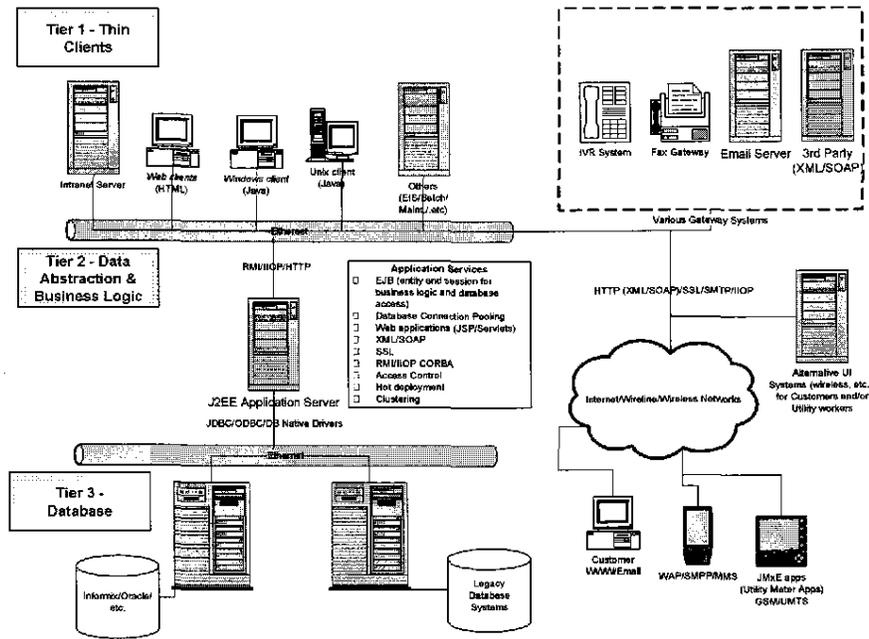
- Microsoft Windows 2003 Server or XP (Linux, Solaris or Unix configurations also available)
- 2 – 4 processors, 6GB RAM, 70+ GB HD

- SQL database (Informix or Oracle configurations also available)
- Network connectivity
- Data back-up capability

Client

- Microsoft Windows 2000 Workstation or XP
- Intel 1Ghz, 512 MB RAM, 10GB HD, Graphics card
- JRE version 1.4+
- Network connectivity. Remote clients require a high-speed internet with a VPN connection
- Connecting Server to Client—Sample Architecture
- NorthStar requires TCP/IP connectivity between the application server, database server and clients. NorthStar supports any TCP/IP network providing that the application and database servers have static IP addresses.

Clients can have dynamically assigned IP addresses and will require network connectivity. Remote client sites require either LAN/WAN or VPN service and high-speed internet. Below is a sample of the client server architecture.



4) Describe recommended redundancy and fault tolerance guidelines.

Redundancy and fault tolerance guidelines are based on the hardware chosen by the City of Glendale to run the NorthStar solution. Harris works with each customer to address their back-up and disaster recovery needs. In many cases, customers have well established disaster recovery protocols and Harris configures the NorthStar database to comply with those protocols.



5) Identify recommended operating environments: production, test, QC, etc.

NorthStar is a platform, database and hardware independent system that interacts with multiple operating systems. Our current client base is using the following database platforms: Informix, Microsoft SQL Server and Oracle. Each database is configured to integrate with the NorthStar application. We confirm that the database is supplied with a programmer's environment with tools for optimization, file index maintenance and ad-hoc reporting. The database design allows for a wide range of "drill-down" capabilities. We make sure that table and column names are intuitively labeled and linked columns are consistently named.

It provides a true separation of the user interface, business rules and processing as well as the database. It offers customer choice on user interface—whether it is windows, java, html or browser based. Harris will work with Glendale to find the best hardware fit to meet your requirements.

6) Describe the application security environment.

Harris' NorthStar solution provides three levels of security for user access control and permissions to facilitate rapid user set-up and easy user maintenance while protecting data access and data writing privileges. The NorthStar application provides the ability to create security groups and then modify security settings for individual users within each group. The group and individual user security controls provide the ability to grant access to functional modules, menus, screens, fields and the ability to read, read/edit, or add/delete records. Security profiles are defined as security groups and the profiles are stored within the application database.

Group-Level Security

Group-level security allows members of a group (e.g., customer service representatives, cashiers, accounts receivable clerks, etc.) to have access to a defined set of programs and processes. System administrators can add, edit, or delete members to and from the group and easily maintain the program and processes available to each group. Harris' professional services assist new customers in establishing and configuring group profiles at implementation.

User-Level Security

User-level security allows individual users, even if they belong to a group or several groups, to have their own specific set of user permissions. For example, a manager or departmental supervisor will have the same access as general users in the group, but will also have additional permission to override established system controls. The processes that require unique user-level permissions are established at implementation based on each customer's specific business processes and audit controls. Harris' professional services assist all new customers with mapping out user-specific functions prior to implementation to ensure that associated processes are configured for user-level security. NorthStar can be configured such that a supervisor or manager can override lockouts for users that attempt to initiate processes with insufficient security rights.

Field-Level Security

Field-level security provides a means for restricting individual users from changing or editing certain fields or records. Field-level security focuses on one table at a time, providing an audit trail or transaction log of database activities that affect the records it stores. Field-level security is used in situations where general access is required to a program or process that contains a limited number of read-only fields.

7) Describe the User Interface.

NorthStar is completely platform, hardware and database independent. It provides a true separation of the user interface, business rules and processing as well as the database. It offers customer choice on user interface—whether it is windows, java, html or browser based.



NorthStar provides support for multiple-user interfaces, rapid web-enablement of additional processes and access from mobile devices. At the client tier, the NorthStar GUI controls facilitate superior user navigation, system maintenance and automated processing. The Java Swing user interface provides a fully functional client that remains super thin to ensure optimum performance and minimum client hardware requirements. NorthStar is independent of the database and operating system tiers to ensure that our clients are not locked into a proprietary or single vendor.

8) Describe your future direction and plans for the software.

The current product release number is NorthStar version 6.2.9. which was released on September 25, 2006 and includes regular monthly distribution release of defects, fixes and enhancements.

Harris NorthStar is premised on providing a major release of the product annually as it is driven by our Executive Steering committee. Each major release is an extension of our versioning process i.e. 6.2 versus 6.3. When a major upgrade occurs, this takes the same path except it changes the versioning series such as moving from version 5 to version 6. This occurs at the time of our annual release and occurs about every 3 years.

NorthStar v6.3 is projected to include:

- Automation of metering and billing processes.
- Job scheduling capabilities.
- User definable fields.
- Improved Equipment inventory.
- Customizable user profiles.
- Archive capabilities.
- Browser User Interface.
- Embedded ad-hoc reporting capabilities.

9) Describe how program exits or other external process logic is applied to the system.

All data can be exported via XML. External logic can be applied by manipulating the database data directly using custom applications. External applications can also be integrated into the NorthStar menu system for user activation.

10) Describe all pre-existing interface points.

11) Describe your approach to writing and managing interfaces.

NorthStar Interfaces are essentially file exports from third-party vendors that we map to using flat-file/XML/API or Web Services. Harris' approach to creating custom interfaces mirrors its overall approach to project implementation where we gather City of Glendale's business requirements then design, build and test the interface(s).

Other software solutions which would be of benefit to City of Glendale are as follows:

Interface – Handheld AMR – Itron MVRS	Interface – Financial System - TBD	Interface – Remittance Processing - Acuracy
Interface – Work Orders - CRJO	Interface – OMS - 21 st Century	Interface – Meter Inventory – Co. Number System
Interface – GIS – ARC FM	Interface – Bill Print - Shelton-Turnbull	Interface/Setup - eCARE
Interface/Setup - mCARE	Interface/Setup - eDOCS	Interface/Setup - EIS



12) Identify existing functional deficiencies based on the scope and requirements.

In comparing the NorthStar package with your requirements, there are some areas where there are functionality variances. Many of these items are planned for an upcoming release: Service order scheduling and routing, Workflow and approvals, miscellaneous inventory, and enhanced meter testing programs. Other items that are not currently in our software or our future development plans will be created to your specifications. Examples include: Conservation billing, interfaces to other software packages, and the addition of specific fields to our screens to meet your needs.

13) Describe the required skills needed to technically support and maintain the system.

As a technology vendor, we also use technology extensively to support our customers. Two years ago, Harris implemented eSupport from Epicor Software. This is a highly sophisticated call tracking system that allows us to actively manage and monitor outstanding calls and ensure we take appropriate action. Calls can come in via telephone or be entered directly via the Internet. Once calls are entered, we have the ability to track every contact and conversation through to resolution. It can also be used to analyze call types, elapsed times and a host of additional data points. eSupport goes even one step further. Once a call is closed, an email is generated and sent to the customer notifying them the call has been closed. If the customer feels the call has not been closed to their satisfaction, they can simply reopen the call.

eSupport also details other customer pertinent information, such as Customer Newsletters, User Group Information, FAQs and User Forums. Forums add an additional level of support. Customers communicate in real-time and share ideas or post questions relative to specific NorthStar functionality or modules. By offering different channels of support, we provide a complete networking tool for all NorthStar customers.

Another use of technology employed by our support organization is the ability to help our customers remotely via the Web. Our support staff and customers can electronically share their desktops and have both support and the customer see what is on the customer's screen.

In addition, support staff have the ability to remotely take control of the customer's computer (with the customer's permission) to show a potential work-around or to simply verify the issue.

This helps us better identify potential problems and resolve them quickly. Customers no longer have to try and explain a support issue; we can see it for ourselves. If appropriate, support can also provide a short refresher on a function to resolve the issue.

14) Describe your upgrade policies, frequencies and costs.

NorthStar is premised on providing a major release of the product annually as it is driven by our Executive Steering committee. Each major release is an extension of our versioning process i.e. 6.2 versus 6.3. When a major upgrade occurs, this takes the same path except it changes the versioning series such as moving from version 5 to version 6. This occurs at the time of our annual release and occurs about every 3 years. Harris uses a number of tools and processes so customers can easily manage software changes, patches and version control. Enhancement and patches are released via self-installing files posted on the Harris eSupport website. In general, fixes and patches are installed only on the server, but if required, are easy to install on both the server and client.

In order to provide version control, you can view a list of installed patches. In addition, as part of the process for installing patches, the application verifies that all preceding patches are installed before installing the current patch. In the release notes, you can look up which functionality was enhanced or fixed.



During upgrades, custom modifications are preserved within NorthStar's core source code primarily through the use of two effective mechanisms: "customer keys" and "key values". Key values control small-scale changes in NorthStar's behaviour and can be turned on or off through NorthStar's setups. Customer keys, which are designed to be "always on", uniquely identify a set of large-scale modifications and special programs as belonging to an individual customer site.

Customers are encouraged to stay current and minimize upgrade complications by keeping within two versions of the most up-to-date release. Harris' on-going development effort means that new innovations and system improvements are integrated into NorthStar's source code on a continuous basis. Because of this, upgrading versions of NorthStar that are progressively farther away from the most current release often require more time and effort. Initial installation of the upgrade typically takes up to a day to complete. Harris recommends that customers allow a week for testing followed another day to move the upgrade into the live production environment.

Under the Software for Life policy, the City of Glendale will never pay licensing fees for any upgrade, which includes upgrades within your software solution or upgrades to other Harris software.

- 15) Describe software licensing. (server, user, processor based, etc)
- 16) Warranty and support.

Please find a copy of Harris' Software License, Implementation and Support and Maintenance Agreement in section 1.20.11 LEGAL DOCUMENTS AND COMPLIANCE REPORTS.

- 17) Technical system documentation (not marketing material)

Documentation for NorthStar v6.2 will be available in online format. The online help is in HTML format and is viewable through an internet browser (Harris recommends Internet Explorer 6 or higher). Portions of the online help are available in MS Word format In reference to add-on software, additional third-party software (i.e. Cognos Report Writer) comes with its own documentation for which Harris is not responsible. Currently, there is documentation in MS Word format for selected Harris add-on products. Harris plans to develop online help systems for its add-ons in the near future.

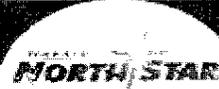
Harris will provide as many electronic copies of its documentation as the customer requires, but it no longer supplies hard copy documentation. The online help is not user-editable; however, it is kept up-to-date by Harris as new components and modifications are developed. Harris can provide electronic copies of end-user documentation for software customizations requested by the user.

5) 1.20.7 PROJECT IMPLEMENTATION PLAN

Use template provided in Appendix C2 to cover the following items in your response:

- 1) *Project Management*
- 2) *Database Setup and Configuration*
- 3) *Application(s) Installation*
- 4) *Application set up (Tailoring, Configuration, User Set Up)*
- 5) *Configuration Change Management Control*
- 6) *Data Mapping and Conversion*
- 7) *Testing – Unit and System*
- 8) *Interfaces*
- 9) *Process Changes*
- 10) *Forms Changes & Design*
- 11) *Reports*
- 12) *Training – System and End-User*
- 13) *System Acceptance Testing*
- 14) *Transition to full operations (cut-over)*
- 15) *Period ending reporting and closing cycles*
- 16) *Backup and Recovery*
- 17) *On-site post go live support for 2 weeks plus 6 weeks of on-call support (consultant provided)*

Please find the completed Appendix C2 template and the Project Plan on the following pages.



6) 1.20.8 DESCRIPTION OF SERVICE TEAM EXPERIENCE AND CAPABILITIES

- 1) Provide your proposed project organization chart
- 2) Provide the name of each team member and their role on the project.
- 3) Provide resumes and relevant experience for each proposed team member.

Our dedicated full-time support group has over 50 cumulative years of experience serving and supporting Harris customers. Within the utility industry, they have over 100 cumulative years of experience. Prior to Harris, many of our staff were employed with utility companies and municipalities, which gives them a deeper understanding of your work environment and daily challenges.

Terry Ridyard, Project Director

Terry has 18 years of experience in utility billing and operations on both the retail and distributor sides of the market. Serving in senior management positions within the utility industry, Terry has managed software implementations, migrations to unbundled rate structures and electronic transactions implementations in deregulated utility environments. Terry also previously worked for Cayenta, a division of Harris, implementing their utility billing solution.

- 18 years of utility operations and utility-billing experience
- Project Management of software implementations, remote data acquisition services, wholesale and retail settlements and web posting of customer data
- Solid industry experience in the inner workings of the utility environment
- Terry has a Bachelor of Administrative Studies from Trent University, Ontario.

Doug Cathcart, Project Manager

Doug has been a Project Manager since 1992, working in both public and private industries. He has participated in integration projects involving the management and implementation of various technologies. His expertise includes overall management of projects including client relationship, subcontractor management, general project management and monitoring, and budget and schedule responsibilities. Doug is currently the Harris Project Manager of implementations for the Cities of Scottsdale, Danvers and Norfolk. Doug has a Diploma of Business Administration (Major Data Processing) from Algonquin College in Ontario.

- Proven problem-solving skills with the ability to analyze information and make independent decisions quickly and effectively
- Proven ability to work in a team environment
- Over 12 years of relative Project Management experience

Rimi Tribble, Application Consultant

Rimi joined Harris Computer Systems in 1998 after working for over 13 years at Morrisville Water & Light Department in Morrisville, VT. During her time there, Rimi was responsible for all aspects of utility operations, which included accounts payable, inventory, billing, cashiering, customer service, dispatching, bookkeeping, job costing, statistical and audit reporting on Harris CSI.

After joining Harris, Rimi became the dedicated resource at Wisconsin Public Power Inc. (WPPI) and was responsible for the implementation, training and support for 28 sites.

- Proven problem-solving skills with the ability to analyze information and make independent decisions quickly and effectively
- Proven ability to work in a team environment
- Over 13 years in the utility industry

Robin Ma, Application Consultant

Robin has a Master's Degree in Science (M.Sc.) as well as a Diploma in Computer Programming from Praxis Institute. Robin joined Harris in 1999 as an implementation programmer and has expanded his duties to include all aspects of customer implementation, conversion programming, bill print forms and interfaces. Recent customers are the City of North Platte, the City of Green Bay, Swanton Village and the City of Bartlesville. Robin's custom interface programming with PUBS involved Paradigm and ETI CableBridge.

- Proven problem-solving skills with the ability to analyze information and make independent decisions quickly and effectively
- Proven ability to work in a team environment
- Over 6 years of relative Application Consulting experience

Mark Miller, Conversion Specialist

Mark joined Harris Computer Systems in 1999 as an implementation programmer. He quickly became the lead programmer of handheld interfaces for Select. Mark has since expanded his duties to include conversion programming, bill print design, web module implementation and development projects. Recent experience includes the rewrite of the MVRS interface, eCARE installs and customizations and lead Technical Services Programmer for the implementation of Dracut Water Supply, the City of Newark DE, Oshawa PUC and East Valley Water City.

- Knowledge of Unix, NT, Informix, Oracle and SQL Server
- Proven ability to work in a team environment.
- Over 5 years software development experience

John Prine, Support Analyst/Business Analyst

Prior to joining Harris Computer Systems in 1998, John worked as a Senior Accountant with Brantford PUC and as the Manager at Paris PUC utilizing the NorthStar application. John's current role at Harris includes FIT Analysis, process review and refresher training. Current customers who have benefited from John's extensive experience are Texarkana Water, Green Bay Water Utility, and Decatur Utilities. In John's role as Senior Application Consultant, he worked on implementing many of our larger sites, such as Decatur Utilities and the City of East Valley.

- Proven ability to work in a team environment/communicate technical concepts and ideas effectively
- Troubleshooting and analytical thinking skills and accounting knowledge
- Microsoft Office applications and Windows NT, Windows 95 & 98 OS
- Relational database systems, UNIX, SQL, Informix 4GL, financial apps

Please find the proposed Project Organization Chart on the following pages

7) 1.20.9 DESCRIPTION OF ON-GOING PRODUCT SUPPORT AND MAINTENANCE PROGRAMS

Provide a description of on-going product support and maintenance program(s).

On-going product support and maintenance program information is included within our Software License, Implementation and Support and Maintenance Agreement. Please find a copy of this in Section 1.20.11 LEGAL DOCUMENTS AND COMPLIANCE REPORTS.



8) 1.20.10 DESCRIPTION OF ON-GOING TRAINING PROGRAMS

Provide a description of on-going training program(s).

Training Plan

- Harris will deliver an overall training plan that includes the following:
- Harris will train the City of Glendale with their own data and in their own environment.
- Training will be delivered in stages coinciding with the NorthStar configuration, data integrity testing, cycle testing, parallel testing and go-live.
- Harris will train the Core Team on the entire system, as they will be the ones to support the end users.
- Harris' Application Consultant will work with the Core Team to establish the final system set-up and processes to be adopted.
- Data validation and basic system testing will be completed before introducing the product to the general user base. This means that the bulk of the conversion effort and testing will have been completed before the general training begins.
- User training will be structured to focus on the features and functions that the organization has chosen to use. End users will not be trained on all possible NorthStar system functions and process variations, some of which they may never or rarely use.

Training Materials

Harris will produce a training agenda, which the Harris Application Consultant customizes as per the specific City of Glendale configuration to include a detailed list of NorthStar application training topics. Harris will also produce training materials.

During training sessions, the Application Consultant will be responsible for recording any deficiencies identified with the training material and revising the documentation accordingly for end-user training.

Training Module	Course Contents	Attendees/ Target Audience
Introduction to NorthStar	<ul style="list-style-type: none"> • General navigation technique instruction and an account maintenance overview are required at the start of training due to the hands-on requirement of the Week 1 Set-up agenda. 	All who are attending Week 1 Set-up
G/L Interface	<ul style="list-style-type: none"> • Posting control • Posting accounts 	Supervisor/ Manager & Accounting

Training Module	Course Contents	Attendees/ Target Audience
Standard Set-ups	<ul style="list-style-type: none"> • Control table • Screens 1 through 6 • Street names set-up (conversion) billing (just a run through, the customer must clean up their converted data) • A/R descriptions (balance history descriptions) (defaults hard-coded) • Service type information billing and accounting • Category set-up • Group codes set-up/tax codes set-up • Stat codes & G/L cross reference (2 days of input depending on the size of the customer) • Standard statistics • Billing period set-up • Flat rate code set-up • Calendar/schedule set-up • Tickler level set-up/tickler code set-up 	Supervisor/ Main Billing Clerk (Person responsible for Implementation)
Water Set-ups	<ul style="list-style-type: none"> • Water rates/billing stat profiles/backflow devices • Water meters/testing subgroups • Testing of rates 	Supervisor or Manager
Cashiering Set-ups	<ul style="list-style-type: none"> • Control table • Payment methods • Transaction codes set-up • Cashier set-up • Print stations set-up (default of "slave" must be done if no stations) • Bank/branch codes set-up • Bank group codes • Cash drawers set-up 	Supervisor/ Manager and Main Billing Clerk
Meter Reading Set-ups	<ul style="list-style-type: none"> • Interface controls • Reading codes • Reading limits 	Supervisor/ Manager and Main Billing Clerk—possibly Meter Reader

Training Module	Course Contents	Attendees/ Target Audience
Journal Processing	<ul style="list-style-type: none"> • Bill print set-up 	Supervisor/ Manager & Main Billing Clerk
Miscellaneous/ Optional Set-ups	<ul style="list-style-type: none"> • Generic notice text (customer menu) • Letters maintenance (credit control) • Generic bill print text (company header info) • Testing 	Customer Service / Main Billing Clerk
Program Security Set-ups	<ul style="list-style-type: none"> • User security control • Security groups 	Supervisor/ Manager & System Administrator
CARE Set-ups	<ul style="list-style-type: none"> • Control table • Call codes/types *standards = new, final, disconnect, etc. • Call status codes • Service order codes *standards • Call reference codes • Call navigation menu • CSR call menu • Priority codes • Reason codes (set-up for meter installation/removal purposes) • Service order formatting • S/O formatting codes 	Supervisor/ Manager & Main Billing Clerk

Training Module	Course Contents	Attendees/ Target Audience
Account Maintenance/ Navigation	<ul style="list-style-type: none"> • FIND FEATURES • Find using alpha fields • Find using numeric fields • Using the “MORE” function • Using the SORT • GENERAL • Account maintenance overview • Account services • Account options menu 	All potential NorthStar users
Basic Process	<ul style="list-style-type: none"> • Meter reading • Reading control • Reading load • View • Exceptions • Notes changes • Meter info changes • Meter walk changes • Translation changes update • Reading entry • Reading entry verification billing • Reading transfer to billing • Meter reading cards (optional) • Meter adjustments—installation/removal/replacements 	Supervisor/ Manager & Billing

Training Module	Course Contents	Attendees/ Target Audience
Journal Processing	<ul style="list-style-type: none"> • Billing/adjustments billing • Extra charge & adjustments • Late payment charge journal • Refund journal • Overdue interest journal • PAP file creation • Payment plan calculator • Payment plan removal • Deposit distribution • Auto clearing journal 	Billing
Basic Misc.	<ul style="list-style-type: none"> • Deposit distribution • Delayed billing maintenance • P.A.P. file creation • Pre-authorized payment(PAP) 	Responsible Parties
Credit Control	<ul style="list-style-type: none"> • Credit control run • Letters • Trial balance by service, by account, by customer • Summary trial balance by account • Summary trial balance by customer • Aging report • Aging summary • Aging by customer type • Payment arrangements report • Credit information • Credit balance (summary, detail) 	Billing and Customer Service

Training Module	Course Contents	Attendees/ Target Audience
Cashiering	<ul style="list-style-type: none"> • Cash receipts entry • Add many • Post dated payments • NSF returns • Lockbox 	Supervisor/ Manager and Cashiers
CARE Service Orders	<ul style="list-style-type: none"> • Logging calls • Complaints • Service orders • Move out/move in • Disconnects/reconnects • CSR • Bulletin board • Call maintenance • Service order system • Call/service order management • Call/service order list • Service order print • How to produce move out (final) bill in journal processing 	Customer Service Supervisor & Representatives and employees who log phone calls and create service orders
Reporting	<ul style="list-style-type: none"> • Billing reports • Electric & water statistical reports • Report statistics profile • Statistical reporting 	Billing/ Customer Service/ Accounting and employees that run reports from NorthStar
Review (as needed)	<ul style="list-style-type: none"> • This time slot is to be used to review any outstanding issues from the Week 1 set-ups; there will also be question and answer period. • At this time, plans regarding parallel requirements and agendas can be made based on what trainees have learned with the instructor. 	Anyone with questions about NorthStar

9) 1.20.11 LEGAL DOCUMENTS AND COMPLIANCE REPORTS

Provide all legal documents and compliance reports as requested:

- 1) *Standard sales contract.*
- 2) *Software licensing agreement.*
- 3) *Standard support/ maintenance agreement.*
- 4) *Performance benchmarks for the proposed hardware environment.*

For a copy of the following:

- 1) Standard sales contract.
- 2) Software licensing agreement.
- 3) Standard support/maintenance agreement.

Please find a copy of Harris' Software License, Implementation and Support and Maintenance Agreement on the following pages.

For a copy of the following:

- 4) Performance benchmarks for the proposed hardware environment.

Please find a copy of Harris' Benchmarking Report NorthStar v5.2 on the following pages.

10) 1.20.12 COMPLETION OF EVALUATION FORMS AND QUESTIONNAIRES

- 1) *CIS System Functional Requirements Scorecard (Appendix A)*
- 2) *Vendor Questionnaire (Appendix C)*
- 3) *Integration Partner Questionnaire (if required) Any partners you wish to use must fill out a Vendor Questionnaire (Appendix C)*

1) Please find the CIS System Functional Requirements Scorecard (Appendix A) on the following pages

2) Please find the Vendor Questionnaire (Appendix C) on the following pages

3) Not Applicable as Harris Computer Systems serves as a single Vendor for the City of Glendale



11) 1.20.13 PRICING INFORMATION

- 1) Use Pricing Template provided in Appendix B signed by the person authorized to contractually obligate the organization.
- 2) Include pricing information under separate cover with your proposal.

As requested, please find the Pricing Worksheet, Appendix B (Section Six) provided under separate cover.

Harris Northstar Customer Information System - Requirements Matrix

Please enter your Company name in cell below:

Harris Northstar

Detailed Functional Requirements

Outline of Funtions Required:

- Customer Management
- Account Management
- Premise Receivable Management
- Service Management
- Contacts Management
- Service Order Management
- Billing Management
- Rates & Fees Management
- Financial Management
- Credit & Collections Management
- Device Management
- Mobile Work Management
- System Mechanics
- Interfaces

Other Features Available: (not required for selection purposes)

Please state the level that your product satisfies each of the functional requirements against the following table:

		Score	Value	Priority
	Provided for in base code with standard configuration options	S	10	1
	Provided for by system enhancement to base code (becomes part of base code)	E	5	2
	Provided for in base code of future release	F	3	3
	Third Party Add-On	T	2	4
	Provided for by custom modification (not part of base code)	C	1	5
	Cannot Provide	N	0	6
	High Priority	H	10	
	Low Priority	L	1	
	Medium Priority	M	5	

Harris Northstar Scoring Summary

Item	Functional Area	Weight	Points	Fit %	Score
			1,000		
	Customer Management				
	Account Management				
	Premise Management				
	Service Management				
	Contacts Management				
	Service Order Management				
	Billing Management				
	Rates & Fees Management				
	Financial Management				
	Credit & Collections Management				
	Device Management				
	Mobile Work Management				
	System Mechanics				
	Interfaces				
			0%	-	-
	Overall Weighted Functional Fit %			#DIV/0!	
				0.00%	
				0.00%	

Harris Northstar

Customer Information System - Requirements Matrix

Customer Management

Item	Requirement	Response
CM	Customer	
	Customer Types	
CM-1	Normal billed utility customers	S
CM-2	Prospective Customers	S
CM-3	Third-Party Customers (linked to other customers or utility accounts)	S
CM-4	Landlord Customers (Linked to accounts)	S
CM-5	Non-Utility Customers (customers without a utility premise or utility account)	S
CM-6	Master Customers (linked to multiple utility accounts)	S
	Customer Setup	
	The system has a customer data level used for grouping accounts, prospecting, third-party relationships, landlord responsibility, property owner, etc.. A Customer can have many different accounts in the system. The customer record will contain the following data elements:	
CM-7	> Customer Number	S
CM-8	> Customer Name (First, Last, Middle as separate database fields)	F
CM-9	> DBA	S
CM-10	> Co-Applicant Name	S
CM-11	> Spouse Name	S
CM-12	> Attention Line	S
CM-13	> SSN or State ID Number	S
CM-14	> Drivers License Number	S
CM-15	> Date of Birth	S
CM-16	> Security Identifier	S
CM-17	> Home Phone Number	S
CM-18	> FAX Number	S
CM-19	> Mobile Number	S
CM-20	> Business Number	S
CM-21	> Web Address	S
CM-22	> Email Address	S
CM-23	> Address	S
CM-24	> City	S
CM-25	> State	S
CM-26	> Zip Code (zip plus 4)	S
CM-27	> Delivery Point	S
CM-28	> Stop	E
CM-29	> System or User Defined Customer Type	S
CM-30	> System or User Defined Customer Status	S
CM-31	> SIC code	S
CM-32	> Non-Specific user defined fields (please state how many)	S
CM-33	> Meter Number	S
CM-34	The system utilizes one unique record for each customer	S
CM-35	A customer can be associated with one or more utility accounts	S
CM-36	A single customer can have one or more relationships to an account. i.e Customer 1 can be owner on one or more accounts and also be the bill-to on one or more accounts and could also be the tenant on one or more accounts. The goal is to not have the same individual/customer recorded in the system more than once. This will ease maintenance of customer information when it changes	S
CM-37	Customers can be directly invoiced via misc revenue (invoicing) functions independent of having a utility billing account.	S

Harris Northstar Customer Information System - Requirements Matrix Customer Management

Item	Requirement	Response
Customer Management		
	Information specifically related to the customer, their accounts and activities are maintained or associated to the customer and includes the following information:	
CM-38	> Customer Credit Score (combined credit score of all related accounts)	C
CM-39	> Customer Balance (combined balance of all accounts)	S
CM-40	> Accounts (listing of related accounts with drill down)	S
CM-41	> Consumption History (combined consumption of all related accounts)	S
CM-42	> Contacts (for all related accounts)	S
CM-43	> Service Orders (for all related accounts)	S
CM-44	> Billing History (for all related accounts)	S
CM-45	> Deposits (for all related accounts)	S
CM-46	The system readily displays the Customer status; active, inactive, pending, prospect, etc..	S
CM-47	Related accounts can be easily transferred to another Customer	S
CM-48	Customer Information can be used to create an account	S
CM-49	Customer can be independent of accounts and Premises, Prospects or contacts	S
CM-50	Customer can be linked to account as third party, landlord, responsible party	S
CM-51	Customer maintains unique number separate from account or property number	S
CM-52	Customer can maintain multiple mailing addresses (list how many)	S
CM-53	Provide ability to drill-down to related accounts and premises	S
CM-54	Unlimited number of accounts can be linked to a Customer	S
CM-55	The system can accommodate multiple address for each Customer such as primary and billing or winter and summer	S
Customer Inquiry		
	Provide ability to access customer information on-line using the following key fields:	
CM-56	> Customer Number	S
CM-57	> Customer Name	S
CM-58	> SSN or State ID / Driver's License Number	S
CM-59	> Home Phone Number	S
CM-60	> Premise / Service Address	S
CM-61	> Meter Number	S
CM-62	Provide ability to drill down to all related Accounts of Customer	S
CM-63	On Customer screen system flags related Accounts that are in delinquency	S
CM-64	On Customer screen system flags related Accounts that are in bad debt	S
CM-65	Provide ability to export Customer data into spreadsheet format for manipulation	S

Functional Fit Percentage: #REF!

Harris Northstar Customer Information System - Requirements Matrix Account Management

Item	Requirement	Response
AM	Account Types	
AM-1	Utility Billing Account (normal utility billed account)	S
AM-2	Mobile Accounts (accounts without a perminate premise attached. Hydrant Meters, Construction sites, etc..)	S
AM-3	Non-utility Accounts (products or services not utility bill related)	S
AM-4	Responsible Party Accounts: Landlords, Owners, etc..	S
	Account Setup	
AM-5	When creating a new account the system assigns a permanent unique account number that remains with the account regardless of premise locations.	S
	Information collected relating to accounts is used to indentify unique billing entities for billing services, both utility and non utility and includes the following data elements:	
AM-6	> Account Number	S
AM-7	> Account Name	S
AM-8	> DBA	S
AM-9	> Co-Applicant Name	S
AM-10	> Third-Party Names	S
AM-11	> Billing Address	S
AM-12	> Delivery Point	S
AM-13	> Stop Number	S
AM-14	> Phone Number	S
AM-15	> Fax Number	S
AM-16	> Mobile Number	S
AM-17	> SSN or FID	S
AM-18	> Drivers License Number	S
AM-19	> Legacy Account Number	S
AM-20	> Account Status	S
AM-21	> Account Type	S
AM-22	> Health Alert	S
AM-23	> Establish Date	S
AM-24	> Terminate Date	S
AM-25	> Last Bill Date	S
AM-26	> Meter Number	S
AM-27	Accounts can be created by copying other accounts	S
AM-28	Accounts can be created by copying Customer	F
AM-29	Accounts can have at least three independent relationships associated to it. i.e. Bill To, Owner and Tenant	S
AM-30	Each account relationships can be user defined. i.e. owner, bill-to, tenant, renter, etc	S
AM-31	A user can assign one primary account relationship as the "Bill-To" relationship. This relationship will receive the accounts bills.	S
AM-32	Each account relationship can be flagged to receive a bill copy	S
AM-33	Each account relationship can be flagged to receive a past-due notification	S
AM-34	Each account relationship can be flagged to receive delinquency/shut-off notices	S
AM-35	Accounts can have multiple "Bill-To" addresses (winter & summer, Primary and Secondary) that will be used based on date ranges.	S
	System will provide the following account statuses:	
AM-36	> Active	S
AM-37	> Inactive	S
AM-38	> Pending	S

Harris Northstar Customer Information System - Requirements Matrix Account Management

Item	Requirement	Response
AM-39	> Turnoff for non-pay	S
AM-40	> Turnoff for violation	S
AM-41	> Meter Removed	S
AM-42	> Write-off	S
AM-43	> Bankruptcy	S
AM-44	> The system will provide for user defined statuses	S
AM-45	Provide ability to initiate service for the premise utilizing no more than one screen	S
AM-46	Provide mechanism to allow accounts to bill consumption based services without a premise. (Hydrant and portable meters)	S
AM-47	Provide for keyboard-only fast data entry (mouse action not required)	S
Account Maintenance		
General		
	The system will track and maintain the following activities for the account until deleted or purged:	
AM-48	> Billings	S
AM-49	> Payments	S
AM-50	> Consumption	S
AM-51	> Credit Events	S
AM-52	> Delinquency Activities	S
AM-53	> Deposits	S
AM-54	> Contacts	S
AM-55	> Service Orders	S
AM-56	> Payment Arrangements	S
AM-57	> Notes or Comments	S
AM-58	Provide forwarding billing address for closed accounts	S
	Account statuses will be updated automatically by system events including:	
AM-59	> Move-in and move-out service orders	S
AM-60	> Shut-off service orders	S
AM-61	> Health violation notices and service orders	S
AM-62	> Write-off and bad debt processing	S
AM-63	> Meter maintenance processing	S
AM-64	Provide mechanism to easily move an account from one premise to another retaining all account history	S
AM-65	Provide mechanism to conduct mass changes across related or grouped accounts: Address, Name, Phone Number, Status, etc.	S
AM-66	Appropriate user level security is required to make changes to account details	S
AM-67	Accounts may not be deleted while active	S
AM-68	Accounts may not be deleted while premises are linked	N
AM-69	Accounts may only be deleted with special user authority	S
AM-70	Deleted accounts are automatically archived, and not removed completely	F
Adjustments		
AM-71	The system will accommodate miscellaneous dollar adjustments to an account.	S
AM-72	Adjustments over a user defined dollar amount must be approved by user with appropriate rights before it can be posted to account.	F
AM-73	The system will accommodate usage adjustments to an account and automatically calculate the dollar amount based on all billing components including rates, surcharges and taxes.	S
AM-74	All adjustments are created utilizing general ledger codes defined in system	S
AM-75	Ability to reverse or void adjustments and system records correct GL account entries	S

Harris Northstar Customer Information System - Requirements Matrix Account Management

Item	Requirement	Response
AM-76	System provides for multiple user-defined adjustment types	S
Exemptions		
AM-77	Provide mechanism to exempt accounts from late charges	S
AM-78	Provide mechanism to exempt accounts from disconnect	S
AM-79	Provide mechanism to exempt accounts from taxes	S
AM-80	Provide mechanism to exempt accounts from surcharges	S
Account Alerts & Messages		
AM-81	Delinquency status is displayed on account screens	S
AM-82	Delinquency status is displayed on payment screens	S
AM-83	Credit Score is displayed on account screens	S
AM-84	"Cash Only" is displayed on account screens	S
AM-85	"Cash Only" is displayed on all payment screens	S
AM-86	The system support user defined alerts and messages that display on account screens	S
AM-87	The system support user defined alerts and messages that display on payment screens	S
Payment Arrangements		
AM-88	Provide the ability to make payment arrangements based on time length by selecting amounts to include and have system calculate amount of each payment	S
AM-89	Provide the ability to make payment arrangements based on desired payment amount and have system calculate length of arrangement	S
AM-90	The system can produce payment vouchers	S
AM-91	The system produces letter for customer detailing payment arrangement	S
AM-92	The system tracks all arrangements (broken and fulfilled)	S
AM-93	The system identifies dollars in arrangement from those not included within arrangement	S
AM-94	The system provides the ability to track penalties based on percentage of past due amount	S
Master Accounts		
AM-95	A single master account (or customer) can be established with several subaccounts.	S
AM-96	A single master account will be responsible for the receivables of the subaccounts.	S
AM-97	Allows establishment of a master account where the master does not have a premise in the Utility's service area.	S
AM-98	System provides the history of master/subaccounts relationships on-line.	S
AM-99	System supports master summary account handling and total relationship management from account set-up, establishing deposits, processing payments, delinquency processing, and write-off processing.	S
AM-100	System maintains credit histories of subordinate accounts independently from the master account credit history.	S
AM-101	A subaccount can easily be associated/disassociated with a master account.	S
Account Transfer		
AM-102	System provides the ability to transfer service from one customer account to another based on user defined transfer date including retroactive dates.	S
AM-103	System generates a notification document to the third party when a service is transferred or disconnected.	S
AM-104	System will use user defined or system generated last meter readings for "transfer from" and/or "transfer to" service.	S

Harris Northstar

Customer Information System - Requirements Matrix

Account Management

Item	Requirement	Response
AM-105	System optionally generates a summary letter to be given or sent to customer/owner for confirmation of service transfer or initiation.	S
AM-106	System allows the user to group multiple accounts/premises to be closed or transferred to another account.	F
Account Close		
AM-107	System provides the ability to close an account without a transfer of service	S
Account Inquiry		
	The system's standard account lookup prompt allows accounts to be accessed using the following access paths:	
AM-108	> Account Number	S
AM-109	> Account Name	S
AM-110	> DBA	S
AM-111	> Co-Applicant Name	S
AM-112	> Third-Party Names	S
AM-113	> Customer Number	S
AM-114	> Account Address	S
AM-115	> Premise Address	S
AM-116	> Meter Number	S
AM-117	> Premise Number	S
AM-118	> Premise Parcel Number	S
AM-119	> SSN or FID	S
AM-120	> Telephone Number	S
AM-121	> Drivers License Number	S
AM-122	> Legacy Account Number	S
	Multiple account views are supported including the following:	S
AM-123	> Billing and payment history	S
AM-124	> Adjustments	S
AM-125	> Deposits	S
AM-126	> Consumption and usage history (in total)	S
AM-127	> Consumption and usage history (by meter)	S
AM-128	> Delinquency history	S
AM-129	> Service Orders	S
AM-130	> Contacts	S
AM-131	> Premise or location history	S
AM-132	> Actual bill image history	S
AM-133	> Services view (Water, Waste Water, Solid Waste, Storm Water)	S
AM-134	> Device view (Water Meter 1, Water Meter 2, etc...)	S
AM-135	> Consolidated account view of all related accounts	S
Account Self Service		
IVR (Interactive Voice Response)		
AM-136	Provide account inquiry capability via the phone	S
AM-137	Provide service request capability via the phone	S
AM-138	IVR calls log a contact on the account	S
AM-139	Provide IVR callers with special status information like past due, disconnect dates, etc...	S
AM-140	Provide statistical data on IVR usage such as calls per day, services utilized, etc..	S
AM-141	Access to data requires security PIN or other access control method	S
AM-142	Provide ability to pay bill via IVR	S
AM-143	Provide ability to automatically outbound calls for past-due notification to all account relationships identified for past-due notification	S

Harris Northstar Customer Information System - Requirements Matrix Account Management

Item	Requirement	Response
AM-144	Provide ability to automatically outbound calls for disconnect notification to all account relationships identified for delinquency notification	S
AM-145	Provide ability to automatically outbound calls for maintenance activities to all affected accounts (i.e., main break)	S
WEB (web site, not email)		
AM-146	Provide account inquiry capability via the web	S
AM-147	Provide service request creation capability via the web	S
AM-148	Web contacts log a contact on the account	S
AM-149	Provide for account maintenance change request via the web (mailing address, phone numbers, email address, etc.)	S
AM-150	Provide for on/off or transfer of service orders via the web	S
AM-151	Provide ability to check status of service orders	S
AM-152	Provide web users with special status information like past due, disconnect date, etc...	E
AM-153	Provide ability to email utility and receive email in contact system linked to customer or account	S
AM-154	Access to data requires security PIN or other access control method	S
AM-155	Provide for payment of bill via web using direct debit of bank account	S
AM-156	Provide for payment of bill via web using credit card	S
AM-157	Provide for payment of multiple bills via web using one direct debit transaction	S
AM-158	Provide for payment of multiple bills via web using one credit card transaction	S
AM-159	Provide for EFT setup via the web	S
AM-160	Provide presentment of bill via web	S
AM-161	Provide ability to send bill information to financial institutions for web bill-pay	S
AM-162	Provide automatic email notification to customer of latest bill	S
AM-163	Provide ability to do paperless billing	S
AM-164	Provide ability to automatically revert to paper bills upon past-due or delinquent status	C
AM-165	Provide ability to automatically revert to paper bills upon undeliverable email (system can process bounced emails, undeliverable, full mail, etc.)	F
AM-166	Provide ability to require web-activation (click on link in email) before paperless billing is activated	F
AM-167	Provide ability to track changes to email and paperless billing setup	S

Harris Northstar Customer Information System - Requirements Matrix Premise Management

Item	Requirement	Response
PM	Premise Types	
PM-1	The system should be able to handle several types of premises/locations including:	S
PM-2	> Permanent Premises (land parcels with addresses)	S
PM-3	> Temporary Premises (Construction sites, hydrant meters, portable meters)	S
PM-4	> Non-identifiable Premises (medians, right-of-ways, bare land, etc.)	S
	Premise Setup	
	The setup of premises is available only to authorized users and should contain the following discrete data elements:	
PM-5	> System Assigned Unique Premise Number	S
PM-6	> Key Word or Phrase	S
PM-7	> Intersection	S
PM-8	> House Number	S
PM-9	> Fraction/Extension	F
PM-10	> Prefix	S
PM-11	> Street Name	S
PM-12	> Street Suffix	F
PM-13	> Direction	F
PM-14	> Unit Number (Apt#, Suite#, etc.)	S
PM-15	> City	S
PM-16	> State (Control Table Verified)	S
PM-17	> Zip code (zip + 4)	S
PM-18	> Carrier Route and Stop	S
PM-19	> Create Date	S
PM-20	> Terminate Date	S
PM-21	> Last Bill Date	S
PM-22	> Legacy Premise Number	S
PM-23	> County APN or Parcel Number	S
PM-24	> Internal Map Number	S
PM-25	> Subdivision Name	S
PM-26	> Phase Number	S
PM-27	> Lot Number	S
PM-28	> Lot Size	S
PM-29	> Main Extension Contract Number	S
PM-30	> DOHS District (Department of Health Services) (Control Table Verified)	S
PM-31	> Taxing District (Control Table Verified)	S
PM-32	> Region (User defined) (Control Table Verified)	S
PM-33	> District (User defined) (Control Table Verified)	S
PM-34	> Area (User Defined) (Control Table Verified)	S
PM-35	> Work Zone (Field Service Area) (Control Table Verified)	S
PM-36	> Pressure Zone	S
PM-37	> Premise Type (Control Table Verified)	S
PM-38	> Premise Status (Control Table Verified)	S
PM-39	> Number of Units (for multi dwelling)	S
PM-40	> User Defined Fields (state quantity)	S
PM-41	System will allow system administrator to tag required fields and the system will not activate premise record until all required fields have been entered.	S
PM-42	Incomplete premise information can be entered while status is pending, active status can only be selected when required data elements are entered	S
PM-43	Can create temporary premises such as construction sites, tree lots, etc where permanent premise install is not practical	S

Harris Northstar Customer Information System - Requirements Matrix Premise Management

Item	Requirement	Response
PM-44	Premise can be created by copying another premise	S
PM-45	Premise information can be imported from delimited file	S
PM-46	Creating a premise can be done via one screen	S
PM-47	Premises will have at least three independent relationships associated to it. i.e. Owner, Bill-To and Tenant	S
PM-48	Each account relationships can be user defined. i.e. owner, bill-to, tenant, renter, etc	S
PM-49	A user can assign one primary account relationship as the "Bill-To" relationship. This relationship will receive the accounts bills.	S
PM-50	A premise can have an unlimited number of related customers associated to the premise. This would be used for individual apartment units where each unit has an interest in the services provided yet are not directly responsible for the payment of the bill.	S
	Each related customer can be flagged to receive the following:	S
PM-51	> Past Due Notices	S
PM-52	> Delinquency Notices	S
PM-53	> Door Tags	S
PM-54	Premises can be assigned one or many services	S
PM-55	The system will allow all defined services to be available at a premise	S
PM-56	A premise may have multiple services of the same type	S
PM-57	Premises can be assigned one or more surcharges	S
PM-58	Premises can be assigned one or more tax groups	S
Premise Maintenance		
PM-59	The system will track and maintain all billing history for the premise until deleted or purged.	S
PM-60	The system will track and maintain all consumption history for the premise until deleted or purged.	S
PM-61	The system will track and maintain all service order history for the premise until deleted or purged.	S
PM-62	The system will track and maintain all account history for the premise until deleted or purged.	S
PM-63	The system will track and maintain all device history for the premise until deleted or purged.	S
PM-64	The system will track and maintain all services history for the premise until deleted or purged.	S
PM-65	The system will not allow a premise to be inactivated while an active account is linked to premise	S
	Premise statues will be updated automatically by system events including:	S
PM-66	> Move-in and move-out service orders	S
PM-67	> Shut-off service orders	S
PM-68	> Health violation notices and service orders	S
PM-69	> Meter maintenance processing	S
PM-70	Provide mechanism to conduct mass changes across Premises i.e. Address components, classes, zones, etc	S
PM-71	A premise move in/out change can affect one or more of the premise relationships (owner, bill-to, and tenant) as the user dictates.	S
PM-72	System will allow on-line web-based change request to services available at premise	S
PM-73	Premises may not be deleted with an active account	S
PM-74	Premises may not be deleted while services are active	S
PM-75	Premises may only be deleted with special user authority	S

Harris Northstar Customer Information System - Requirements Matrix Premise Management

Item	Requirement	Response
PM-76	Deleted premises are automatically archived, and not removed completely	S
	Premise Inquiry	
	On-line access to premise information is available. The following access paths have been identified:	
PM-77	> Account Number	S
PM-78	> Account Name	S
PM-79	> Premise Number (ID)	S
PM-80	> Premise Address Components	S
PM-81	> Reading Route	S
PM-82	> Area	S
PM-83	> Service Order Number	S
PM-84	> Meter Number	S
PM-85	> Internal Map number	S
PM-86	> Legacy Premise Number	S
PM-87	> Revenue Code	S
PM-88	Partial word searches are valid in the system	S
	Multiple premise views are supported including the following:	S
PM-89	> Billing and payment history	S
PM-90	> Consumption and usage history (in total)	S
PM-91	> Consumption and usage history (by meter)	S
PM-92	> Service Orders	S
PM-93	> Account history	S
PM-94	> Services view (Water, Waste Water, Solid Waste, Storm Water)	S
PM-95	> Service Point view (Water Meter 1, Water Meter 2, etc...)	S
PM-96	> Meter history	S

Harris Northstar Customer Information System - Requirements Matrix Services Management

Item	Requirement	Response
SV	Service Types	
	The system will support all utility related services including:	
SV-1	> Metered Water	S
SV-2	> UnMetered Water	S
SV-3	> Metered Fire	S
SV-4	> UnMetered Fire	S
SV-5	> Landscape	S
SV-6	> Raw Water	S
SV-7	> Waste Water	S
SV-8	> Reclaimed Water	S
SV-9	> Solid Waste	S
SV-10	> Landfill	S
SV-11	> Commercial Sanitation	S
SV-12	> Airport Tie-Downs	S
	Service Setup	
	The system will allow authorized users to establish one or more individual services available at a premise and each service will include the following data elements:	
SV-13	> Service Type (control table validated)	S
SV-14	> Service Size (control table validated)	S
SV-15	> Service Status (control table validated)	S
SV-16	> Service Activated (connect) Date	S
SV-17	> Service Deactivated (disconnect) Date	S
SV-18	> Last Reading Date	S
SV-19	> Last Bill Date	S
SV-20	> Service Location (text at least 75 characters)	S
SV-21	> GIS X,Y Coordinate	F
SV-22	> Service location instruction (gate code, key number, etc)	S
SV-23	> Service comment (freeform or coded)	S
SV-24	> Reading Route	S
SV-25	> Reading Route Stop	S
SV-26	> Service Installation Order Number	S
SV-27	> Date service was created	S
SV-28	> Facilities Improvement Order Number	E
SV-29	The system will allow multiple services at a premise	S
SV-30	The system will allow multiple service types at a premise	S
SV-31	The system will allow multiple metered services at a premise	S
SV-32	The system will allow multiple non metered services at a premise	S
SV-33	The system will allow other inventory devices at a service point, i.e.. Backflow device, detector check valves, etc..	S
SV-34	The system will allow master meters at a service	S
SV-35	The system will allow additive meters at a service	S
SV-36	The system will allow deductive meters at a service	S
SV-37	The system will allow compound or multi-register meters at a service	S
SV-38	The system will allow multiple meters to accumulate consumption and bill under one rate	S
SV-39	The system will allow unique routes by service	S
SV-40	The system will auto assign read route stops by each service type	S
	Service Maintenance	
SV-41	Provide ability to initiate specific services without initiating others	S
SV-42	Show user all services whether available at the premise or not	S

Harris Northstar Customer Information System - Requirements Matrix Services Management

Item	Requirement	Response
SV-43	The system allows specific services to be default at a premise. Other services are removed when a new customer is moved in to the premise. Only default services will be automatically activated on customer move-in	S
SV-44	The system will track all usage by service regardless of associated meter	S
SV-45	The system will track service orders by service	S
SV-46	The system will track the date the service was activated (connected) based on the move in date	S
SV-47	The system will track the date the service was deactivated (disconnected) based on the move out date	S
SV-48	Service status can be automatically updated by service order activities. I.e.. Meter change out orders, meter removal orders, etc..	S
SV-49	Any combination of services can be active or inactive and not affect the other services' billing	S
SV-50	The system will accept reading route stop resequencing from meter reading interface	S
SV-51	Each service is a unique permanent record in the database. A meter assigned to a premise doesn't count as a service.	S
SV-52	Services cannot be deleted unless user has proper security	S
SV-53	Deleted services are automatically archived, and not removed completely	S
Service Inquiry		
SV-54	Consumption history can be viewed on-line for each service	S
SV-55	Meter history can be viewed on-line for each service	S
SV-56	Service orders can be viewed on-line for each service	S
SV-57	Meter reading history can be viewed on-line for each service	S
Meter Reading		
SV-58	Users can create reading routes	S
SV-59	The system has a interface file for downloading to an external meter reading system	S
SV-60	The system has a interface file for uploading from an external meter reading system	S
SV-61	The sytem will allow manual meter reading entries	S
SV-62	The system will display current and previous meter reading date	S
SV-63	The system will display current and previous meter reading values	S
	The system will track the meter reading type by the following:	S
SV-64	> Automated Meter Read	S
SV-65	> Manual Meter Read	S
SV-66	> Estimated Meter Read	S
SV-67	> Customer Provided Meter Read	S
SV-68	> User Defined	S
	The system will track the meter reading reason by the following:	
SV-69	> Scheduled Meter Read	S
SV-70	> ReRead Meter Read	S
SV-71	> Meter/Register Changeout	S
SV-72	> Customer Move In/Out	S
SV-73	> User Defined	S
SV-74	The system will track the meter readings against the meter number	S
SV-75	The system will track the meter readings against the register number	F
SV-76	The system will track the meter readings by the number of dials	S
Consumption (Usage) Tracking		
SV-77	The system will track and display usage by service	S
SV-78	The system will track and display usage by meter	S

Harris Northstar Customer Information System - Requirements Matrix Services Management

Item	Requirement	Response
SV-79	The system will track and display usage by account	S

Harris Northstar

Customer Information System - Requirements Matrix

Contact Management

Item	Requirement	Response
CT	Customer Contacts	
	Contact Types	
	All contact types listed below need to be created, received, tracked and managed by system and linked to a Customer or Account:	
CT-1	Inbound Telephone Calls through PBX	N
CT-2	Inbound Telephone Calls through IVR (your system provides IVR capabilities)	S
CT-3	Inbound Contact via email (Your system provides email capabilities)	S
CT-4	Inbound Contact via FAX (your system provides FAX capabilities)	T
CT-5	Inbound Access via WEB (Your system provides a WEB interface)	S
CT-6	Outbound Letters auto-generated by system	S
CT-7	Outbound Letters manually generated by user	S
CT-8	Outbound FAXing auto-generated by system	T
CT-9	Outbound FAXing manually generated by user	T
CT-10	Outbound email auto-generated by system	S
CT-11	Outbound email manually generated by user	S
CT-12	Outbound Telephone Calls through IVR (service interruption, delinquency)	S
	Contact Setup	
	System has full featured contact system that will capture and track all contacts from a Customer or Account including the following fields	
CT-13	> User Defined Contact types	S
CT-14	> Contact Status	S
CT-15	> Contact Create Date	S
CT-16	> Contact Create Time	S
CT-17	> Contact Create User	S
CT-18	> Contact Description (State how large field is)	S
CT-19	> Contact Closed Date	S
CT-20	> Contact Closed Time	S
CT-21	> Contact Closed User	S
CT-22	> Contact's Customer ID	S
CT-23	> Contact's Premise ID	S
CT-24	> Contact's Meter Location	F
CT-25	> User Defined Fields (how many)	F
CT-26	System supports unlimited user defined contact types	S
CT-27	Contacts can be configured to auto-create predefined service orders	S
CT-28	Contacts are linked to the Service Orders they create	S
CT-29	Contacts can be created from anywhere in the system	S
	Contact Management	
CT-30	Users are prompted about long standing open contacts	S
CT-31	Closing a contact will not close a linked Service Order.	S
CT-32	User can view Service Order status from Contact screen	S
CT-33	User can view on-line all open contacts	S
CT-34	Contacts can be configured to create and send outbound predefined letters when closed	S
CT-35	Contacts can be configured to create and send outbound predefined Faxes when closed	T
CT-36	Contacts can be configured to create and send outbound predefined emails when closed	C
CT-37	System has hierarchy for preferred outbound contact method, (i.e.. Email, fax, letter)	C

Harris Northstar Customer Information System - Requirements Matrix Contact Management

Item	Requirement	Response
CT-38	System will select preferred method based on fields populated, (i.e.. Email address available, fax number available, etc...)	C
CT-39	Contacts cannot be deleted from the system.	S
CT-40	System has hot-key to initiate contact tracking	S
CT-41	System can manage contact without mouse input (keyboard only)	S
CT-42	Contact initiation can force input of pre-defined fields (i.e., verify customer phone number)	S
CT-43	Contact initiation can verify security question (password or PIN) if set	N
Contact Inquiry		
CT-44	User can view on-line contacts by customer	S
CT-45	User can view on-line contacts by account	S
CT-46	User can view on-line contacts by user	S
CT-47	User can view on-line contacts by status	S
CT-48	User can view on-line contacts by type	S
Outbound Contacts		
CT-49	System can contact customers via outbound Letters created by system from templates.	S
CT-50	System generated letters are stored with the account	S
CT-51	System can contact customers via outbound email created by system from templates.	T
CT-52	System generated emails are stored with the account	F
CT-53	System can contact customers via outbound Faxes created by system from templates.	T
CT-54	System generated Faxes are stored with the account	S
CT-55	System can contact customers via outbound IVR calls created by system from scripts.	S

Harris Northstar Customer Information System - Requirements Matrix Service Order Management

Item	Requirement	Response
SO	Service Order Types	
	The system will allow users to define service order types and will accommodate the following major service order functions:	
SO-1	> On and Off orders to capture closing/opening meter reads	S
SO-2	> Meter/register changes to capture final meter read of old meter and log new meter read start number for new meter	S
SO-3	> Meter reread orders to validate meter readings or capture missed reads	S
SO-4	> Shut-off or disconnect orders to turn off, lock or remove meters	S
SO-5	> Field service maintenance orders	S
SO-6	> Internal customer service orders like high bill investigations	S
SO-7	> New service tap orders	S
SO-8	> Meter set orders	S
SO-9	> User Defined	S
	Service Order Setup	
	On-line initiation of service orders capturing the following data elements	
SO-10	> System Generated Unique Service Order Number	S
SO-11	> Service Order Type (User Definable)	S
SO-12	> Service Order Status (User Definable)	S
SO-13	> Service Order Priority (low, regular, emergency)	S
SO-14	> Service Order Create Date & Time	S
SO-15	> Service Order Scheduled Start Date & Time	S
SO-16	> Service Order Actual Start Date & Time	S
SO-17	> Service Order Closed Date & Time	S
SO-18	> Service Order Creator	S
SO-19	> Service Order Closer	S
SO-20	> Service Order Worker	S
SO-21	> Service Order Links (Customer, Account, Premise, Service, Meter, etc..)	S
SO-22	> Service Order Task Description	S
SO-23	> Service Order Comments (specify length)	S
SO-24	> Service Order Notes (specify length)	S
	The System will populate the service order with the following information:	S
SO-25	> Unique Service Order Number	S
SO-26	> Service Order Create Date & Time	S
SO-27	> Service Order Creator	S
SO-28	> Account Number	S
SO-29	> Account Name Information	S
SO-30	> Premise Number	S
SO-31	> Premise Address Information	S
SO-32	> Premise Location	S
SO-33	> Premise Area or Work Zone	S
SO-34	> Service Type	S
SO-35	> Service Location	S
SO-36	> Service Read Route Number	S
SO-37	> Meter Number	S
SO-38	> Meter Register Number or Transponder ID Number	S
SO-39	> Meter Size	S
SO-40	> Meter Location	S
SO-41	> Meter Reading Instructions	S
SO-42	> Health Alerts	S
SO-43	> Delinquency Status	S

Harris Northstar Customer Information System - Requirements Matrix Service Order Management

Item	Requirement	Response
SO-44	The System will not allow multiple service orders of the same type be created for the same service and meter. e.g.. Duplicate on orders.	S
SO-45	A Service order can be created for a premise, applicable to all services and meters at premise	S
SO-46	A Service order can be created for a specific service only, applicable to all meters on service only	S
SO-47	A Service order can be created for a specific service and meter only.	S
SO-48	The service order format is customizable	S
SO-49	Shut-off orders will be created as part of delinquency process	S
SO-50	The system will search for similar, nearby, or duplicate service orders by area before creating a new service order. If duplicate, new contact on existing service order will be logged instead of creating new service order.	S
Service Order Processing		
Account On & Offs		
The system will accommodate the following service order processes:		
SO-51	> Turn-on which will activate the account at the premise and collect an opening read	S
SO-52	> Turn-off which will remove account from premise, collect final read and prepare account for final billing.	S
SO-53	> Transfer Off/On order which will remove account from one premise, collect final read, move into new premise, collect opening read, and bill account for closing bill.	S
SO-54	Turn-on orders will check to see if pending off order exists and not issue separate order to collect read. On order will be linked to off order for reading input	S
SO-55	Turn-on orders cannot be scheduled until an off order is created for an active premise.	S
Meter Changes		
The system will accommodate the following service order processes:		
SO-56	> Meter change order will remove meter from service and put back into inventory, collect remove read, install new meter at service and collect start read.	S
SO-57	> Meter register change will update register (transponder ID also if AMR), take remove register read and start register read.	F
Fees & Charges		
SO-58	Service orders can have charges associated to them that are billed to the account automatically when closed.	S
SO-59	Standard charges can be overridden when order is closed.	S
Service Order Management:		
SO-60	The system will allow on-line tracking and maintenance of all service orders	S
Tracking		
The system will track service orders on-line by the following attributes:		
SO-61	> Date and Time Created	S
SO-62	> Scheduled Date and Time	S
SO-63	> Work Start Date and Time	F
SO-64	> Completion Date and Time	F
SO-65	> Closed Date and Time	S
SO-66	> Creator	S
SO-67	> Worker	S
SO-68	> Closer	S
SO-69	> Area or Work Zone	S

Harris Northstar Customer Information System - Requirements Matrix Service Order Management

Item	Requirement	Response
SO-70	> Order Status e.g.. Pending, In-process, Closed, etc...	S
SO-71	System tracks orders that have been printed to avoid duplicate order printing	S
Scheduling		
SO-72	On-line ability to schedule service orders by crew, date and/or time	S
SO-73	Schedule on and off orders for same premise together	S
SO-74	Provide date and time window for scheduling an order	F
SO-75	Provide ability to hold service order pending payment. Taps, meter sets, deposits, etc.. Order released when payment is made.	S
SO-76	On-line calendar showing service orders scheduled by crew, area , date and time.	F
SO-77	On-line ability to re-schedule service orders	S
SO-78	Emergency orders are placed in the front of any queues or batches or are sent immediately to dispatch station	E
SO-79	System provides rules based workload balancing of orders based on type, crew, date, workload, etc...	F
Routing/Grouping/Printing		
SO-80	Orders are automatically routed to the appropriate field office or dispatch workstation. User defined flexible routing and sequencing of orders based on type, area, crew, date, location and priority.	F
SO-81	On-line ability to re-route order from one field office or dispatch workstation to another.	F
SO-82	The system will group service orders for efficient processing by crew, type, area, date, priority.	S
SO-83	Ability to print service orders to different printers based on type, crew and area.	F
SO-84	The system will mark duplicate printed orders clearly by watermark or other means.	C
SO-85	Service order print format can be user defined and customized	S
SO-86	The system will track how many times an order has been reprinted	N
SO-87	Emergency orders are clearly marked as such on the order	S
Cancelling		
SO-88	System will allow orders to be cancelled, retaining the order and who and why it was cancelled.	S
SO-89	Delinquent shut-off orders will be automatically cancelled if paid before being printed	S
Closing		
SO-90	All orders can be closed on a single screen pane without changing tabs or views	S
SO-91	Orders can be accessed and completed on-line by order number, type, date, or crew	S
SO-92	Service order processing/completing is not stopped by billing activities.	S
SO-93	Completion of order will automatically update status to closed	S
Service Order Inquiry		
	The system will allow on-line inquiry of service orders by:	
SO-94	> Service order number	S
SO-95	> Account	S
SO-96	> Premise	S
SO-97	> Meter	S
SO-98	> Crew	S
SO-99	> CSR	S
SO-100	> Any Date Field	S

**Harris Northstar
Customer Information System - Requirements Matrix
Service Order Management**

Item	Requirement	Response
SO-101	All service orders will be retained in system until deleted (archived) by administrator	S
	The system will support the following performance statistics:	
SO-102	> Orders completed by crew per day	S
SO-103	> Orders completed by area per day	S
SO-104	> Time to complete orders per crew	S
SO-105	> Time to complete orders by order type	S
SO-106	> Other user defined criteria	S

Harris Northstar Customer Information System - Requirements Matrix Billing Management

Item	Requirement	Response
BL	Billing Types	
	The system will be flexible to handle a variety of billing situations including the following basic billing types:	
BL-1	> Bill-in-arrears	S
BL-2	> Bill-in-advance	S
BL-3	> Consumption based billing	S
BL-4	> Time based billing	S
BL-5	> Flat rate billing	S
BL-6	> Contractual billing	S
BL-7	> Group Billing	S
BL-8	> Miscellaneous or one-time billings	S
BL-9	> Service install or Tap install billings	S
BL-10	> Multiple Services	S
BL-11	> Line Item Invoices (non utility billings) for Products and Services	S
	Billing Determinants	
	Cycle Based Billing	
BL-12	Accounts are assigned to a billing cycle. All accounts will be billed when cycle is selected for billing.	S
BL-13	Billing cycles can be made up from meter reading routes	S
BL-14	Billing cycles will not be held up if all reads are not captured. Accounts without reads can be estimated by system.	S
BL-15	Billing cycles can be billed when selected.	S
	Date Based Billing	
BL-16	Accounts can be assigned to a billing day of week/month. All accounts are selected on the same day of the month each billing period.	S
	Event Based Billing	
	Accounts are billed based on events including:	S
BL-17	> Closing or Final bills	S
BL-18	> Cancel Rebills	S
BL-19	> Off-cycle billing	S
	Billing Selection	
	Billing Batches	
BL-20	The system uses batches to select accounts for billing	S
	Billing batches select accounts from the following:	S
BL-21	> Billing Cycles	S
BL-22	> Meter Reading routes	S
BL-23	> Individual Accounts	S
BL-24	> Event based billings (see above)	S
BL-25	Billing batches can be assigned a billing date	S
BL-26	Billing batches can be assigned an accounting date	S
BL-27	Billing batches can be based on a non-utility cycle for services (i.e., bill when balance is outstanding)	C
	Billing Periods	
	Billing Frequencies	
	The system will support flexible billing periods. The following periods are supported:	S
BL-28	> Monthly	S
BL-29	> Bi-Monthly	S
BL-30	> Quarterly	S
BL-31	> Semi-annual	S
BL-32	> Annual	S

Harris Northstar Customer Information System - Requirements Matrix Billing Management

Item	Requirement	Response
BL-33	The system will allow different billing periods for each service type	S
BL-34	The system should generate invoices for non-utility services	S
Proration		
BL-35	The system will support proration of charges during any billing period for a single or multiple rate changes.	S
BL-36	The system will allow for proration of fixed charges and fees for partial billing periods e.g.. Opening and closing bills. (based on days active to days in billing period.)	S
BL-37	The system will allow for no proration of fixed charges or fees for partial billing periods. E.g.. Opening and closing bills.	S
BL-38	The system will accommodate proration by rate type	S
BL-39	The system will accommodate no proration within user definable ranges on either side of standard billing period days. E.g.. no proration between 53 and 65 days on a bimonthly (60 day) billing period.	S
Billing Methods		
Consumption Based		
BL-40	The system will bill consumption based on previous and current meter readings	S
BL-41	The system will correctly bill for multiple meter/register changes during a single billing period.	S
BL-42	The system can combine consumption from multiple meters and use for billing on a single rate.	S
BL-43	The system can subtract consumption from meters and use net consumption to bill with a single rate.	S
BL-44	The system can bill one service based on consumption from separate service. E.g.. Sewer billing based on water consumption.	S
BL-45	The system can use user-defined date ranges to define average consumption based on service (I.e., winter months determine sewer averages)	S
BL-46	The system can use user-defined date ranges to define not-to-exceed consumption based on service (I.e., winter months determine summer excess average)	S
Estimating		
BL-47	The system will bill consumption based on a system calculated estimated consumption value.	S
BL-48	The estimation calculation can be user defined.	S
BL-49	The system will allow for limiting the number of consecutive estimated consumption billings an account can have. (Number of consecutive billing cycles is user definable)	S
BL-50	The system should allow services not to be estimated for billing	S
BL-51	The system treats the estimated read as an estimate and tracks billings separate from actual read billings. When an actual read is obtained the estimated bill amount is reversed (credited) and the actual read is used to calculate the final actual bill amount. (return of estimate)	S
Flat Rate/Fixed Charge		
BL-52	The system will accommodate billing a flat or fixed charge for a service for each billing period.	S
BL-53	The system will accommodate billing a flat or fixed charge for a service multiplied by a quantity figure each billing period.	S
BL-54	The system will accommodate billing a fixed charge based on service size.	S
BL-55	The system will accommodate billing a fixed charge based on lot size	S
Billing Types		
Bill-In-Arrears		

Harris Northstar Customer Information System - Requirements Matrix Billing Management

Item	Requirement	Response
BL-56	The system will accommodate billing services in arrears	S
BL-57	The system can bill each service either in-arrears or in-advance	S
	Bill-in-Advance	
BL-58	The system will accommodate billing services in advance	S
BL-59	The system will create a credit to the account for closing bills for services billed in advance	S
	Miscellaneous One-Time Billings	
BL-60	The system will perform non-customer billings. A user can create a one-time bill and print an invoice for the charges.	S
BL-61	The system provides charge codes for individual line item billings with related G/L accounts.	S
	Billing Terms	
	Current Accounts	
BL-62	The system should support applying payment terms consistently to all regular recurring utility bills	S
	Closed Accounts (Final Bills)	
BL-63	The system should support applying separate payment terms to final bills than for regular utility bills. The terms for final bills are different than for regular bills	S
	Billing Programs	
	Budget Billing	
BL-64	The system will accommodate annual levelized billing based on previous year consumption history at premise.	S
BL-65	The system will accommodate annual levelized billing based on user defined consumption value.	S
BL-66	The system can automatically reestablish customer in budget billing process and adjust next year levelized billing based on actual consumption for current year.	S
BL-67	The system will auto-generate notices to budget billing customers informing them of next budget billing period and the expected new monthly amount.	S
BL-68	The system can apply the variance or "True-up" amount to the next billing.	S
BL-69	The system can perform automatic recalculation of budget billing amount on demand.	S
BL-70	The system should accommodate removing customers from budget billing based on credit events or credit score.	S
BL-71	Budget billing can be applied to one or more services per account.	S
BL-72	Ability to begin or end budget billing any time during the year	S
BL-73	The system can track budget consumption separately from actual consumption	S
	Billing Charges and Fees	
	Automatic Charges	
	The system will accommodate billing the following charges automatically:	S
BL-74	> Fixed late payment charge	S
BL-75	> Percent based late charge	S
BL-76	> Percent based late charge with fixed minimum	S
BL-77	> NSF charge	S
BL-78	> Collection fees	S
BL-79	> Set-up charges	S
BL-80	> Service order based charges	S
BL-81	> Intent to Disconnect notice fee	S
BL-82	> Broken arrangement	S
	Manual Charges	
	The system will accommodate billing the following miscellaneous type charges:	S
BL-83	> One-time misc. charges	S

Harris Northstar Customer Information System - Requirements Matrix Billing Management

Item	Requirement	Response
BL-84	> Deposits	S
BL-85	> Service charges	S
BL-86	> After-hours	S
BL-87	> Same day	S
BL-88	> Tampering (meter)	S
BL-89	> Unauthorized use (turning on service after disconnect without payment)	S
BL-90	> Manual collection fee	S
BL-91	> Missed appointment	S
BL-92	> Miscellaneous field visit	S
BL-93	> Broken lock	S
BL-94	> Miscellaneous non-utility charges	S
New Service Connection (Tap)		
BL-95	The system will provide for tracking and billing new service (Tap) installations.	S
BL-96	The system will provide for an off-set or tracking number to relate the bill to a Tap order.	S
BL-97	The system can bill a non-utility customer for Facility Improvement fees	S
BL-98	The system can bill non-utility charges (Tap orders, facilities charges, etc...) to a separate invoice for utility customers.	S
Facility Improvement Fees		
BL-99	The system provides for tracking, collecting and reimbursing for refundable and non-refundable facility improvement fees. I.e.. Main extensions, Main oversize fees, etc...)	S
BL-100	Refundable fees can be scheduled for repayment over a user defined period on a straight-line amortized method.	S
BL-101	The system can bill a non-utility customer for Facility Improvement fees	S
BL-102	The system can bill non-utility charges (Tap orders, facilities charges, etc...) to a separate invoice for utility customers.	S
Billing Adjustments		
Cancel/Rebill		
BL-103	The system will accommodate a cancel/rebill process that will allow cancelling and rebilling for "X" billing cycles and include changes in any billing component including rates, usage, surcharges and taxes.	S
BL-104	The system will allow cancel/rebill to be applied to entire account or to one or more individual services.	S
BL-105	The system will include the original as well as the adjusted dollar and consumption amounts on the new bill for comparison.	C
BL-106	The system will adjust the original as well as the new G/L accounts for the cancel/rebill. This will take into account any G/L account changes that may have taken place since original billing.	S
BL-107	The system will accommodate cancel/rebill when a customer ownership change needs to be back dated. The system will properly credit and rebill the previous customer and create the proper bill for the new customer. This will all be based on the user entered account change date	S
BL-108	Back dated cancel/rebill transactions will be recorded against the current accounting period(month).	S
BL-109	The system can track the reason for the cancel/rebill	S
BL-110	The system will apply credits based on the payment hierarchy	S
Miscellaneous Adjustments		
BL-111	The system will accommodate miscellaneous dollar adjustments to an account.	S

Harris Northstar Customer Information System - Requirements Matrix Billing Management

Item	Requirement	Response
BL-112	The system will accommodate usage adjustments to an account and automatically calculate the dollar amount based on all billing components including rates, surcharges and taxes.	S
BL-113	Usage adjustments will be kept in usage history.	S
BL-114	Adjustments can be billed on a one time bill or billed during next scheduled account billing.	S
BL-115	All adjustments are created utilizing general ledger codes defined in system	S
BL-116	Adjustments over a user defined threshold have to be approved by approving authority before being posted	F
BL-117	System will allow for approving authority to approve adjustments via online work queue	F
Group Billing		
BL-118	The system will allow combining accounts into a single summary or group bill.	S
BL-119	The system will apply cash receipts to each account in the group bill.	S
BL-120	The system will allow preference to be assigned to each account in group for cash receipts application if partial payment is received.	C
BL-121	The group bill will include detail by account in addition to the summary bill.	S
BL-122	The group bill will have one remittance	S
BL-123	The accounts will bill based on the Master accounts billing cycle. All individual accounts will not be billed until the master account is billed. Individual accounts will be included in their respective bill cycles and marked as unbilled or group bill for control purposes.	S
Convergent Billing		
BL-124	The system can bill multiple services on a single bill that have different bill periods, methods, and types. Ex. Monthly flat rate garbage billed in advance, bi-monthly consumption based water billed in arrears and semi-annual water consumption based sewer billed in arrears.	S
Billing Calculations		
No Requirements in this section		
Conservation Billing		
BL-125	The system will record a baseline consumption per service and track cumulative over/under baseline usage for banking for a user defined period of time. The customers bank balance will be displayed on the bill.	C
BL-126	The system can bill a surcharge for usage over the baseline quantity per billing period.	C
BL-127	The system can bill a credit for usage below user defined threshold.	C
BL-128	The system can bill a step credit for ranges of usage below a user defined threshold.	C
Bill Messages		
	The system can print the following bill message types:	S
BL-129	> Per individual account	S
BL-130	> Per Billing Job	S
BL-131	> Per Service	S
BL-132	> Per Area or Company	S
BL-133	> Global Message on all bills	S
BL-134	> Customer feedback messages including check boxes, signature line, input lines, etc...	S
BL-135	The system will retain a history of previous messages	S
Bill Production		
Bill Formatting		
BL-136	The system provides the ability to customize the bill print appearance.	S

Harris Northstar Customer Information System - Requirements Matrix Billing Management

Item	Requirement	Response
BL-137	The system supports "two-up" (11 1/2 x 14) formats	S
BL-138	The system supports 8 1/2 x 11 format	S
BL-139	The system supports graphic images, shading, bolding and other format features for bill formatting	S
BL-140	The system will allow combining charges by type on the bill. E.g.. All taxes roll up into a single tax line item.	S
BL-141	The bill presents the following discrete data on the bill:	S
BL-142	> Bill Date	S
BL-143	> Bill period for each service	S
BL-144	> Previous and Current Meter readings by meter	S
BL-145	> Rate Schedule per meter/service	S
BL-146	> Rate Description	S
BL-147	> Consumption being billed by service	S
BL-148	> Account Name	S
BL-149	> Account Address	S
BL-150	> Account Number	S
BL-151	> Premise Address	S
BL-152	> Surcharges, fees, penalties and taxes with descriptions	S
BL-153	> Past Due Balance	S
BL-154	> Previous Balance	S
BL-155	> Current Amount Due	S
BL-156	> Past Due Amount Date	S
BL-157	> Current Amount Date	S
BL-158	> Next meter reading date	S
BL-159	> Consumption History Graphs by service	S
BL-160	> Subtotal by service	S
BL-161	> Bill Messages	S
BL-162	> User defined Scan Line (Mod10)	S
BL-163	> Handling code. I.e.. Opening bill, closing bill, group bill, etc...	S
BL-164	> Address bar code for postage	S
BL-165	The system will allow different bill format overlays for different bill formats.	S
BL-166	Different bill formats can be defined for different companies or areas.	S
BL-167	Different bill formats and font colors can be defined for different kinds of bills, regular bills, final bills, reminder notices, etc...	S
	Bill Sorting	
	Bills can be sorted by the following criteria:	S
BL-168	> Special Handling code	S
BL-169	> Zip + 4, carrier and route	S
BL-170	> Group Billing	N
BL-171	> User defined sort options	N
	Address Verification	
BL-172	The system has a predefined interface with a third party address CASS certification software package such as Code 1 from Group 1. Please list Companies you interface with.	S
BL-173	Address verification and standardization can be run as part of the bill process, or as a separate process initiated by a user.	S
BL-174	Updated verified addresses, zip codes, carrier and route are used to update actual account and premise addresses in system.	S
BL-175	The system provides barcoding of Postal information	S
BL-176	The system provides automatic address verification and standardization upon address change event	S

Harris Northstar Customer Information System - Requirements Matrix Billing Management

Item	Requirement	Response
Insertor/Stuffer Codes		
BL-177	The system supports a unique inserter/stuffer code for remit envelopes and disables code for all 0 & credit balance, EBPP and EFT (SurePay) customers	S
BL-178	The system supports the assignment of up to 3 additional stuffer codes for each billing batch/cycle	C
BL-179	Inserter/Stuffer codes can have user defined placement and font on billing template	C
Bill Print		
BL-180	The system can print to a system or network connected printer.	S
BL-181	The system can create a print file in PDF format for print and download to media.	S
BL-182	The system can create a print file in IPDS or AFP format for print and download to media	S
BL-183	The system can create a print file in HP PCL format and print or download to media.	S
BL-184	The system will show the total number of bills to be printed	S
BL-185	The system will show the total number of bills printed	S
BL-186	The system will show the total number of bills remaining to be printed	S
BL-187	The system will allow restarting of bill print from anywhere in the bill print job.	S
BL-188	The system will allow a bill print job to be paused and restarted at any time.	S
BL-189	The system can print multiple copies of a bill, optionally marked as "duplicate bill"	S
BL-190	The system can re-print any previous bill created in the system, optionally marked as "duplicate bill"	S
Billing Controls and Statistics		
Billing Control and Edit		
	The system provides system and user defined bill error codes. Billing error codes can be created by the user and include the following :	
BL-191	> High Bill threshold per service	S
BL-192	> High Consumption Threshold per service	S
BL-193	> Recent Meter Change	S
BL-194	> Opening Bill	S
BL-195	> Closing Bill	S
BL-196	> Low Bill threshold per service	S
BL-197	> CASS certification error	S
BL-198	> Zero Consumption per service	S
BL-199	> Estimated Read	S
BL-200	Errors can be defined as hard or soft. Hard errors have to be resolved to complete billing, soft errors will not stop billing.	S
BL-201	Hard errors should be moved to an online work queue to be worked and rebilled.	S
BL-202	Control totals are calculated for the billing job including cycle counts, route counts, closing bills, opening bills, special bills etc...	S
BL-203	On-line review and correction of bills is provided by the system	S
Billing Reports		
BL-204	The system will produce a detailed billing register detailing all charges by account	S
BL-205	The system will produce a summary billing register detailing charges by service, rate, fund, and area.	S
BL-206	The system will produce a summary billing register detailing charges by general ledger number.	S
BL-207	The system will create a billing edit report.	S
BL-208	The system provides for user definable billing reports	S
BL-209	Reports can be printed to PDF files for storing and inquiry	S
Line Item Invoices (non utility billings) for Products and Services		

Harris Northstar Customer Information System - Requirements Matrix Billing Management

Item	Requirement	Response
	<i>These billings are for normal line item invoice types of billing typically found in accounting or ERP packages. These are billings that use the same customers as utility bills but the billings do not run through the utility billing process.</i>	
Invoice Types		
BL-210	The system can prepare one time billings (invoice) for discrete products or services provided by other City departments (i.e., banquet hall rental, damage to city property, landing fee, etc.)	S
BL-211	Recurring Invoices (i.e., rentals, airport tie-downs, cell site rental, fire inspections, etc.)	S
BL-212	The system can automatically prepare recurring invoices for rents and other recurring invoiced charges	S
BL-213	Each recurring invoice can have a user defined invoice frequency for invoice generation purposes	N
BL-214	Each recurring invoice can have a user defined billing period for invoice generation purposes (i.e., 1st through 30th, 15th to 15th, etc.)	N
BL-215	The descriptions for each recurring invoice will automatically change based on the month or service period covered by the bill. i.e. July's invoice, August's invoice, etc. No human intervention required to change the descriptions on the invoices each billing period	N
Invoice Terms		
BL-216	Each invoice can have different terms available from a user defined list of invoice terms. i.e. 2%, 10 Net 30, or net10 or net30	S
BL-217	Invoices will support discounts that apply to the entire invoice amount	S
BL-218	Discounts will be booked to their own GL account	S
Invoice Line Items		
BL-219	The system support user defined invoice items that are applied to invoices	S
BL-220	The invoice supports quantities for each line item that extend to total line item amount	S
BL-221	The support system supports at least 2 decimals for line item quantities	S
BL-222	Each invoice can have unlimited line items invoiced from a list of charges or fees	S
BL-223	Each line item can have one or more tax charges assigned to the line item.	S
BL-224	Taxes need to be applied and distributed separately against each line item total (not the invoice total)	S
BL-225	Each time a taxable line item is invoiced the relating tax charge(s) automatically get applied against the line item total as separate (but linked) line item charges	S
BL-226	Each line item will be assigned its own revenue and receivables account	S
BL-227	Each tax item will be assigned its own revenue and receivables account	S
Distribution Codes		
BL-228	The system supports user defined distribution codes that can be assigned to each line item that provides the GL accounts to be debited and credited for that line item. These distribution codes will be broken down by department or fund.	S
BL-229	The system supports department/fund distribution override that changes the line item's department/fund but leaves the natural account segment the same.	S
BL-230	The system supports invoice based department/fund codes that control (for all line items and taxes) the department/fund account distribution, terms and City contact information.	S
Invoice Templates		
BL-231	The system supports multiple invoice print templates that can be chosen at invoice creation time.	C

Harris Northstar Customer Information System - Requirements Matrix Billing Management

Item	Requirement	Response
BL-232	The system provides for user defined invoice templates that can be defined for each department/fund that preloads the print layout, GL account distributions, terms and City contact information for all line items.	C
BL-233	The system provides the ability to import invoice data from Excel spreadsheet (IBR / Interdepartmental Billing Request)	C
Adjustments		
BL-234	Adjustments can be applied against each invoice line item	S
BL-235	Adjustments can be applied by changing a line items quantity	S
BL-236	Line item adjustments will automatically adjust the related taxes charged against the line item.	S
Payments		
BL-237	All payments (for utility bills and invoices) can be taken through one payment screen	F
BL-238	Short payments can be automatically allocated against all line items on the invoice in proportion	N
BL-239	The system will allow the user to define which line items get applied to a short payment on an invoice by invoice basis	N
BL-240	Payments made within discount term period will properly account for discounts against invoice	S
BL-241	The system will keep track of which line items have not been paid	S
Bad Debts		
BL-242	The system should support a process to select invoices greater than a specified number of days aged to be classified as bad debt, remove open amount from AR account, and place in bad debt account	S
BL-243	The system should allow for payments against written-off amounts	S
BL-244	The system write-off process should follow the utility billing rules	S
Past Due Notices		
BL-245	The system should allow for the setup of aging periods of current, 30, 60, 90, and greater than 120 days.	S
BL-246	The system should have an automated process for creating past due notices	S
BL-247	The system should be able to create unique past due notices for each aging category considering the past due terms defined for the invoice	S
Reporting		
BL-248	The system should support invoice reports by department/fund code and GL account	S
BL-249	The system should support payment/credit reports by department/fund code and GL account	S
BL-250	The system should be able to create aging reports by department/fund and customer.	S

Harris Northstar Customer Information System - Requirements Matrix Rates & Fees Management

Item	Requirement	Response
RM	Rate Types	
	The system can create the following rate types:	S
RM-1	> Step Rates	S
RM-2	> Tiered Rated	S
RM-3	> Flat Rates	S
RM-4	> Seasonal Rates	S
RM-5	> Winter average sewer rates (sewer rates based in winter average water usage)	S
	Rate & Fee Setup	
	Rates	
RM-6	On-line creation of rates without requiring programming	S
RM-7	The system will allow existing rates to be copied to new rates	S
RM-8	Rates will utilize effective dates.	S
RM-9	Rates will be specific per service. (Water, Sewer, Garbage, etc...)	S
RM-10	Rates will be specific per billing class. (Residential, Commercial, Industrial, etc...)	S
	A single rate can accumulate all related rates, charges, taxes and codes for proper billing of the service including:	S
RM-11	> Consumption rate	S
RM-12	> Service charge Flat Rate	S
RM-13	> Service charge based on meter size	S
RM-14	> Variable Flat Rate Charge based on variable billing determinant. i.e. lot size (irrigation), number of units (sanitation - for multiple containers), etc.	S
RM-15	> Multiple surcharges	S
RM-16	> Multiple Taxes	S
RM-17	> Multiple usage steps	S
RM-18	> Estimation Rules	S
RM-19	> Proration Rules	S
RM-20	> Late Charge Rules	S
RM-21	> Winter or Summer flag for each month	S
RM-22	> Winter and Summer Consumption Rate	S
RM-23	> Standard billing cycle days	S
RM-24	> Hi and Low usage thresholds by month	S
RM-25	Each discrete billing component can be assigned its own unique revenue code or G/L number	S
RM-26	Custom user-definable rate structures can be created. Rate functions or scripts can be created using logic to apply rates, charges, taxes and credits to consumption ranges and date ranges.	S
	Winter Average Sewer Rates	
RM-27	The system will provide a routine to calculate each account's winter water usage average for sewer rate calculations	S
RM-28	The winter water usage average period for can be user defined. (i.e. 1/1/07 - 3/31/07 or 12/1/06 - 4/15/07)	S
RM-29	A user with proper authority can adjust an account's winter average value	S
RM-30	The system should be able to default a winter average per business class when no history exists	S
RM-31	The system should provide an on-line work queue for reviewing and adjusting system-determined winter quarter averages	F
	Surcharges / Surcredits	

Harris Northstar Customer Information System - Requirements Matrix Rates & Fees Management

Item	Requirement	Response
RM-32	Surcharges/surcredits are charges that are not part of the normal utility service charge. They are for periodic or condition based additional charges not part of the normal utility billing cycle.	S
RM-33	Allow for multiple surcharges per rate	S
RM-34	Surcharges can have effective dates.	S
	Surcharges can be based on the following:	S
RM-35	> Total Usage	S
RM-36	> Dollars	S
RM-37	> Meter Size	S
RM-38	> Service Size	S
RM-39	> Usage Steps	S
RM-40	> Premise Location	S
RM-41	> Lot size	S
RM-42	> Over baseline usage (for commercial accounts)	C
RM-43	> Under baseline usage	C
RM-44	> Number of Units (Condos, apartments, etc...)	S
RM-45	Surcharges can have billing frequencies different from rate billing frequency. Ex. An annual surcharge can be billed each January.	S
RM-46	Surcharges can be prioritized as to application in bill calculation. Ex. Surcharge priority one will apply against base bill rate calculation. Surcharge priority two will bill against base bill plus surcharge priority one.	S
RM-47	Each surcharge can be assigned its own revenue code or G/L number	S
RM-48	Surcharges will prorate based on rate proration	S
	Taxes	
	Allow for multiple tax types to be included on one rate including one or more of the following:	S
RM-49	> Sales Tax	S
RM-50	> Utility Tax	S
RM-51	> City Tax	S
RM-52	> County Tax	S
RM-53	> State Tax	S
RM-54	> Special Assessment Tax	S
RM-55	> User Defined	S
RM-56	Taxes can have effective dates	S
	Taxes can be based on the following:	
RM-57	> Premise Location	S
RM-58	> City	S
RM-59	> Dollars	S
RM-60	> Usage	S
RM-61	> Service Size	S
RM-62	> Lot size	S
RM-63	Taxes can be calculated inclusive or exclusive of surcharges or other taxes.	S
RM-64	Multiple taxes can be assigned to a single taxing authority	S
RM-65	Each tax can be assigned its own revenue code or G/L number.	S
	Exemptions	
RM-66	Provide for tax exemptions	S
RM-67	Provide for surcharge exemptions	S
RM-68	Provide for late charge exemptions	S
RM-69	Provide reports for exempt customers	S
RM-70	Provide for tax protestors (accumulate taxable amounts and be able to report by customer and taxing authority)	S

Harris Northstar Customer Information System - Requirements Matrix Rates & Fees Management

Item	Requirement	Response
Fees		
RM-71	The system can create an unlimited number of fee types.	S
	Fees are assigned the following attributes:	
RM-72	> Unique code	S
RM-73	> Amount	S
RM-74	> Type	S
RM-75	> Revenue Code or G/L number	S
RM-76	Fees can be assigned to Service Orders	S
RM-77	Fees can be individually billed to a single account	S
RM-78	Fees can be assigned to delinquency notices	S
Rate Management		
Rate Application		
RM-79	Rates can only be assigned to services they are authorized for	S
RM-80	Rate assignment is verified against customer/account type. (E.g.. Residential, Commercial, Industrial, etc...)	S
Rate History		
RM-81	Rates cannot be deleted as long as billing history is available for that rate	S
Rate Development		
RM-82	Allows for sample bill calculation that will test billing amounts and revenue code or G/L accounts without affecting actual revenue.	S
RM-83	Provides the ability to model rates based on customer types (Residential, Commercial, etc...), revenue types (Usage charges, base charges, etc...), or location	S
RM-84	Provides ability to forecast revenue by rate based on system usage history.	S
RM-85	Provides statistics on usage by rate	S
RM-86	Provide "What-If" capability (rate modeling) to forecast revenue by rate.	S

Harris Northstar Customer Information System - Requirements Matrix Financial Management

Item	Requirement	Response
FM	General Financial	
	General	
FM-1	The system will act as a receivables subsidiary ledger keeping all debit and credit transactions in balance.	S
FM-2	Every transaction is double recorded (debit and credit)	S
	General Ledger	
FM-3	The system will maintain a table of G/L numbers that can be used by the system.	S
FM-4	The system will allow at least 30 alpha/numeric characters for the G/L number	S
FM-5	The system will allow a user defined account mask to be applied against the G/L number	S
	Multi-Company/Fund / Location Overrides	
FM-6	The system will provide for multi-company/fund general ledger processing. Each financial transaction can be assigned to a specific company/fund.	S
FM-7	The system will provide for financial reporting separation by premise location or area within a company/fund. Each financial transaction will be assigned a location or area override.	S
	Accounts Receivable	
	Customer Accounts Receivable	
FM-8	The system maintains the detail components of each accounts, receivables balance. Eg. Water Service balance water consumption balance Sewer balance surcharge balance, tax balance, fee balance and penalty balance.	S
FM-9	Receivable balances can be segregated by fund. i.e. water balances are held in the water funds AR account. Sewer balances are held in the sewer funds AR balance.	S
	Bad Debt	
FM-10	The system provides a means to track account balances classified as bad debt.	S
	Write-Offs	
FM-11	The system provides a means to track balances that have been written-off. These balances are removed from the receivables balance but are still held in the system for historical purposes and potential future recovery.	S
FM-12	The system provides a means to recover a written off account if payment is received after the account has been written-off	S
	Cash Receipts	
FM-13	Multiple cash accounts (G/L Accounts) can be maintained for different cash receipt sources. Eg. Cashiering, Remittance Processing, Lock Box, EFT, Credit Card, etc...	S
FM-14	The system can process non-utility cash receipts. Cash receipts can be received and recorded against any revenue account.	S
FM-15	The system should support transaction codes that maintain the account distributions for defined transaction types. i.e. "Parks-Class" code would automatically distribute cash debit and revenue credit to appropriate GL accounts.	S
FM-16	The system must have the ability to allow the user to direct a payment to a specific bill and/or invoice	N
	Cashiering	
FM-17	The system provides an on-line cashiering function to receive payments from utility customers on an individual basis.	S
FM-18	The system collects information on form of payment (cash, check, credit card, etc.)	S
FM-19	The system will print a cash receipt to a standard 3 1/4" receipt printer	S

Harris Northstar Customer Information System - Requirements Matrix Financial Management

Item	Requirement	Response
FM-20	The system can process master account payments. Single check covering multiple accounts and allocate payment to each account properly.	S
FM-21	The system supports cash drawer reconciliation procedures. (batch controls, drawer balancing, etc..)	S
FM-22	The system will print cash receipts reports by cashier and payment type.	S
FM-23	Cash receipts will be reflected in customer account balance immediately after the transaction is entered into the system.	S
FM-24	The system will support Optical Character Recognition (OCR)	S
FM-25	The system will provide an alert when drawer cash amount is greater than a user-defined amount	C
Remittance Processing		
FM-26	The system will process direct mail receipts from the City's remittance processor	S
FM-27	The system will record the source of the payment. i.e. Lockbox	S
FM-28	The system will record the date of the payment	S
FM-29	The system will record the batch ID of the payment	S
FM-30	The system can process master account payments. Single check covering multiple accounts and allocate payment to each account properly.	S
Lock Box		
FM-31	The system provides an interface for receiving lock box payments from outside institutions	S
	The system has a predefined interface to receive lock box payments from:	S
FM-32	> Metavante	S
FM-33	> Checkfree	S
FM-34	> Chase	S
FM-35	The system can store the import file specs from multiple lock box sources.	S
EFT		
FM-36	The system will accept payments from EFT sources.	S
FM-37	The system will provide a process to manage the setup, documentation, prenote, processing and termination of the EFT.	S
FM-38	The system will track bank ID information in a table for validation	S
FM-39	The system will encrypt bank account information both in storage and transmission of data	S
FM-40	The system will process denied funds transfers and bill required late and NSF fees.	S
FM-41	EFT receipts will be displayed on the bill remittance and be identified as EFT.	S
Credit Card		
FM-42	The system supports an automated credit card interface and will receive payments and print receipts	S
IVR		
FM-43	The system can accept payment over the phone for credit cards.	S
FM-44	The system can accept payment over the phone for direct bank debits	S
Internet		
FM-45	The system can accept payment over the phone for credit cards.	S
FM-46	The system can accept payment over the phone for direct bank debits	S
Payment Allocation		
FM-47	The system provides a global user defined hierarchy for payment allocation	S
FM-48	The system provides an account specific override hierarchy for payment application	N
FM-49	The system provides a one-time custom payment allocation hierarchy override	S
FM-50	The system provides an on-line method to reapply a payment already applied to an account	S

Harris Northstar Customer Information System - Requirements Matrix Financial Management

Item	Requirement	Response
FM-51	The system will post the payments to the suspense account for unidentified accounts	S
FM-52	The system will have the ability to transfer payments from the suspense account to the correct account(s), and have the transfer follow the correct payment hierarchy	S
Returned Check		
FM-53	The system provides an on-line or batch method to input NSF checks that will debit the account and bill the required late charges and NSF fees.	S
FM-54	An NSF transaction will place an account back into the delinquency process where it would normally be if payment had not been received.	S
FM-55	NSF transactions will create a user defined credit score event.	S
FM-56	The system will provide on-line review or report of NSF account activities.	S
FM-57	NSF transactions will be archived.	S
FM-58	NSF transactions will revert an account with paperless billing back to paper bills	C
History		
FM-59	The system maintains all receipts history per account until purged.	S
Reports		
FM-60	Daily Cash Receipts reports are created by payment source. E.g.. Cashiering, Remittance Processing, Lock Box, EFT, Credit Card, etc...	S
FM-61	The system will produce error reports for misapplied cash payments (closed or inactive accounts, bad account number, etc...) by source. E.g.. Cashiering, Remittance Processing, Lock Box, EFT, Credit Card, etc...	S
Cash Disbursements		
Check Writing		
FM-62	The system can track cash refunds across multiple company/funds keeping proper accounting entries for inter-company/fund transactions.	S
Revenue		
Billing Revenue		
FM-63	The system allows each discrete billing component (base charge, consumption charge, surcharge, tax, fee, etc...) to have its own revenue code or G/L number.	S
FM-64	Each Discrete billing component can also have a unique revenue code or G/L number based on Service Type. (Domestic Water, Fire Service, Landscape Service, Sewer, Storm Water, etc...)	S
FM-65	Each Discrete billing component can also have a unique revenue code or G/L number based on Account Class. (Residential, Commercial, Industrial, etc...)	S
Un-Billed Revenue		
FM-66	The system will calculate unbilled revenue for the period between account services last bill date and end of reporting period. Fixed or Flat rate charges will be prorated based on system proration types and consumption based charges will be estimated based on system estimation types.	S
FM-67	The unbilled revenue report can be run at any date in the reporting period	S
Bill-in-Advance		
FM-68	For bill-in-advance services the system will calculate the unearned revenue adjustment for revenue billed beyond the period end date.	S
Liabilities		
Deposits		
FM-69	The system will track deposits in a separate GL account	S
FM-70	The system can track deposits by service type that are recorded in separate GL accounts (separate company/fund)	S

Harris Northstar Customer Information System - Requirements Matrix Financial Management

Item	Requirement	Response
FM-71	The system can assess a deposit by service type	S
FM-72	The system can maintain default deposit amounts based on service type (Water, Wastewater, Storm Water, etc..), Account Class (Residential, Commercial, Industrial, etc...) and Meter Size.	S
FM-73	The system can accept and track a deposit on an account from a third party	S
FM-74	The system can specify the remittance method. (E.g.. Cash only, separate bill, next utility bill, etc...)	S
FM-75	System will automatically hold on-orders pending payment of deposit.	S
FM-76	The system can apply a deposit against an account balance.	S
FM-77	The system will automatically apply the deposit to the account balance when closing an account	S
FM-78	The system will automatically transfer a deposit with an account when the customer moves out and in to a different premise in utilities service area	S
Taxes Payable		
FM-79	The system will track tax collections by tax type.	S
FM-80	The system will provide a report of tax collections to proper external taxing agencies.	S
Surcharges Payable		
FM-81	The system will track surcharges by surcharge type.	S
Refunds Payable		
FM-82	The system can accumulate and display on-line or report all credit balances as of a user defined date.	S
FM-83	The system will allow users to adjust the credit balance amount and will create the appropriate adjustments to the account and GL.	S
FM-84	Credit balance refunds can be processed in batch.	S
FM-85	The user can assign a G/L account to the refund payable.	S
FM-86	Appropriate G/L accounts are updated when credit balance refunds are posted.	S
FM-87	The system will print a journal for all credit balance refunds processed.	S
FM-88	The system provides a user defined threshold for selecting credit balances for refunds processing. i.e. all credit balances over 5.00.	S
FM-89	The system provides a method to write-off credit balances.	S
FM-90	The system provides a user defined threshold for selecting credit balances for write-off i.e. all credit balances less than 5.00.	S
Reports		
	The system will be able to generate custom reports by date range, at a summary and detail level, and by G/L fund number for the following:	
FM-91	> Consumption	S
FM-92	> Daily Transaction Report	S
FM-93	> Monthly Financial Transaction Report	S
FM-94	> Suspense Account Report	S
FM-95	> Daily Balance Control	S
FM-96	> Accounts Receivable A/R Report	S
FM-97	> Write-Off Accounts	S
FM-98	> Daily G/L Interface Report	S
FM-99	> Taxable vs. Non-Taxable Accounts Report	S
FM-100	> General Receivables Report	S
FM-101	> Rate Analysis Report	S

Harris Northstar Customer Information System - Requirements Matrix Credit & Collections Management

Item	Requirement	Response
CC	Customer Credit	
	Credit Profile	
CC-1	The system should capture basic customer credit information in order to provide a credit profile, credit score and credit status of the customer.	S
CC-2	The system should provide credit information fields that are user-defined and unlimited.	S
	Credit Checking	
CC-3	The system should download credit (Equifax, Dun & Bradstreet, etc.) information directly into the system for on-line accessibility	F
CC-4	The system should identify customers who have been preapproved for credit. For example, large customers might be eligible for waiver of deposit.	S
	Credit References	
CC-5	The system should generate a letter of reference to a former customer in order to establish credit with a new utility company. The letter could include specific information about the customer's history such as the number of late payments.	S
CC-6	The system should be able to summarize and print the customer's credit history for the past 12 months on the closing bill for use as a credit reference with another utility based upon specified criteria.	C
	Credit Bureau Interface	
CC-7	The system should provide an automated interface with various credit bureaus. System will provide a mechanism for transferring and receiving various information pertaining to customers.	S
CC-8	The system should be able to process payments received by credit bureaus.	S
	Credit Scoring Process	
CC-9	The system should provide a flexible credit scoring capability, the user can vary weights associated with various credit offenses. Collection points for credit scoring purposes are applicable to all types of accounts.	S
CC-10	The system should track a credit score taking into consideration the number of years connected and the past credit events, applying a weighted value to the customer's good/bad credit points.	S
CC-11	The system should provide the ability to manually adjust or override a customer's credit score.	S
CC-12	The system should transfer the credit score from the old account to the new account. (From old account number and also within new system. All customer history follows customer)	S
CC-13	The system should be able to determine credit worthiness while assessing deposits.	S
	Third Party/Guarantor/Co-signer/Owner	
CC-14	The system should allow the user to define if a owner on an account should be taken into consideration in determining whether a collection notice should be prepared by the system.	S
CC-15	The system should automatically generate past-due notices to owner for the past-due finalled accounts	S
CC-16	The system should provide the ability to release the owner from financial responsibility for an account when the account meets regulatory good standing guidelines. Credit score has remained "X" after "X" period of time.	S
CC-17	The system should provide the ability to transfer receivable balances from a delinquent account to a owner account. This transfer would take place at the time the past-due account is deemed uncollectible.	S
	Cash Only Account	

Harris Northstar Customer Information System - Requirements Matrix Credit & Collections Management

Item	Requirement	Response
CC-18	The system should provide automatic identification of a "cash only" account based on a specific credit rating or a user defined criteria.	S
	Account Balance	
	Outstanding Account Balance	
CC-19	The system should provide capability to isolate a balance owing on any given date in the account history. Isolated balance will prohibit delinquency or disconnect.	S
CC-20	The system should provide an on-line summary or report of all amounts owed by an entity having multiple service locations, both active, closed and pending.	S
CC-21	The system should provide the ability to correct misposted payments.	S
	Transfer Account Balance	
CC-21	The system should cross reference new service requests against inactive accounts with outstanding balances or accounts disconnected for non-payment with outstanding balances transferred to the new account.	S
CC-22	The system should provide for user defined accounts, ability to transfer delinquent balances between a customer's accounts.	S
CC-23	The system should allow adjustments to accounts which have balances due because the service was terminated after the requested date.	S
CC-24	The system should allow for transfer of charges from customer whose account was terminated after the requested date to the customer (including apartment complexes) who actually used the service.	S
	Freezing an Account	
CC-24	The system should allow for accounts or portions of an account to be "frozen" so that no action is taken during any delinquent review process.	S
CC-25	The system should allow for the payment processing status to be user-defined while an item is "frozen" - it may or may not allocate payments to that item as long as it remains in dispute status.	S
	Collections	
	Notification and Cutoff for Non-Payment	
CC-26	The system should support an automated notice and collection activity for all customers based upon specific processing date schedules by customer class.	S
CC-27	The system should provide the ability to define an automated notice and collection process by service, product, and program.	S
CC-28	The system should exclude specific utility service and product charges from the delinquent notice process.	S
CC-29	The system should be able to exclude specific customers from the delinquent notice process based upon contract terms.	S
CC-30	The system should provide the ability to generate past-due notices with a varying degree of severity based upon customer credit history and amount due. System should allow notices to be tailored to customers with better or worse credit history.	S
CC-31	The system should provide the ability to integrate with an automatic dialer for assistance with outgoing calls for collections efforts.	S
CC-32	The system should provide a report of delinquent payment arrangements; System will automatically generate the cut off order the day after the payment is not received.	S
CC-33	The system should provide the ability to grant payment extensions which will extend the delinquency process accordingly. CSR provides a specific date or length of the extension.	S
CC-34	The system should track the number of payment extensions granted for a customer.	S

Harris Northstar Customer Information System - Requirements Matrix Credit & Collections Management

Item	Requirement	Response
CC-35	The system should be able to identify a sequence of delinquent and non-pay disconnect notices. The system will support any number of notices with variable contents and format.	S
CC-36	The system should allow cut-off processing to include automatic generation of cut service orders.	S
CC-37	The system should provide the ability to select the number of cut-off orders to be worked each day by geographic area.	F
CC-38	The system should allow cut off orders to be automatically removed if payment is received	S
CC-39	The system should provide the ability to designate work groups for working of orders	S
	The system should allow for preventing turn-off of service due to delinquency for various reasons including:	
CC-40	> Holidays	S
CC-41	> Payment Arrangements (automatic)	S
CC-42	> Bankruptcy Proceedings - Pre-petition account	S
CC-43	> Medical (automatic)	S
CC-44	> High Bill Investigation/Bill Disputes	S
CC-45	> Re-Read Order Pending	S
CC-46	> Payment Extensions	S
CC-47	> User defined	S
CC-48	The system should allow for date ranges for a collection exemption placed on an account	S
CC-49	The system should be able to automatically manage collection exemption letters from accounts and be able to request new collection exemption letters from accounts that are approaching the end date of their collection exemption period	S
CC-50	All disconnect accounts should display on disconnect select list. The system should identify those that have a disconnect exemption and allow the user to override the exemption	C
CC-51	The system should provide for identification and reporting of non-pay disconnect customers for subsequent follow-up.	S
CC-52	The system should primarily base the preparation of delinquency notice on a total unpaid dollar amount or an aging threshold determined by the credit and collection staff.	S
CC-53	The system should be able to mail notices directly to customers except for those identified as special handling.	S
CC-54	The system should be able to suppress or issue disconnect notices either individually, in groups, or by area.	S
CC-55	The system should provide for the printing of disconnect orders by route or meter sequence.	E
CC-56	The system should allow for the printing of a variable expiration date for an account at the time the disconnect notice is created. For example specify a 10 day allowance for payment instead of 15 days. (Extensions included)	S
CC-57	The system should allow for user-defined information to be printed on the disconnect notice.	S
CC-58	The system should provide on-line identification or reporting of accounts that have been turned off for non-pay.	S
CC-59	The system should not re-establish a new collection process for NSF checks/ late charge adjustments (disconnect date). Account should be placed back into existing collection process	S

Harris Northstar Customer Information System - Requirements Matrix Credit & Collections Management

Item	Requirement	Response
CC-60	If payment on a turn-off notice is received by check and check becomes NSF then a turn-off notice should be automatically created to lock off the service	S
CC-61	If a payment arrangement is broken then the account should be placed back into the delinquency process where the account would have been if payment arrangement had not been granted	S
Collections		
General		
CC-62	The system should provide for on-line view of payments collected by receivable type for a specified period of time.	S
CC-63	The system should provide for on-line view or report of contacts/notices made to accounts in the collection process. System will provide a mechanism to input external collection contacts into the CIS.	S
CC-64	The system should report daily open account balances by receivable type. (e.g. Water Meter Charges)	S
CC-65	The system should automatically generate multiple notification collection letters on accounts with user-defined minimum balances after "x" number of days of billing.	S
CC-66	The system should provide the ability to create forms required for lawsuits/liens and related documents.	S
CC-67	The system should produce listings of each type of collection letter produced to include the total number and dollar value of the accounts receiving the letters and the amount remitted.	S
CC-68	The system should maintain the customer history and the type of letter or legal transaction along with the date of production on the account.	S
CC-69	The system should provide a list of accounts with payments received, include the dollar amount paid, the number of days since inactivation, the last type of collection letter sent and the month in which the account was referred to the collection process.	S
CC-70	The system should provide for the transfer of records from the accounts receivable when collection activity has been completed. Appropriate G/L interface transactions will occur.	S
Active Account Collections Process		
	The system should facilitate the identification of active accounts in delinquency. The system will support the following activities.	
CC-71	> Identification of previous credit and collection actions taken on the account	S
CC-72	> Outbound predictive dialing to notify or warn the customer of pending collection activity	S
CC-73	> Outbound mailing to notify or warn the customer of pending collection activity	S
CC-74	> Feed the collection action into an electronic work queue to be followed up by other users	F
CC-75	> Initiation of deferred payment arrangements	S
CC-76	> Initiate collection order sequence	S
CC-77	> Request additional deposits	S
CC-78	> Bypass any credit activities	S
Inactive (Closed) Account Collection Process		
CC-79	The system should facilitate the identification of inactive accounts with outstanding balances and bad debts. The system will support the following activities.	S

Harris Northstar Customer Information System - Requirements Matrix Credit & Collections Management

Item	Requirement	Response
CC-80	> Identification of previous credit and collection actions taken on the account	S
CC-81	> Ability to transfer balance owing to the new customer account for some accounts	S
CC-82	> Conduct a skip trace of the customer / account	S
CC-83	> Resend returned collection letters	S
CC-84	> Refer the account to a collection agency.	S
CC-85	> Notify account third parties	S
Vacant Account Collection Process		
CC-86	The system should provide for the identification of usage on a vacant account	S
CC-87	The system should be able to send notification to the address to prompt application for service	S
CC-88	The system should support the revert to landlord /owner process for the account.	S
CC-89	The system should be able to notify the meter reader and flag the responsible party of the account when unauthorized usage of service is detected.	S
Write-off Determination		
CC-90	The system should provide the ability to view all charges by account which are past due "x" days from their bill date by service. Used to identify potential write-off for an active account.	S
CC-91	The system should provide a view of all accounts with unpaid amounts longer than "x" days from their final bill date. Used to identify potential write-off for an inactive account.	S
CC-92	The system should provide for viewing of accounts which are scheduled for write-off.	S
CC-93	The system should provide for moving accounts to write-off status once user defined criteria for inability to collect from customer has been reached, maintaining on-line access to inactive accounts.	S
CC-94	The system should allow for override of this automated process (with appropriate security rights). Parameters may include: customers that have final billed with the Utility greater than 60 days ago.	S
CC-95	The system should provide for manual write-off capability.	S
CC-96	The system should provide the user the option to select specific charges that are past due and perform write-off.	S
CC-97	The system should be able to automatically apply a misc charge to an account that is written-off as part of the write-off process	S
	The system should process a write-off report at specified intervals to indicate the following items:	
CC-98	> The starting balance and number of accounts (total receivables)	S
CC-99	> The addition of accounts referred (dollar and number)	S
CC-100	> Additions and reductions due to adjustments	S
CC-101	> The number of payments received and the dollar total of those payments	S
CC-102	> The totals for the end of the report period (total receivables)	S
CC-103	> User defined reports	S
Bad Debt Archive		
CC-104	The system should provide a method for automatically archiving and purging bad debt history information (time to be user defined).	F
Collection Agency Interface		

Harris Northstar Customer Information System - Requirements Matrix Credit & Collections Management

Item	Requirement	Response
CC-105	The system should provide an automated interface with various collection agencies to send and receive information regarding customers in the collection process. (Interface to US Credit Collections and Nation Wide Credit Corp.)	S
CC-106	The system should be able to receive payment information regarding customer collections.	S
CC-107	The system should provide for on-line view of customers who have made payments to the utility and are currently being collected through an outside agency.	S
CC-108	The system should support the ability to recall accounts back by individual account or batch and reissue to a secondary or tertiary collection agency. Ability to associate different fees based upon the collection agency.	S
CC-109	The system should provide on-line view of account collection status, for example: Negotiated, Settled, Forgiven, Reversed, Bankruptcy.	S
CC-110	The system should provide for an automatic review of all accounts referred to a collection agency or collection process at designated intervals to review the success of the collection effort.	S
CC-111	The system should provide for an automatic review of all accounts referred to a collection agency or collection process at designated intervals to create subsequent letters on accounts for which no payment has been received.	S
Notes		
CC-112	The system should provide the ability to add notes to specific credit events.	S
Penalty		
Late Payment Penalty		
CC-113	The system should allow for a late payment penalty based on a percentage.	S
CC-114	The system should apply a late payment penalty based on a user defined criteria (e.g. flat dollar amount or a percentage of the balance due). The user can also define by other parameters such as customer segmentation, rates, service type geographic location.	S
CC-115	The system should, upon receipt of a partial late payment, automatically indicate the payment amount on the delinquency notice and reduce the balance due.	S
Returned Checks (a credit perspective)		
CC-116	The system should automatically place customers with returned checks into the delinquency process if the charge is past due.	S
CC-117	The system should automatically call, mail or deliver to the customer, notice of the returned check. Severity of the notice will reflect the recent credit score for the customer.	S
CC-118	The system should automatically apply a returned check fee upon entry of the reversal of the payment.	S
CC-119	The system should provide the ability to override the application of a fee	S
CC-120	The system should be able to automatically create a lock-off tag if an NSF check is not cleared in x days from the NSF letter date	S
CC-121	The system should be able to automatically flag account as "Cash Only" if X (user defined) number of NSF events occur in 12 month period.	S
CC-122	The system should provide an on-line view or report of checks that have been returned based upon user defined criteria such as date, amount, customer class.	S
Payment Arrangements		

Harris Northstar Customer Information System - Requirements Matrix Credit & Collections Management

Item	Requirement	Response
CC-123	The system should track the number of payment arrangements granted to an account in a running twelve month period. Payment arrangements are made for customer accounts with user defined criteria.	S
CC-124	The system should track the number of payment arrangements not met. For each arrangement that is made provide the ability to track default.	S
CC-125	The system should establish and maintain customer payment arrangements based upon an installment arrangement. Total balance owing can be divided into multiple user-defined installments.	S
CC-126	The system should establish payment arrangements on the final bill of an inactive account. Providing customers the ability to pay total balance with an arrangement agreement after they have moved from the Utility service area.	S
CC-127	The system should track payment arrangements on both active and inactive accounts and render notices based on the terms of the payment arrangement in lieu of the criteria established for regular notices. The notices may have additional terminology reflecting default.	S
CC-128	The system should be capable of generating on-line the initial payment schedules and amounts.	S
CC-129	The system should be capable of generating the arrangement agreement as it is established with the customer.	S
CC-130	The system should allow the user to adjust the arrangement amount for each payment.	S
CC-131	The system should allow the user to adjust the arrangement due date for each payment	S
CC-132	The system should provide for payment arrangements that are not tied back to a specific debit in the account and can be made for any amount.	S
CC-133	The system should provide for payment arrangement dates that are user defined.	S
CC-134	The system should automatically generate installment payment letters. System should provide the ability to send "reminder" notices to customers with payment installments.	S
CC-135	The system should allow payment arrangements to preclude account from entering write-off processing. Arrangements are made to assist a customer in preventing delinquency or disconnect notices.	S
CC-136	The system should provide the ability to make deferred payment arrangements for customers. Customer can pay current bill and avoid collection on past due amounts until a future date. Arrangements are made to pay over "x" months in the future.	S
CC-137	The system should provide an on-line view of payment arrangements made with a customer for an account.	S
CC-138	The system should provide the ability to print another notice to explain a billing correction	S
Bankruptcy		
CC-139	The system should identify and maintain bankruptcy information on the customer account. Upon notification that a customer has filed for bankruptcy the account is closed on a user defined date after filing.	S
CC-140	The system should stop the delinquency process for a bankruptcy customer for the amount due at the time of filing to prevent the service from being disconnected for non-payment or going to a collection agency for the closed account.	S
CC-141	The system should provide for the on-line review of the amount owed by customers who have filed for bankruptcy.	S

Harris Northstar Customer Information System - Requirements Matrix Credit & Collections Management

Item	Requirement	Response
CC-142	The system should track the type of filing and payments received under each.	S
CC-143	The system should provide for tracking of dismissals and discharges.	S
CC-144	The system should be able to indicate on the new account that the customer has filed for bankruptcy on an old account.	S
CC-145	The system should provide the ability to generate a "x" day deposit letter for post bankrupt account(s), requesting for an additional deposit on the new account.	S
Deceased/Executor		
CC-146	The system should be able to identify a customer as deceased and assign an executor to the account.	S
Liens		
CC-147	The system should calculate the lienable amount once service is disconnected.	S
CC-148	The system should allow the user to change the lien amount. (sewer is not lienable in Arizona)	S
CC-149	The system should provide an electronic file of all accounts with a lien. This information can be provided to an outside agency.	S
CC-150	The system should provide the ability to identify the notification that an account with a lien has received a payment	S
CC-151	The system should provide the ability to calculate interest on a lien. (Variable interest rates)	S
CC-152	The system should provide the ability to generate a letter to notify the customer about a lien to be filed on a property.	S
CC-153	The system should provide the ability to generate a completed lien release form.	S
CC-154	The system should provide the ability to generate a completed lien form.	S

Harris Northstar Customer Information System - Requirements Matrix Device Management

Item	Requirement	Response
DM	Device Types	
	The system will accommodate various device types. The following device types are included:	
DM-1	> Water Meters	S
DM-2	> Registers	F
DM-3	> Transponders	S
DM-4	> Test Meters	S
DM-5	> Fire Hydrant Meters (i.e. Portable Meters)	S
DM-6	> Construction Meters	S
DM-7	> Detector Check Valves	F
DM-8	> Compound Meters (More than one register)	S
DM-9	> Backflow Valves	S
DM-10	> ERTS / AMR	S
	Device Attributes	
DM-11	Provides table validation of all device attributes including cross field validation on specific components, for example manufacturer, type and size validation.	S
	Water Meter Attributes	
	The on-line review and update of all meter attributes. Attributes may include:	
DM-12	> Meter Number	S
DM-13	> Meter Type	S
DM-14	> Meter Size	S
DM-15	> Meter Manufacturer	S
DM-16	> Meter Model	S
DM-17	> Digits	S
DM-18	> Number of Registers (dials)	S
DM-19	> Register Id Number (AMR)	S
DM-20	> Register Type (AMR/Direct Read)	S
DM-21	> Transponder (Meter Transceiver) (Telemetry Interfaces)	S
DM-22	> Purchase Date	S
DM-23	> Cost	S
DM-24	> Original Install Date (first installed date)	S
DM-25	> Installed By	N
DM-26	> Remove Date	S
DM-27	> Removed By	N
DM-28	> Test Dates	S
DM-29	> Test Results	S
DM-30	> Tested By	S
DM-31	> Last Test Date	S
DM-32	> Test Witnessed By	N
DM-33	> Test Type (i.e., calibration test vs. unit operational test)	S
	Associated Devices	
	The system will track various associated devices to water meters:	
DM-34	> ROM (Read-O-Matic)	F
DM-35	> Touch Pad	F
DM-36	> Phone	F
	Read Type	
	The system will track various read types:	
DM-37	> Phone	S
DM-38	> handheld	S
DM-39	> AMR	S
DM-40	> TouchPad	S

Harris Northstar

Customer Information System - Requirements Matrix

Device Management

Item	Requirement	Response
DM-41	> User Defined	S
Read Configuration		
DM-42	> Test Circle Number (Badger)	S
Meter Identification and Access		
DM-43	Does not allow duplicate meter numbers within the same meter manufacturer. If duplicate meter numbers occur across manufacturers the system provides a method to differentiate the meters.	S
	A standard system search capability is supported for meters (not a query). Standard system searching can be done on one or more attributes including:	
DM-44	> Meter Serial Number	S
DM-45	> Meter Register Number	N
DM-46	> ERT Number	S
DM-47	> Premise or Location ID	S
DM-48	> GPS Location (x,y Coordinates)	S
DM-49	> Manufacturer	S
DM-50	> Model	S
DM-51	> Meter Type	S
DM-52	> Meter Size	S
DM-53	> Customer Name or Number	S
DM-54	> Account Number	S
DM-55	> Purchase Date	S
DM-56	> Install Date	S
DM-57	> Meter Order Number (PO's)	N
Meter Status		
DM-58	Provide for statusing of the meters. Including:	
DM-59	> Inventoried (warehouse)	S
DM-60	> Installed (Active)	S
DM-61	> Installed (Inactive)	S
DM-62	> Maintenance (meter shop)	S
DM-63	> Stolen/Missing	E
DM-64	> Damaged	S
DM-65	> On Truck	E
DM-66	> Disposed / Scrap	S
DM-67	> Locked	E
DM-68	> Removed	E
DM-69	> User Defined	E
Meter Location		
DM-70	Identify all locations the meter has been set. System will automatically track the history of installations for a meter.	S
DM-71	Identify all meters set at a premise. Meters can be managed for each service type and service point.	S
DM-72	System supports descriptive text for meter location (i.e., "10FT BK NW PL")	S
DM-73	System supports X/Y coordinates for meter location (GPS)	S
DM-74	System supports special instruction codes or messages for meters (i.e., gate codes, beware of bees nest, etc)	S
Device Location Activities		
Meter Set (installation)		
DM-75	The meter set order will automatically update meter and meter component attribute values.	S

Harris Northstar Customer Information System - Requirements Matrix Device Management

Item	Requirement	Response
DM-76	System provides the ability to define standard meter configurations and then validates meter configurations placed in service to ensure the configuration meets the associated standard.	S
DM-77	System calculates the meter multiplication factor for the verified configuration.	S
Meter Replace		
DM-78	The meter exchange will automatically update meter and meter component attribute values.	S
Meter Register Replace		
DM-79	The meter register change will automatically update meter and meter component attribute values.	F
Meter Transponder Replace		
DM-80	The meter transponder change will automatically update meter and meter component attribute values.	F
Meter Remove		
DM-81	The meter remove order will automatically update meter and meter component attribute values.	S
DM-82	System allows for a meter to be removed without replacement.	S
DM-83	System will track reason for meter removal	S
Device Inventory Activities		
Received Into Inventory		
DM-84	System provides the means for authorized users to create and maintain an accurate inventory of the devices in stock.	S
DM-85	Allow mass entry of devices with automatic assignment of sequential <i>serial/equipment numbers by manufacturer, device/equipment type and other device attribute information.</i>	S
DM-86	Provide ability to upload (for example, from a diskette) meters from the manufacturer to go into inventory. Allow mass assignment of sequential meter numbers.	S
DM-87	Allow for addition of single meters to inventory.	S
DM-88	Provide ability to interface with bar code readers for bar-coded meter numbers on the meter or equipment.	S
Deleted From Inventory		
DM-89	Allow mass deletion of meters from inventory.	S
DM-90	Allow for deletion of single meters from inventory.	S
DM-91	Prevent deletion of active meters.	S
Testing Identification		
DM-92	Support a routine testing program.	S
DM-93	Maintain sample test groups.	S
DM-94	Generate a maintenance service order based on next meter test date or scheduled maintenance date.	F
DM-95	Indicate on the service order the need to exchange the meter based on a random sample test, age of meter, or other test determination. Update the attributes of the meter test group.	S
DM-96	Indicate testing of meters on "x" period - age - (parameter driven) is required and generate an order to field test the meter.	F
DM-97	Indicate testing of meters on "x" period - consumption - (parameter driven) is required and generate an order to field test the meter.	F
DM-98	Enable meter tests to be initiated by a customer request. Customer request will <i>initiate a service order.</i>	S
Testing Results		

Harris Northstar Customer Information System - Requirements Matrix Device Management

Item	Requirement	Response
DM-99	System will provide a mechanism to record test results. Results include: test date, tester name, flow rates.	F
DM-100	System allows for a comment message to be associated with the meter test.	S
DM-101	System maintains meter test history that contains the following items:	
DM-102	> Date submitted for test	S
DM-103	> Initials of person performing test	S
DM-104	> Test results	S
DM-105	> Date test completed	S
DM-106	> Reason for test	S
DM-107	> Test performed (different types of tests - Performance test, customer test)	F
DM-108	> Comments	S
DM-109	> Meter problem code	F
DM-110	> Person requesting test	F
DM-111	> Repair/recalibration performed	F
DM-112	Must support recording of multiple test results for a given test scenario.	F
DM-113	Require the customer to pay for meter test deposit upfront into an escrow account, and refund the deposit if test proves the meter is defective.	S
DM-114	Provide a credit or a charge to the customers account based upon the results of the customer requested meter test.	S

Harris Northstar Customer Information System - Requirements Matrix Mobile Work Management

Item	Requirement	Response
	Mobile Access	
	The system provides for mobile (laptop, pda) wireless access to following system functions:	
MM-1	> Service Order Processing	S
MM-2	> Meter Inventory	S
MM-3	> Meter Installations	S
MM-4	> Meter Change-Outs/Removals	S
MM-5	> Customer Contacts	S
MM-6	> Customer Inquiry	S
MM-7	> Delinquency Notices	S
	The system provides the ability for field personel to enter meter reads for the following processes:	
MM-8	> Customer Move In/Out	S
MM-9	> Meter Change-Outs	S
MM-10	> Register Change-Outs	S
MM-11	> Meter Re-reads	S
MM-12	> General Meter Reads	S
MM-13	The system provides the ability for field personel to continue to perform and document work when communications is interrupted. When communication is re-established the work completed will automatically update the production system.	S
MM-14	The system allows field personnel to work and complete service orders.	S
MM-15	The system provides for viewing and updating security to be defined by user or role.	S
MM-16	The GIS map display is available through the mobile interface	S
MM-17	GIS data elements are available through the mobile interface.	S
MM-18	The system provides the capability to track vehicle location	N
MM-19	The system provides alerting for emergency service orders.	S
MM-20	The system provides for instant messaging (IM) between office and mobile users.	S
MM-21	The system provides one-click clock-in and one-click clock-off capabilitiy for each service request. (users don't have to manually enter data and time started and completed service order activities)	S
MM-22	The system provides for mobile (laptop, pda) download access to service orders.	S
MM-23	Real-time edits are subject to data validation	S

Harris Northstar Customer Information System - Requirements Matrix System Technical

Item	Requirement	Response
SY	General Specifications -	
SY-1	The system should provide for application modules that are fully integrated with one another to avoid redundant data entry	S
SY-2	The system should have a consistent look and feel across all modules.	S
SY-3	The system should provide the ability to make any field a drop down box with no free form entry allowed	N
SY-4	The system should have a user-friendly, read-only data dictionary (for non technical users).	S
SY-5	The system should include all support software, tools and utilities (e.g., compilers, text editors, library products, code generators, scripts) needed to perform configuration, installation, operation and management tasks.	S
SY-6	The system should provide the ability to support purging, with appropriate archival and audit trails, on individual or project specific data from all relevant system modules.	F
SY-7	The system should provide field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions (i.e., warnings when entering existing address, etc.)	S
SY-8	The system should provide customizable online documentation and training materials such as context-specific help, search capability, city specific business process documentation and process maps	S
	The system should include support software that includes:	
SY-9	> Application development tool kit	N
SY-10	> Utilities and tools to monitor resource utilization	T
SY-11	> Web development tool kit	T
SY-12	> Tool kit manuals	T
SY-13	> Requirement templates	T
SY-14	> Report generation scripts	T
SY-15	> Audit and system logging	S
SY-16	The vendor should provide well defined all inclusive migration processes for software releases.	S
SY-17	The system should support importing and exporting of standard desktop office application files, including but not limited to Microsoft Office suite.	S
SY-18	The system should comply with all current government standards and web-based transaction encryption standards.	S
SY-19	The vendor should support all modifications made to the system during the installation process in all future software upgrades.	S
SY-20	Software enhancements provided to other customers should be made available to the city at no charge.	S
SY-21	The system should provide the ability to perform an online archive process.	F
SY-22	Development licenses for all system utilities and tools should be provided.	T
SY-23	The system should provide all date fields with a century indicator.	S
SY-24	The system should provide the ability to maintain and update test environments	S
SY-25	The system design must allow the system to run with little or no supervision with system administrator tools that are intuitive and easy to use	S
	Application Architecture (Technical)	
SY-26	The system should provide all screens, reports and transactions through a web browser.	N
SY-27	The system should provide a graphical user interface (GUI).	S

Harris Northstar Customer Information System - Requirements Matrix System Technical

Item	Requirement	Response
SY-28	The system should provide easy deployment to desktops .either web based or provide deployment tools to push or pull software to the desktop.	S
SY-29	The system should provide customizable user interfaces.	S
SY-30	The system should provide data and transaction logic validation through the use of centralized or distributed business rules.	S
	The system should provide support for inter process communication including, but not limited to, the following:	
SY-31	> Attachment of standard object types in an object library	S
SY-32	> Cut and paste capability from data fields and screens to other applications	S
SY-33	The system should provide the ability to attach imaged documents.	S
SY-34	The system should provide the ability to attach scanned documents to database objects	S
SY-35	The system should support mass changes to definable groupings of transactions.	S
SY-36	The system should accommodate separate instances of databases and database number keys.	S
SY-37	The system should support effective dating for transactions and table updates, including both future and retroactive changes.	S
SY-38	The system should provide the user with the ability to drill down from a transaction view to the respective and supporting source record view irrespective of the module containing information.	S
System Administration & Customizations (Technical)		
	The system should provide user-defined:	
SY-39	> Exits	N
SY-40	> Tables	N
SY-41	> Fields	S
SY-42	> Screens	N
SY-43	> Reports	S
SY-44	> Forms	N
SY-45	> Hot keys	N
SY-46	> Menus	S
SY-47	> Business rules and workflows	F
SY-48	System must include an administrative function to notify and log any problems	S
SY-49	The Administration module must be executable from any workstation connected to the network.	S
Database Management System (Technical)		
SY-50	The system must support Oracle (version 10.2.0.3 or above) or MS SQL Server 2005 (SP2 or above)	F
SY-51	Database fields should default to spaces or zeroes, unless a user-defined value is present.	N
SY-52	The system should utilize appropriate database rules and constraints to enforce and maintain referential integrity.	S
SY-53	The system should include utilities for database performance monitoring and tuning, including but not limited to tools for table & file maintenance.	T
SY-54	The system should provide a GUI database maintenance tool	T
SY-55	The system should include application and system configuration tables accessible by all modules.	S
SY-56	The system should provide for simultaneous access to data by concurrent users.	S
SY-57	The system should provide the ability to lock database records at a row and field level.	S

Harris Northstar Customer Information System - Requirements Matrix System Technical

Item	Requirement	Response
SY-58	The system should provide data modeling, data definition and data dictionary components.	S
SY-59	The system should provide a database that is integrated with all tools supplied for application development ad hoc database access and ad hoc reporting.	T
SY-60	The system should support online modifications to database structures without user downtime.	S
SY-61	The system should allow for data replication including but not limited to copying an instance of any database to a laptop or separate locations	S
SY-62	The system should provide utilities for making changes to layered software and hardware without user downtime.	N
SY-63	The system should provide transaction locking (commit process, en-queue / de-queue or database lock/unlock) for databases should be restricted to normal transaction entry and or several transactions in a batch process	S
SY-64	The system should provide standard structured query language (SQL) capabilities for database queries.	S
SY-65	The system should provide the ability to set up log event triggers to automatically notify administrator when a user defined database condition or set maximum/minimums are exceeded.	C
SY-66	The system should provide the ability for the administrator to track user behavior as well as database utilization.	S
SY-67	The system should provide documented best practices including but not limited to optimum database configuration and client maintenance. System must store all data in a relational database.	S
	<i>Functional and management features should include but not be limited to:</i>	
SY-68	> On-line backups	T
SY-69	> Transaction control to include rollback and commit functionality	S
SY-70	> Restore and roll forward to point of failure functionality	S
SY-71	> Row level locking	S
SY-72	> Unique and non-unique indexing	S
SY-73	> Automatic enforcement of referential integrity	S
SY-74	> Set of management tools	S
SY-75	> ODBC Compliance	S
	Network and Operating Environment (Technical)	
SY-76	The system should provide the ability to copy and/or archive data to external storage media (e.g., tape, CD-ROM) based on user-defined selection criteria and times.	F
SY-77	The system should provide the ability to maintain multiple operating environments for development, test, training and production.	S
	The system should provide the ability to define event triggers with an escalation path to be forwarded to a user-defined communication method, including but not limited to:	
SY-78	> Pagers	C
SY-79	> PDAs	C
SY-80	> Cell phones	C
SY-81	> E-mail addresses	C
	Security (Technical) 1	
SY-82	The system should use a single user sign-on for all modules with security configured for each module.	S
SY-83	The system should apply security at the database level vs. the application level.	S
SY-84	The system should display the last date and time the user logged onto the system at the time of logon.	C

Harris Northstar Customer Information System - Requirements Matrix System Technical

Item	Requirement	Response
SY-85	The system should allow the user to gain access to the database associated with the application without re-entering the user id and password.	N
SY-86	The system should display a security notice or banner at the start of the logon process that has to be accepted by a user's positive action. Failure to accept prohibits access to the system, whereas affirmation allows the logon to proceed.	S
SY-87	The system should not display or print passwords during user entry.	S
SY-88	The system should allow an administrator to suspend a user ID from further use.	S
SY-89	The system should allow an administrator to suspend all user access when a user is terminated.	S
SY-90	The system should require users to periodically change their password based on a table-driven time parameter.	T
SY-91	The system should time out, or suspend users after a period of time of being idle. This time out requires the user to re-enter their password before continuing.	C
SY-92	The system should restrict access to the file containing security parameters.	S
SY-93	The system should define a system wide parameter to force all passwords to be changed upon demand.	T
SY-94	The system should set a minimum password length (i.e., six characters).	T
SY-95	Passwords should be stored encrypted without a means to un-encrypt.	T
SY-96	The system should record the date and time the last password change occurred.	T
SY-97	The system should allow an administrator to reset passwords for subsequent change by the user.	T
SY-98	The system should require the use of passwords composed of letters, numbers and special characters	T
SY-99	The system should synchronize the application password to the server password	S
SY-100	The system should allow an administrator to add and modify user security information using online screens with immediate profile update.	S
SY-101	The system should record or capture information about each unauthorized access attempt such as: user id, workstation, date, time, transaction (menu, screen, file, object), attempted type of access (read, modify, etc.).	C
SY-102	The system should allow an administrator to review and report on attempted violations by batch or online.	C
SY-103	The system should allow an administrator to generate online inquiry and batch reports to review access profiles and types given to the users defined to the	S
SY-104	The system should record and maintain past security profiles (history of security access for an employee) when changes are made to an employees security	N
SY-105	The system should record in the system who changes security profiles and when changes are made (user name, date and time stamp).	S
SY-106	The system should assign application access rights across entire suite of applications at a single point of entry.	S
SY-107	The system should support a decentralized security administration function by component and business unit	S
SY-108	The system should set an invalid password threshold for the number of invalid logon attempts.	C
	The system should control access by level, which will apply to online activities, batch processing, report writer or retrieval software and system utilities, at the following levels:	

Harris Northstar Customer Information System - Requirements Matrix System Technical

Item	Requirement	Response
SY-109	> System	S
SY-110	> Database	S
SY-111	> Module	S
SY-112	> Field	F
SY-113	> Inquiry	S
SY-114	> Record	N
SY-115	> Report	S
SY-116	> Approval	F
SY-117	> Transaction	S
SY-118	> Table	S
SY-119	> Individual	S
SY-120	> Work Unit	S
SY-121	> Group	S
SY-122	> Organization	S
SY-123	> Department	S
SY-124	> User roles (supervisor, data entry, review only) across all functional areas	S
SY-125	> User site (location) across all functional areas	S
SY-126	The system should provide the ability to group users into classes and to assign these classes rights that will be applied to each user in the group.	S
SY-127	The system should provide summarized and detailed reports on user access, usage and audit logs, etc.	S
SY-128	The system should provide a debugger or audit trace.	S
SY-129	The system should allow the capability to turn the debugger/trace on or off.	S
	Capacity and Performance (Technical)	
SY-130	The system should complete an average of 80% of all online update transactions in under 1 second over any 60-minute period, during peak usage.	S
SY-131	The system should complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.	S
SY-132	The system should complete 100% of simple, single-screen online inquiry transactions in under 1 second, during peak usage.	S
SY-133	The system should track system uptime and transaction response times in order to demonstrate operation within acceptable levels.	S
	Backup and Restore Capabilities (Technical)	
SY-134	The system should provide full recovery and backup capabilities for all online and batch transactions.	T
SY-135	The system should provide the ability to restore transactions from the database transaction log.	T
	Reporting (Technical)	
SY-136	The system should generate charts and graphs based on report data within the system.	S
SY-137	The system should generate reports directly to PDF format.	S
SY-138	The system should provide the ability to view previously generated reports by all users or by specific users.	S
SY-139	The system should schedule reports to run automatically.	S
SY-140	The system should allow for reporting by exception.	S
SY-141	The system should allow print preview of all reports before printing and have print screen functionality.	S
	The system should utilize electronic spreadsheets to:	
SY-142	> Download information from the application	S
SY-143	> Upload information into the application	S

Harris Northstar Customer Information System - Requirements Matrix System Technical

Item	Requirement	Response
	The system should provide for the following types of custom report writing tools that will use the application established security at the database level:	
SY-144	> User-friendly end-user report-writer	S
SY-145	> Graphical report-writer	S
SY-146	> Reporting from multiple databases	S
SY-147	System Management module should include statistical reports detailing the numbers of users, request counts and resolutions, and other management	F
	Workflow (Technical)	
SY-148	The system should provide best practice workflow templates	F
SY-149	The system should provide multiple approval paths based on item to be routed.	F
SY-150	The system should provide automated approval notification.	F
SY-151	The system should provide workflow tools that integrate with Outlook e-mail for automated notifications.	F
SY-152	The system should provide the ability for a designated user to override particular workflow step.	F
SY-153	The system should provide the ability for the approver to see only items that need their approval.	F
SY-154	The system should provide the ability for the secondary approver to see items needing approval when primary approver indicates he or she is unavailable (or system administrator indicates that approver is unavailable).	F
SY-155	The system should provide the ability to create custom workflows based on rules based tools.	F
SY-156	The system should provide an internal real-time message routing capability for broadcasting information to all or a selected portion of users.	F
SY-157	The system should provide the ability to track documents submitted for approval and review with a time/date stamp.	F
SY-158	The system should allow for workflow management and approval hierarchies.	F
	System Process Scheduling	
SY-159	The system must provide a master scheduler which will enable the nightly processing to be scheduled in advance.	S
SY-160	Jobs are listed in a predefined list which will allow the user to drag and dropped into the schedule in the order needed.	S
SY-161	The Scheduler must provide the ability to have jobs start after a predecessor if completed successfully.	S
SY-162	If a scheduled job aborts, the system should alert the users and stop the schedule	S
	Listed below are some of the standard jobs to be scheduled on a nightly basis when Billing is NOT scheduled.	
SY-163	> import meter reading	S
SY-164	> Post meter reads	S
SY-165	> post cashier payment batches	S
SY-166	> Detail Financial Transactions	S
SY-167	> Financial transaction Summary	S
SY-168	> Daily Balance Control	S
SY-169	> Aged Account receivable summary	S
SY-170	> Aged Account receivable Detail	S
SY-171	> GL Interface	S
SY-172	> GL Interface reconciliation report	S
SY-173	> Download meter reads for next day	S

Harris Northstar Customer Information System - Requirements Matrix Interfaces

Item	Requirement	Response
Commerical System Interfaces		
PeopleSoft (v 8.8)		
IF-1	The system has a predefined GL interface to PeopleSoft Financials v8.8	S
IF-2	The system has a predefined AP interface to PeopleSoft Financials v8.8 for customer refund processing	S
IF-3	You have developed interfaces to PeopleSoft Financials v8.8 GL	S
IF-4	You have developed interfaces to PeopleSoft Financials v8.8 AP for customer refund processing	S
Itron MVRS (v 7.8)		
IF-5	The system has a predefined interface to Itron MVRS v 7.8	S
IF-6	Your system's interface for MVRS 7.8 allows trouble codes from Itron to automatically create service requests in the CIS.	S
IF-7	Your system's interface for MVRS 7.8 allows service and meter comments and notes from the CIS to populate MVRS fields.	S
IF-8	No reads or skip reads from the MVRS 7.8 interface do not create a reading records in the CIS.	S
IF-9	The system will accept route re-sequencing back from the Itron handhelds.	S
Teleworks eVision (V 5.58)		
IF-10	The system has a predefined interface to Teleworks' Interactive Web Response (IWR) system.	S
IF-11	The system has a predefined interface to Teleworks' Interactive Voice Response (IVR) system.	S
IF-12	You have developed interfaces to Teleworks' eVision IWR	S
IF-13	You have developed interfaces to Teleworks' eVision IVR	S
IF-14	The system has the ability to create outbound call lists of customers who need to be notified of delinquent status or pending shut-off and send to the eVision IVR for call processing.	S
IF-15	Call results from the eVision IVR are returned back to the CIS system and logged as a contact against the customers account.	S
IF-16	Payments from the eVision IWR get posted directly to accounts when they are approved/authorized.	S
IF-17	Cash/credit card only customer status is passed to eVision IWR disallowing check and EFT payments.	S
IF-18	Payments from the eVision IVR get posted directly to accounts when they are approved/authorized.	S
IF-19	Cash/credit card only customer status is passed to eVision IVR disallowing check and EFT payments.	S
Paradigm CompuWeight and WeightStation (5.0)		
IF-20	The system has a predefined interface with Paradigm CompuWeight v 5.0.1.561	C
IF-21	You have developed interfaces to Paradigm CompuWeight	C
IF-22	Provide the ability to retrieve invoice details from CompuWeight and create invoice in CIS Misc billings	C
IF-23	Provide the ability to send payment data to CompuWeight and update invoice records in CompuWeight	C
ESRI ArcGIS v9.2		

Harris Northstar Customer Information System - Requirements Matrix Interfaces

Item	Requirement	Response
IF-24	The system has a predefined interface to ESRI ArcGIS 9.2 technology.	T
IF-25	You have developed interfaces to ESRI's ArcGIS 9.2 technology.	T
IF-26	The system has the ability to display an ESRI map from the system's user interface.	T
	Your system provides map display capabilities utilizing the following ESRI technologies:	
IF-27	> ArcIMS	T
IF-28	> ArcGIS Server	T
IF-29	> ArcGIS Engine	T
IF-30	> Map Objects	T
IF-31	Service orders can be displayed via the map interface.	T
IF-32	The system will interface directly to ESRI's ArcSDE database and not through shape files.	N
Hansen v7.7 Permitting		
IF-33	The system has a predefined interface to Hansen's v7.7 Permitting system.	C
IF-34	You have developed interfaces to Hansen's v7.7 Permitting system.	C
IF-35	The system provides the ability to receive payments on permit fees maintained in the Hansen 7.7 system and update the Hansen 7.7 system with the payment data.	C
Hansen v7.7 Asset Management (Work Orders)		
IF-36	The system has a predefined interface to Hansen's v7.7 Asset Management system.	S
IF-37	You have developed interfaces to Hansen's v7.7 Asset Management system.	S
IF-38	The system will allow service order data to transferred to Hansen v7.7 work orders.	S
Custom System Interfaces		
Sales Tax		
	An interface needs to be developed between the CIS and the City's Sales Tax processing system:	
IF-39	Provide the ability to receive payments in the system with reference to the customers tax bill id.	C
IF-40	Provide the ability to send all sales tax payment data to the sales tax system for updating.	C

Price Worksheet

Please enter your organizations name in the cell below:

NorthStar CIS (by Harris Computer)

Please complete and submit the following worksheets:

Sheet 2 Summary Cost Worksheet (this sheet is automatically completed based on the Detail Cost Sheet)

Sheet 3 Detailed Cost Worksheet (please complete this form in the level of detailed required)

The following worksheets should be used to categorize and record the costs associated with your solution. If additional rows are needed under a cost category, please insert more rows in that area. The summary cost worksheet has already been linked to the detail worksheet. Your values should roll forward automatically when you enter values in the detail section.

Please remember to separate optional modules and solutions from the core required components of the system. This will assist in being able to evaluate all vendors' responses on a common basis. Three sections are included in the detailed cost worksheet; Core Solution Costs, Optional Solution Costs and Other Costs. Annual costs should include all reasonable costs that would have to be paid for the continual maintenance and enhancement of the system. If major version releases are not included in maintenance, please provide reasonable estimates for what major version upgrades would cost and the anticipated years of each major version release. Year 1 starts with the purchase of the software. If first year maintenance is included then year 1 would not include the maintenance cost for the first year.

Other Costs: Training Classes, User Groups, Other non-product related costs

To add lines please insert rows into the spreadsheet to maintain integrity of cell references. Only add lines in middle of sections and not at the beginning or end.

Summary Cost Analysis

NorthStar CIS (by Harris Computer)

Core Solution Costs

Item	Cost Category	Installation Annual Cost Yr				
		1	2	3	4	5
4.00	Other Software	-	750	750	750	750
5.00	Application Software	220,000	46,825	46,825	49,166	51,625
6.00	Installation Services	475,000	500	500	500	500
7.00	Expenses	61,200	-	-	-	-
8.00	Other	1,500	1,500	1,500	1,500	1,500
Total Core System Installed Cost		757,700	48,825	48,825	51,166	53,625

Optional Solution Costs

Item	Cost Category	Installation Annual Cost Yr				
		1	2	3	4	5
12.00	Other Software	-	-	-	-	-
13.00	Application Software	-	-	-	-	-
14.00	Installation Services	-	-	-	-	-
15.00	Expenses	-	-	-	-	-
16.00	Other	-	-	-	-	-
Total Optional System Installed Cost		-	-	-	-	-

The prices contained in this schedule (summary and detail) are valid for a period of 180 days from the date this document is signed:

By: _____ Signed: _____

Title: _____ Date: _____

Detail Cost Analysis

NorthStar CIS (by Harris Computer)

Legend

- A Item number of cost component
- B Cost item description
- C Cost item specification. Version, CPU, DASD, Mem, etc..
- D Vendor for the cost item
- E Quantity required
- F Extended cost (E*F=G)
- G 1st year annual maintenance and upgrade costs
- H 2nd year annual maintenance and upgrade costs
- I 3rd year annual maintenance and upgrade costs
- J 4th year annual maintenance and upgrade costs
- K 5th year annual maintenance and upgrade costs

Core Solution Costs

A	B	C	D	E	F	G	H	I	J	K	L
Item	Cost Category	Specifications	Vendor	Qty	Unit Cost	Extended Cost	Annual Cost Yr 1	Annual Cost Yr 2	Annual Cost Yr 3	Annual Cost Yr 4	Annual Cost Yr 5
4.00	Other Software						750	750	750	750	750
4.01	Web Server Software										
4.02	Terminal Services Software										
4.03	Middleware Software										
4.04	Document Management Software										
4.05	Forms Writing Software										
4.06	Meter Reading Software										
4.07	Postal Code/Sorting Software (CASS)										
4.08	Query / Report Writing Software										
4.09	SQL Maintenance		NS				750	750	750	750	750
4.10											
5.00	Core Application Software	Version				220,000	46,825	46,825	46,825	49,166	51,625
5.01	NorthStar Core UB/CIS	Version 6	NS	1	135,000	135,000	27,675	27,675	27,675	29,059	30,512
5.02	Concurrent User Licenses		NS	50	400	20,000	4,100	4,100	4,100	4,305	4,520
5.03	Embedded Report Generator	Included	NS								
5.04											
5.05	eCARE (Customer Web Portal)		NS	1	23,000	23,000	4,700	4,700	4,700	4,935	5,182
5.06	mCARE (Mobile Service Orders)		NS	1	27,000	27,000	5,500	5,500	5,500	5,775	6,064
5.07	mCARE licenses		NS	15	1,000	15,000	3,075	3,075	3,075	3,229	3,390
5.08	eDOCS (image/document mgmt)	No Charge	NS	1	-	-	750	750	750	788	827
5.09	Executive Information System (EIS)	No Charge	NS	1	-	-	1,025	1,025	1,025	1,076	1,130
5.10											
5.11											
5.12											
5.13											
5.14											

Item	Cost Category	Specifications	Vendor	Qty	Unit Cost	Extended Cost	Annual Cost Yr 1	Annual Cost Yr 2	Annual Cost Yr 3	Annual Cost Yr 4	Annual Cost Yr 5
5.15	Major Release Upgrades	Included									
5.16	Minor Release Upgrades	Included									
5.17											
5.18											
6.00	Installation Services			3,800		475,000	500	500	500	500	500
6.01	Project Management		NS	10	125	67,500					
6.02	Application Installation		NS	24	125	3,000					
6.03	Application Configuration	Includes one week module configuration	NS	200	125	25,000					
6.04	Data Conversion		NS	300	125	37,500					
6.05	Testing		NS	300	125	37,500					
6.06	Training		NS	100	125	75,000					
6.07	Cutover		NS	300	125	37,500					
6.08	Post Cutover Support		NS	480	125	60,000					
6.09	Discovery Review		NS	160	125	20,000					
6.10	Product Enhancement 1	Miscellaneous Receivables	NS	0	125	-					
6.11	Required System Modifications		NS	160	125	20,000					
6.12	Iron MVRs v7.8 Meter Reading Interface		NS	40	125	5,000					
6.13	PeopleSoft GL (v8.8) Interface		NS	24	125	3,000					
6.14	Teleworks eVision (v5.58) Interface		NS	24	125	3,000	500	500	500	500	500
6.15	Paradigm CompuWeight (v5.0.1.561) Interface		NS	40	125	5,000					
6.16	ESRI ArcGIS v9.2 Interface		NS	24	125	3,000					
6.17	Hansen v7.7 Interface		NS	40	125	5,000					
6.18											
6.19	Excel / Report Writer Interface		NS	36	125	4,500					
6.20	Bill Print Design		NS	40	125	5,000					
6.21	Executive Information System (EIS)	Installation and training	NS	32	125	4,000					
6.22	eCARE (Customer Web Portal)	Installation and training	NS	40	125	5,000					
6.23	mCARE (Mobile Service Orders)	Installation and training	NS	80	125	10,000					
6.24	eDOCS (image/document mgmt)	Installation and training	NS	16	125	2,000					
6.25	Central Cashiering Interface		NS	180	125	22,500					
7.00	Expenses					61,200					
7.01	Airfare										
7.02	Lodging										
7.03	Ground Transportation										
7.04	Meals										
7.05	Supplies										
7.06	Total Estimated Travel	Estimated at 34 trips, billed as incurred	NS	34	1,800	61,200					
7.07											
8.00	Other					1,500	1,500	1,500	1,500	1,500	1,500
8.01	Reserves & Contingencies										
8.02	Bonding										
8.03	Escrow Services			1	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Total Core Solution Cost						757,700	48,825	48,825	48,825	51,166	53,625

Optional Solution Costs

Item	Cost Category	Specifications	Vendor	Qty	Unit Cost	Extended Cost	Annual Cost Yr 1	Annual Cost Yr 2	Annual Cost Yr 3	Annual Cost Yr 4	Annual Cost Yr 5
12.00	Optional/Other Software										

Item	Cost Category	Specifications	Vendor	Qty	Unit Cost	Extended Cost	Annual Cost Yr 1	Annual Cost Yr 2	Annual Cost Yr 3	Annual Cost Yr 4	Annual Cost Yr 5
12.01	Web Server Software										
12.02	Terminal Services Software										
12.03	Middleware Software										
12.04	Document Management Software										
12.05	Forms Writing Software										
12.06	Meter Reading Software										
12.07	Postal Code/Sorting Software (CASS)										
12.08	Query / Report Writing Software										
12.09	Other (Specify)										
12.10											
13.00	Optional Application Software										
13.01											
13.02											
13.03											
13.04											
13.05											
13.06											
13.07	Major Release Upgrades										
13.08	Minor Release Upgrades										
14.00	Optional Installation Services										
14.01											
14.02											
14.03											
14.04											
14.05											
14.06											
14.07											
14.08											
14.09											
14.10											
14.11											
15.00	Optional Expenses										
15.01	Airfare										
15.02	Lodging										
15.03	Ground Transportation										
15.04	Meals										
15.05	Supplies										
15.06											
15.07											
16.00	Optional Other										
16.01	Reserves & Contingencies										
16.02	Bonding										
16.03	Other (Specify)										
Total Optional Solution Cost											

Other Costs

Item	Cost Category	Specifications	Vendor	Qty	Unit Cost	Extended Cost
	Training Classes: (by Module)					
	List each class					

**SECTION SEVEN
APPENDIX C
FORMS**

CITY OF GLENDALE
Materials Management

**Solicitation Number: 07-69
Utility Billing CIS System**

C-1 - VENDOR PROFILE QUESTIONNAIRE:

Question	Answer																				
Organization name and corporate location	N. Harris Computer Systems 1 Antares Drive, Suite 400, Ottawa, ON K2E 8C4																				
Role in proposed project	Providing a Utility Billing CIS System for the City of Glendale																				
What is your organizations primary business?	Providing CIS/Utility Billing Solutions to local governments and utility companies																				
Is your organization a subsidiary to a larger parent company? If so , Whom?	Yes, Constellation Software Inc. (CSI)																				
Length of time your organization (not parent) has been in business providing this software solution?	Since 1976																				
Organization ownership	Corporation																				
Number of employees:	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Arizona</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>U.S.</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Worldwide</u></th> </tr> </thead> <tbody> <tr> <td>• Total</td> <td style="text-align: center;">n/a</td> <td style="text-align: center;">162</td> <td style="text-align: center;">362</td> </tr> <tr> <td>• Development</td> <td style="text-align: center;">n/a</td> <td style="text-align: center;">47</td> <td style="text-align: center;">79</td> </tr> <tr> <td>• Product Support</td> <td style="text-align: center;">n/a</td> <td style="text-align: center;">58</td> <td style="text-align: center;">95</td> </tr> <tr> <td>• Professional Services</td> <td style="text-align: center;">n/a</td> <td style="text-align: center;">41</td> <td style="text-align: center;">107</td> </tr> </tbody> </table>		<u>Arizona</u>	<u>U.S.</u>	<u>Worldwide</u>	• Total	n/a	162	362	• Development	n/a	47	79	• Product Support	n/a	58	95	• Professional Services	n/a	41	107
	<u>Arizona</u>	<u>U.S.</u>	<u>Worldwide</u>																		
• Total	n/a	162	362																		
• Development	n/a	47	79																		
• Product Support	n/a	58	95																		
• Professional Services	n/a	41	107																		
Office locations U.S.	<p>New York Office - Spectrum Division, 5540 Porter Road, Niagara Falls, NY 14303</p> <p>Texas Office - i-nHANCE Division, 112 E. Line Street, Suite 200, Tyler, TX 75702-5760</p> <p>St. Louis Office - GEMS Division, 424 South Woods Mill Road, Suite 310, Chesterfield, MO 63017</p> <p>King of Prussia Office - TENEX Division, 2011 Renaissance Blvd., Suite 100, King of Prussia, PA 19406-2476</p>																				
Financial strength:	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>2003</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>2004</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>2005</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>2006</u></th> </tr> </thead> <tbody> <tr> <td>• Total Revenue</td> <td colspan="4" rowspan="5">As a subsidiary of a public company, SEC regulations prohibit us from providing separate Harris financial information; however, we have provided the most recent CSI financial information at the end of this section. We would be happy to provide additional information, if required by the City of Glendale.</td> </tr> <tr> <td>• License Revenue</td> </tr> <tr> <td>• Services Revenue</td> </tr> <tr> <td>• Maintenance Rev.</td> </tr> <tr> <td>• Net Profit</td> </tr> </tbody> </table>		<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	• Total Revenue	As a subsidiary of a public company, SEC regulations prohibit us from providing separate Harris financial information; however, we have provided the most recent CSI financial information at the end of this section. We would be happy to provide additional information, if required by the City of Glendale.				• License Revenue	• Services Revenue	• Maintenance Rev.	• Net Profit						
	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>																	
• Total Revenue	As a subsidiary of a public company, SEC regulations prohibit us from providing separate Harris financial information; however, we have provided the most recent CSI financial information at the end of this section. We would be happy to provide additional information, if required by the City of Glendale.																				
• License Revenue																					
• Services Revenue																					
• Maintenance Rev.																					
• Net Profit																					

**SECTION SEVEN
APPENDIX C
FORMS**

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-69
Utility Billing CIS System

Question	Answer
	6. This occurs at the time of our annual release and occurs about every 3 years.
Average patches, service packs released each year.	Approximately 12, one per month
Discuss any partners, associations, and strategic relationships. Provide details on the nature of the relationship?	Notably, Harris-NorthStar delivers all application software and services outlined, so the City of Glendale has one single point of accountability for this project.
Range of services your organization offers	Harris is dedicated to providing a fully integrated turnkey Utility-Billing solution. We will provide all the modules, implementation, acceptance testing, training and support requested within your RFP. We will also provide interfacing for all applicable programs that will interact with NorthStar and other related software as required.
Does your organization provide application development services	Yes we do provide application development services as they relate to our product and its integration with other applications.
Web Site	www.harriscomputer.com
Does your organization sponsor a users group that meets periodically? Please provide contact information.	The NorthStar division has 7 regional user groups who meet on varied schedules throughout the year. In addition to the 7 regional user groups, we also have an Executive Steering Committee focused on driving future enhancements into our applications. Any customer is invited to join one or more user groups. Our user groups are customer operated and customer led. Our customers determine the location for the meeting and plan the agenda based on topics of interest. Please contact Cathy Thompson-Bowers for more information. (413) 598-8311 x150 cthompson@celd.com Harris also hosts an annual user conference. The location of the conference changes each year. This year's annual conference will be held Oct. 1 – 3 in St. Louis
Describe your objective for the user group?	Any customer is invited to join one or more user groups. Our user groups are customer operated and customer led. Our customers determine the location for the meeting and plan the agenda based on topics of interest. NorthStar is involved in this process and will provide suggestions for agenda topics, as well as providing resources to lead sessions where needed. Third party vendors are quite often asked to participate in sessions and do so either remotely via Web Meetings or on-site in person.

**SECTION SEVEN
APPENDIX C
FORMS**

CITY OF GLENDALE
Materials Management

**Solicitation Number: 07-69
Utility Billing CIS System**

CIS Software Implementation Roles and Responsibilities			
Task Title	Glendale's Role	Vendor's Role	Staffing
Hardware (Server) /Software (Operating system and database) Installation and Configuration	<ul style="list-style-type: none"> • Install server(s) with appropriate network connectivity • Install operating system and partition disk space • Install database software • Create users at the operating system level • Configure peripheral devices (printers, scanners, cash drawers, etc.) • Install VPN connection • Test hardware 	<ul style="list-style-type: none"> • Provide hardware and software configuration recommendations to the Glendale as required • Verify Glendale's hardware and software installation 	Harris Hardware Technician/ Technical Analyst
Software Modifications/ Interfaces	<ul style="list-style-type: none"> • Review and approve Mod specification • Review, user test and approve Mod functionality • Review and approve Mod documentation • Approve the Mods 	<ul style="list-style-type: none"> • Produce formal specifications • Review with and obtain approval of specifications from the City • Program the modifications (Mods) • Test the Mods • If applicable, demonstrate the Mod to Glendale • Incorporate the Mod into the core product documentation • Deliver the Mod to Glendale • Obtain approval for the Mod from Glendale 	Harris Conversion Specialist/ Technical Analyst
			480 hours
			332 hours

**SECTION SEVEN
APPENDIX C
FORMS**

CITY OF GLENDALE
Materials Management

**Solicitation Number: 07-69
Utility Billing CIS System**

CIS Software Implementation Roles and Responsibilities			
Task Title	Glendale's Role	Vendor's Role	Staffing
Data Conversion	<ul style="list-style-type: none"> Coordinate participation of personnel responsible for the other side of the interface Participate in design review Accept specifications Create necessary circumstances or data to test the interfaces Test the interfaces Approve the interfaces Integrate the interfaces into production operating and job scheduling environment (e.g. determine the available operating window and schedule the interface) 	<ul style="list-style-type: none"> Review design considerations Create formal specifications Obtain approval of specifications from Glendale Program the interfaces Test the interfaces Create functional documentation on the interfaces Deliver the working interfaces to Glendale Obtain approval for the interfaces from Glendale 	<p>Harris Conversion Specialist/ Project Manager</p> <p>Glendale IT Technical</p>
Training	<ul style="list-style-type: none"> Provide onsite training facilities for Core Team training Complete data validation and testing Decide on set-ups and recommended processes Identify any potential organizational impacts 	<ul style="list-style-type: none"> Deliver and review training curriculums Train Core Team on set-ups and system basics Complete data validation and testing Provide training through cycle testing Provide training Train the Core Team on all system functions Provide live cut-over support Obtain training sign-off approval 	<p>Harris Application Consultants/Trainer</p> <p>Glendale Customer Service Manager</p>
			<p>400 hours</p> <p>247.5 hours</p> <p>200 hours</p> <p>480 hours</p>

Schedule "H"

System Software

(to be attached if applicable)

Schedule "I"

Hardware

Northstar SQL Server

Windows 2003 R2 Enterprise

SQL Server 2000 Enterprise or better

Dual Xeon 3.8

12GB Memory

5 * 146GB SCSI Hard Drives/Raid 5

Gigabit Ethernet Controller

License Requirements: SQL Server, Fourjs, Windows 2003 license, IIS

Northstar Application Server (Requires a separate server for Production and Test environments)

Windows 2003 R2 Enterprise

Dual Xeon 3.8

8 GB Memory

5 * 73GB SCSI Hard Drives/Raid 5

Gigabit Ethernet Controller

License Requirements: Fourjs, Windows 2003 license, IIS

Northstar Add-ons Server

Windows 2003 R2 Standard

Single Xeon 3.2

4GB Memory

5 * 73GB SCSI Hard Drives / Raid 5

Gigabit Ethernet Controller

License Requirements: Windows 2003 license, IIS

Recommended Printers

HP Laser Jet with support for PCL 5 & 6.

Cash Drawer: MMF Cash Drawer

Receipt Printer: Epson 6000 III

Schedule "J"

iNovah Central Cashiering Software Agreement

Summary

Harris/NorthStar is including within the scope of this Agreement the engagement of software and services for the following professional services to install iNovah for the Organization. System Innovators will use its extensive cashiering experience, client knowledge and industry expertise to facilitate the implementation and delivery of customized software and services for the Organization.

System Innovators will work closely with the Consultant to manage the Statement of Work and ensure success of the overall project. System Innovators expects the *design, development and testing* phase to take approximately 120 days to allow the Consultant to complete Acceptance and System Testing activities.

The software and services defined within this document shall be deemed "Delivered" when the Consultant receives software and/or services, and the Consultant delivers a signed statement to System Innovators acknowledging Delivery.

The software and services defined within this document shall be deemed "Accepted" when acceptance testing is satisfactorily completed with no critical or major defects, and the Consultant delivers a signed statement to System Innovators accepting the System, or the System is placed in a production environment and used for processing payments.

Changes to this document will be processed in accordance with the Project Change Request (PCR) procedure as described herein. The implementation of changes may result in modifications to the Scope, Schedule, Charges, and other terms of this document.

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(a) Application Software & Services

Qty	Component Description	Component Investment	Investment Total
iNovah™ APPLICATION SOFTWARE & SERVICES			
1	iNovah Enterprise License (Up to 300,000 receipts annually) ⁽¹⁾⁽²⁾		\$45,000
1	Installation and Training Package ⁽³⁾⁽⁴⁾		\$44,500
	Project Management		
	On-Site Assessment Services		
	Delivery and Installation Services		
	On-Site System Training		
	On-Site End User Training		
	On-Site Go-Live Support		
	On-Site Travel & Accommodations ⁽⁵⁾	10,500	10,500
1	Online interfaces (each includes an inquiry, lookup and update) ⁽⁶⁾⁽⁷⁾		
	Harris/NorthStar (Real time inquiry and update)	18,000	18,000
	Business Partner Interface Discount	(18,000)	(18,000)
	Peoplesoft AR (Summary/Batch file)	10,000	10,000
	Business Partner Interface Discount	(3,650)	(3,650)
	Peoplesoft G/L (Summary/Batch file)	10,000	10,000
	Business Partner Interface Discount	(3,650)	(3,650)
	TaxMantra Interface (Batch)	10,000	10,000
	Business Partner Interface Discount	(3,650)	(3,650)
	Hansen Permitting System (Batch)	9,000	9,000
	Business Partner Interface Discount	(4,500)	(4,500)
	Teleworks IVR Interface (Assumes Web Service Capability)	10,500	10,500
iNovah Application Software & Services Investment:			\$134,050

(b) Application Support & Maintenance

Qty	Component Description	Component Investment	Investment Total
iNovah™ SUPPORT & MAINTENANCE 1st Year			
	iNovah Support & Maintenance ^{(8) (9)}		\$23,400
1	Base iNovah Product and Updates	\$9,000	
1	NorthStar Utility Billing Interface	3,600	
4	Batch File Interface(s)	1,800	
1	Teleworks IVR interface	3,600	
iNovah Application Support & Maintenance Investment:			\$23,400

(c) Footnotes – Software & Services

- (1) The iNovah™ license is based on Annual Receipt Volume (the number of receipts processed through the iNovah Payment Gateway, regardless of their source or ultimate disposition. This license includes unlimited concurrent users.

Annual receipt volume – up to 300,000 receipts annually

- (2) Organizations may share their iNovah license with multiple departments and other organizations, provided that they share one installation (common consolidated payment database). Departments within one organization may share a single contract with separately priced installations.
- (3) The Installation & Training investment includes the following services.
- Project Management
 - On-Site Assessment Trip
 - Requirements Documentation (Deliverable)
 - On-Site System Training (1 day, up to 8 students, 1 day class)
 - On-Site End-User Training (1 day, up to 8 students, 1 day class)
 - On-Site Go-Live Support (2 days of on-site assistance)
- (4) Professional services associated with software customization requirements not previously defined are not included.
- (5) This fee includes travel & accommodation expenses incurred by System Innovators personnel as part of the implementation.

- (6) This fee includes professional services to document, customize and test the first interactive interface (pre-inquiry, inquiry and update). All interfaces to iNovah are written using an open XML architecture. The interface(s) can be written by System Innovators, the Customer, or jointly.
- (7) This fee includes professional services to document, customize and test user defined import and export files. Data may be exported via custom formats or using the standard export features of iNovah at no additional cost.
- (8) Support Fees for all payment collection software products licensed by System Innovators include help desk support services and upgrades to the latest versions of the licensed software.
- (9) *The support and maintenance investment for application interfaces applies only to those interfaces written and maintained by System Innovators. Support fees for interfaces include modifying interfaces to comply with changes forced by legislation or system upgrade.*

Qty	Component Description	Component Investment	Investment Total
iNovah™ PERIPHERAL HARDWARE			
4	TPG A776 USB/Serial Receipt/Slip/Validation Printer ⁽¹⁾	691	\$2,764
4	Canon CR-55 Document Imager/OCR/MICR Reader ⁽²⁾	1,213	4,852
4	APG Cash Drawer (18 x 16) with locking till ⁽³⁾	234	936
0	Freight F.O.B. Destination (estimate)		100
iNovah™ Peripheral Hardware Total:			\$8,652

Qty	Component Description	Component Investment	Investment Total
iNovah™ OPTIONAL ANNUAL HARDWARE SUPPORT			
4	Hardware Support for TPG A776 ⁽⁴⁾	199	796
4	Hardware Support for Canon CR-55 Imager (3-Year Term) ⁽⁴⁾	549	2,196
4	Hardware Support for Cash Drawer ⁽⁴⁾	67	268
iNovah™ Optional First Year Hardware Support Total (Barcode):			\$3,260

(d) Footnotes - Hardware

- ⁽¹⁾ The TPG A776 includes 1 ribbon, 1 roll of paper, power supply and a USB interface cable. This printer uses thermal technology to print receipts. The printer uses impact (dot matrix) technology for slip and validation printing. When used at the counter in conjunction with an imaging device, the client has the option of including images of bill stubs, coupons, checks, money orders, etc on the customer's receipt.
- ⁽²⁾ The Canon CR-55 includes a power supply, USB interface cable and supporting software drivers. This device is capable of capturing images of the front and back of bill stubs and checks accepted at the counter. Those images may be reviewed on the server within the iNovah application.
- ⁽³⁾ The APG Cash Drawer includes removable locking cash till and associated cable to connect to the receipt printer for automatic opening.

- (4) Hardware Maintenance with the Overnight Support Program is initially provided upon delivery of the hardware, through the acceptance period and one-year following acceptance of the system (generally 15 to 18 months). This initial coverage is provided regardless of the hardware warranty on each component.

10.20 iNovah Operating Environment and Configuration

Web Application Server and Database Server

Web Server and Database Server (separate servers)

Component	Minimal	Optimal
Processor	Intel® Xeon™ 3.0 GHz processor, 2MB Cache, 667MHz Front Side Bus	2 or more Dual-Core Intel® Xeon™ 3.0 GHz processors, 4+ MB Cache, 667MHz Front Side Bus
Memory	4GB DDR2 400MHz (2X2GB), Dual Ranked DIMMs (upgradeable)*	16GB DDR2 400MHz (8X2GB), Dual Ranked DIMMs (upgradeable)*
Storage	Five 36 GB hot swap, high speed SCSI hard drives	8 or more 73+ GB hot swap, high speed SCSI hard drives with 2+ controllers
RAID	Level 5	Level 10
Power Supply	Dual 200-240 Volt	Dual 200-240 Volt
Media	CD/DVD ROM drive	CD/DVD ROM drive
Network Access	1GB dual port network card	1GB dual port network card
Peripheral	Monitor, keyboard and mouse	Monitor, keyboard and mouse
Operating System	Microsoft 2003 Server operating system (any edition)	Microsoft 2003 Server operating system (any edition)
Database Platform	Microsoft SQL Server 2000 with service pack 3 or later (any edition)	Microsoft SQL Server 2000 with service pack 3 or later (any edition)
Other	Backup software and hardware Virus protection software	Backup software and hardware Virus protection software

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PCs

Component	Minimal	Optimal
Processor	Intel® Celeron® D Processor 320 (2.40 GHz, 533 FSB)	Intel® Pentium® 4 Processor w/ HT Technology (3GHz, 800 FSB)
Memory	512MB Dual Channel DDR SDRAM at 400MHz	1GB Dual Channel DDR SDRAM at 400MHz (or better)
Storage	40GB Ultra ATA/100 7200RPM Hard Drive	40GB Ultra ATA/100 7200RPM Hard Drive (or larger)
Media	CD-ROM drive	CD-ROM drive
Network Access	100MB network card	100MB/1GB auto switching network card
Peripheral	Monitor, keyboard and mouse	Monitor, keyboard and mouse
Operating System	Microsoft® Windows® XP Professional	Microsoft® Windows® XP Professional
Other	Virus protection software	Virus protection software

(PC and server hardware is not included in proposal, specifications are being provided for reference only)

The Cashiering Module supports USB, serial and parallel printers using OPOS drivers as well as network connected printers. It also supports OCR, bar code, MICR readers, magnetic stripe and PIN-pad readers. Supported cash drawers may be connected to journal/validation printers or PC ports. Some of the specialized peripheral devices that are supported include:

Journal/validation printers

- * Ithaca PcOS Model 153 (serial or parallel models)
- * Ithaca PosJet 1500 (USB or serial)
- * TPG A776 (USB only)

Slip printers

- * Epson TM295
- * Epson TMU395

Input Scanning Devices

- * Caere 800 Series OCR Readers (Serial only)
- * Caere 5000 Series OCR Readers (with or without built-in mag stripe reader)
- * Welch Allyn IT3800 Bar Code Readers (Serial or USB)
- * IDTech Mag Stripe Readers, Triple-Track (decoded or non-decoded) (Serial only)

Imaging Device

- * Canon CR-55 Imager (USB)

Supported Cash Drawers

- * APG Cash Drawers

(a) Payment Schedule

The total investment requirement for the requested services is \$169,362. This represents the fixed-priced investment necessary for the design, development, coding, testing and delivery of iNovah. The enhanced software will be delivered on-site. The Organization along with the Consultant will be responsible for testing the modifications to iNovah to ensure the deliverables meets their needs as defined.

Payment Number	Milestone	Payment Amount
1	100% of Hardware Due Upon Delivery	\$11,912
1	30% of Software & Services upon Delivery of Base iNovah Product	\$47,235
2	30% upon Delivery of Enhanced iNovah Software	\$47,235
3	~40% upon Acceptance of Enhanced iNovah Software	\$62,980

(b) Project Change Request

All change requests will be submitted in writing, and they will describe the change, the rationale for the change, and specify any change in charges, estimated schedule or other terms, and describe the effect the change will have on the Agreement. The party submitting the change request shall deliver the change request to the other party for review and acceptance or rejection. Depending upon the extent and complexity of the requested change, Systems Innovators may charge a fee for the effort required to analyze it. When charges are necessary for such analysis, Systems Innovators will provide a written estimate of the fee and will provide such analysis upon written authorization by the Customer. Both the Systems Innovators Project Manager and the Customer Project Manager must approve each change before amending the Agreement and implementing the change. Approved changes affecting charges, schedule or other terms of this Agreement will be incorporated into the Agreement through written Amendment. The terms of a mutually agreed upon Amendment will prevail over those of this Agreement or any previous Amendments.

Schedule "K"

Software Escrow Agreement

Escrow Agreement to be delivered to CITY OF GLENDALE within 60 days of final project milestone.

SCHEDULE "L"

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Schedule is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Consultant reserves the right to make modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free eSupport access 24 x 7 with the following on-line benefits:
 - Log & close calls
 - View & update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
 - Report on metrics
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Payroll regulated changes
 - Participation in BETA program
 - Release notes
- Limited training questions (15 minute guideline)
- Customer Care Program
 - Quarterly News Letter with support tips
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Outstanding Calls Report with conference call (as required)
- Ability to attend the annual customer conference (attendance fees apply)

HelpDesk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support is available from 8:00 p.m. EST through to 8:00 a.m. EST and is billable on an hourly basis per current published support services rate. Support hours may vary by specific product line. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependant on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Priority 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

- All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.
- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your call will be tracked against you all in our support database. At any time, if available to you, you may log onto our website to see the status of your call.
- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, your support call will be closed and replaced by the development id number. The development id number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the director of support
- Level 4:** Contact the vice president of support
- Level 5:** Contact the Executive Vice President of NorthStar

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Eve	Early Closure
New Year's Day	Closed
Labor Day	Closed
Christmas Eve	Early Closure
Christmas Day	Closed

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)

Test Databases & Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).

Hardware and Third Party Support – if applicable

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software support (if applicable). This section serves as a guideline for the support department but is superceded by an existing third party or other agreement.

Standard Hardware and Third Party Software Support Services

800 telephone support – first line phone support for troubleshooting (note more complex issues will be escalated to the actual vendor of the products)

- “on call” after hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)
- remote connection support
- technical troubleshooting
- limited training questions (15 minute guideline)
- assistance with creation of backup scripts / backup recovery
- assistance with recovering data resulting from system crashes (charges may apply)
- recommendations on specific hardware requirements
- support provided for installed database issues (30 minute guideline)
- ODBC installation and connection to database assistance
- updating databases to support new versions of installed applications
- assistance with database installation, configuration and updating

Services out of Scope

The services listed below are services that are out of scope and are therefore considered billable – please note that we do not provide hardware support for any printers:

- on-site installation or upgrade of hardware and third party software
- extended telephone training (beyond 15 minutes)
- reconfiguration of hardware and file servers
- recovering data resulting from client error

- upgrading of hardware systems
- *preventative maintenance monitoring or other services*
- recommending or assisting with disaster recovery plans
- re-establishment of ODBC connection if connection was lost due to actions of customer
- ODBC connections to other third party products
- creation of custom reports
- report writer training, upgrades and installations (other than at time of initial purchase)



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **AUTHORIZATION TO APPROVE SOFTWARE MAINTENANCE AND SUPPORT WITH SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER CORPORATION**
Staff Contact: **Tom Duensing, Executive Director, Financial Services**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to execute any and all necessary documents to enter into a maintenance and support agreement for the city's centralized cashiering system under the System Innovators agreement for three years and to approve funding in an amount not to exceed \$111,157 over a three year period (\$35,315 in year 1, \$37,024 in year 2, and \$38,818 in year 3).

Background

On May 27, 2008, City Council awarded proposal 07-69 with N. Harris Computer Corporation for the municipal billing software system and a centralized cashiering system. The cashiering system is utilized to process transactions from various departments and interfaces with the utility billing and tax & license systems to allow for the uploading of payment information to both systems daily.

This maintenance agreement will provide technical support, updates, and enhancements to the software and covers the period of January 1, 2014 through December 31, 2016. Maintenance support will continue for three years unless terminated by either party by giving written notice within 60 days prior to the end of the renewal date.

Analysis

This agreement is based upon a sole source determination compliant with City of Glendale Code of Ordinances, Chapter 2, Article V, Section 2-148 as System Innovators is the provider of the central cashiering software and currently the only provider of maintenance and support for this system. It is common in the software industry for the software maintenance to be provided by the creator of the proprietary systems.

Previous Related Council Action

On May 27, 2008, City Council awarded proposal 07-69 (Contract C-6423) with N. Harris Computer Corporation for the municipal billing software system and a new centralized cashiering system.



CITY COUNCIL REPORT

Community Benefit/Public Involvement

The cashiering system interfaces with both the sales tax and utility billing systems which allows for daily upload of payment information directly to a customer's account.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$111,157	2440-17730-518200, Solid Waste Admin

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Agreement

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

BETWEEN

**SYSTEM INNOVATORS, a Division of
N. HARRIS COMPUTER CORPORATION
(SYSTEM INNOVATORS)**

- and -

CITY OF GLENDALE

**Billing Office:
N. Harris Computer Corp. Inc.
1 Antares Drive, Suite 400
OTTAWA, ONTARIO
K2E 8C4**

**Division Office:
System Innovators
10550 Deerwood Park Blvd, Suite 700
Jacksonville, Florida USA
32256**

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20 ____.

BETWEEN:

**SYSTEM INNOVATORS, A DIVISION OF
N. HARRIS COMPUTER CORPORATION**
("Consultant")

- and -

CITY OF GLENDALE
("Organization")

RECITALS

1. The Consultant owns the Software (as defined herein);
2. The Organization wishes to enter into a support and maintenance contract for the Software
3. The Consultant wishes to provide support and maintenance services to the Organization, all upon the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) "Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this Software Support and Maintenance Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified Article or Section of this Agreement.
- (b) "Change Order" means any written documentation between the Organization and Consultant evidencing their agreement to change particular aspects of this Agreement.

- (c) **“Designated Computer System”** shall mean the Organization’s platform and operating system environment which is operating the Software.
- (d) **“Required Programs”** shall mean the programs provided by the organization described in Schedule A
- (e) **“Source Code”** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
- (f) **“License”** means the non-exclusive, non-transferable license granted to the Organization to configure and install the Software on the Organization’s server computer to enable users to access and use the Software.
- (g) **“Software”** means the Software for which the Consultant shall provide maintenance and support services under this Agreement. The Software is identified as covered software in Schedule A to this Agreement.

1.2 Time of the Essence

Time shall be of the essence in and of this Agreement and every part hereof. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

1.4 Headings

The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

1.5 Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

1.6 **Schedules**

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

- Schedule “A” - Description of Supported Software
- Schedule “B” - Fee Structure and Payment Schedule

ARTICLE II

SUPPORT AND MAINTENANCE

- 2.1 Subject to the terms and conditions of this Agreement, Consultant shall provide support and maintenance services which include revisions, updates and enhancements to the Software and related materials under the Agreement.
- 2.2 Subject to the terms and conditions of this Agreement, Consultant shall provide software support via telephone and electronic mail consistent with the hours of operation, all as described in Exhibit 1 hereto and in effect as of the date hereof, as such services may, at the discretion of Consultant, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Consultant). To enable Consultant to provide effective support, the Organization will establish auto remote access based on VPN or equivalent remote access procedures compatible with Consultant's practices.
- 2.3 In consideration for the support services specified in Section 2.2, Organization shall pay the Annual Support and Maintenance Fee as defined in Schedule B. The Annual Support and Maintenance Fee will be billed annually in advance beginning on the anniversary of the Support and Maintenance Agreement or on an alternative date mutually agreed to in writing by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, in the initial year, that the Consultant issue a prorated invoice for the portion of the year remaining in said initial year. Consultant may change the Annual Support and Maintenance Fee from time to time. In addition to the Annual Support and Maintenance Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to:
- (a) courier services, photocopying, faxing and reproduction services, all reasonable travel costs, including a travel time rate of \$75.00/hour, meal expenses of not more than \$50.00 per diem (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines, long distance telephone calls and all other reasonable expenses incurred in the performance of Consultant's duties hereunder.

Consultant may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of Consultant.

- 2.4 All support services provided by Consultant to Organization other than those specified in Section 2.2 (such as, but not limited to, on-site support), shall be provided to Organization by Consultant at Consultant's then prevailing prices, hourly rates, policies and terms. For certainty, any updates of, or enhancements to, the Software will be made available to Organization free of charge (with respect to the actual updates or enhancements), but all services provided by Consultant with respect to such updates or enhancements will be subject to the Consultant's then-prevailing prices, hourly rates,

policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.

- 2.5 The initial term of this Agreement shall be for January 1, 2014 to December 31, 2014. The Agreement shall continue thereafter on an annual basis provided that Organization shall pay the then prevailing Annual Support and Maintenance Fee, unless terminated by either party upon giving to the other not less than 60 days' notice in writing prior to the end of the first year or any subsequent anniversary of such date. If the Support and Maintenance Agreement is terminated by Organization, it shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements to, the Software, or services for the Software
- 2.6 Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant, and Organization shall acquire no proprietary rights by virtue hereof.
- 2.7 Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
- 2.8 This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Organization. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
- 2.9 The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by Organization.
- 2.10 The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Consultant shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
- 2.11. Required Consent: Upon request, Organization will obtain and provide to Consultant any Required Consents necessary for Consultant to provide the Support Services described in this Agreement. A Required Consent means any consent or approvals required to give Consultant and its subcontractors the right or license to access, use and/or modify (including creating derivative works) to the hardware, software, firmware and other products that the Organization uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Organization will indemnify, defend and hold Consultant, its affiliates, and subcontractors, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and cost) arising from or in connection with any claims (including patent and copyright infringement) made against Consultant, alleged to have occurred as a result of the Organization's failure to provide any Required Consents provided that Consultant uses such third party products only as necessary to perform its obligations under this Agreement. Consultant will be relieved of the performance of any obligations that may be affected by the Organization's failure to promptly obtain and provide any Required Consent to Consultant.

ARTICLE III

TERMINATION

3.1 **Unless terminated pursuant to Section 2.5 hereof, this Agreement shall remain in full force and effect except as terminated as follows:**

- a) If either party neglects or fails to perform, observe or cure within ninety (90) days of written notice of such failure to perform any of its existing or future obligations.
- b) If Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement.

ARTICLE IV

REMEDIES AND LIABILITY

4.1 **Remedies and Liability**

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
 - (i) FOR BREACH OR DEFAULT BY THE CONSULTANT OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE

AGREEMENT, SHALL BE PAYMENT BY THE CONSULTANT OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONSULTANT SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO THE CONSULTANT UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

- (ii) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL THE CONSULTANT BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONSULTANT SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.
- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

4.2 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

4.3 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE V INDEMNITY

5.1 Indemnity

The Organization shall indemnify and save harmless the Consultant, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising from any material breach, or non-performance by the Organization of any obligation contained in this Agreement to be observed or performed by the Organization, or any wrongful act or negligence of the Organization or its agents or employees which relates to this Agreement, howsoever arising. The Organization acknowledges and agrees that this indemnity shall survive any termination of this Agreement. The Organization shall not be responsible for any claims resulting solely from the acts or omissions of consultant, its employees, consultants, agents or any third party.

The Consultant shall indemnify and save harmless the Organization, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising directly from any material breach or non-performance by the Consultant of any obligation contained in this Agreement to be observed or performed by the Consultant, or any wrongful act or negligence of the Consultant or its agents or employees which relates to this Agreement, howsoever arising. Consultant acknowledges and agrees that this indemnity shall survive any termination of this agreement. Consultant shall not be responsible for any claims resulting, solely from the acts or omissions of Organization, its employees, consultants or agents or any third party.

ARTICLE VI GENERAL

6.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

6.2 Confidentiality

- (a) Duty Owed to the Organization -- The Consultant acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement. Except for information in the public domain, unless such information

falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, the Consultant agrees:

- (i) to maintain this information in confidence;
- (ii) not to use this information other than in the course of this Agreement;
- (iii) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of the Consultant; and

to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the Consultant, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization. .

6.3 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

6.4 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

SYSTEM INNOVATORS, A DIVISION OF
N. HARRIS COMPUTER CORPORATION
10550 Deerwood Park Blvd, Suite 700
Jacksonville, FL 32256
Attention: Jeff Sumner, Executive Vice President
Telephone: 800.963.5000 ext.72504

and in the case of the Organization, to:

CITY OF GLENDALE
Address: 5850 W. Glendale Avenue Glendale, AZ 85301
Contact: Don Rhoden
Phone: 623.930.2232

with a copy to:
CITY OF GLENDALE
Address: 5850 W Glendale Avenue Glendale, AZ 85301
Contact: City Attorney

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.4.

6.5 Assignment

Neither Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

6.6 Binding Agreement and Inurement

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall ensure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.7 Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant

by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

6.8 Section Headings

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

6.9 Independent Contractor

Organization engages Consultant under this Agreement solely as an independent contractor to perform Consultant duties which are described in this Agreement. Organization and Consultant expressly acknowledge and agree that Consultant is the independent contractor of Organization and nothing contained in this Agreement or which otherwise exists shall be construed by Organization, Consultant or any third person or entity to create a relationship of joint ventures, partners, or employer and employee.

6.10 Governing Law

This Agreement shall be governed by and construed under the laws of the state of Arizona.

6.11 Trial by Jury

Organization and Consultant hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Consultant in connection therewith or contemplated thereby.

6.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

6.13 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

6.14 **Counterparts**

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

6.15 **Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purposes of this Agreement and carry out its provisions.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

**SYSTEM INNOVATORS, A DIVISION OF
N. HARRIS COMPUTER CORPORATION**

Per: _____

Name: Jeffrey Sumner
Title: Executive Vice President

CITY OF GLENDALE

Per: _____

Name:
Title:

Per: _____

Name:
Title:

ATTEST:

City Clerk (Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 1 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Consultant reserves the right to make modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Release notes
- Limited training questions (15 minute guideline)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 24 hours

Priority 2: 1 - 2 business days

Priority 3: 1 - 5 business days

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application)
- Inability to process payments
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- System errors that have workarounds
- Usability issues

- Performance issues not impacting critical processes
- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call. Our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: Email, phone and fax.

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, your support call will be closed and replaced by the development id number. The development id number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the support department at your convenience for a status update on your development issues.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the Director of Support
- Level 4:** Contact the Executive Vice President of System Innovators

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below. An asterisk * next to the holiday indicates that the System Innovators office is closed, however, technical support will be available.

New Year's Day	Closed
President's Day (Observed)	Closed
Memorial Day (Observed)	Closed
4 th of July (Observed)	Closed
Labor Day	Closed
Columbus Day *	Closed
Thanksgiving Day	Closed
Day after Thanksgiving *	Closed
Christmas Day	Closed
Day after Christmas *	Closed

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters, Permits, etc.)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (POP, ACH, etc.)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)
- iNovah Public API consulting

Test Databases & Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS).

Hardware and Third Party Support – if applicable

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software support (if applicable). This section serves as a guideline for the support department but is superseded by an existing third party or other agreement.

Standard Hardware and Third Party Software Support Services

- 800 telephone support – first line phone support for troubleshooting (note more complex issues will be escalated to the actual vendor of the products)
- “On call” after hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)
- Technical troubleshooting
- Limited training questions (15 minute guideline)
- Recommendations on specific hardware requirements
- Support provided for installed database issues (30 minute guideline)
- Web Service installation and connection to database assistance
- Updating system to support new versions of licensed applications

The services listed below are services that are OUT OF SCOPE and are therefore considered billable:

- On-site installation or upgrade of hardware and third party software
- Extended telephone training (beyond 15 minutes)
- Reconfiguration of hardware and file servers
- Recovering data resulting from client error
- Upgrading of hardware systems
- Assistance with creation of backup scripts / backup recovery
- Assistance with recovering data resulting from system crashes (charges may apply)
- Assistance with database installation, configuration and updating
- Preventative maintenance monitoring or other services
- Recommending or assisting with disaster recovery plans
- Re-establishment of Web/ODBC connection if connection was lost due to actions of customer
- WEB/IP/ODBC connections to other third party products
- Creation of custom reports
- Report writer training, upgrades and installations (other than at time of initial purchase)

Schedule "A"
Description of Software

Covered Software:

- iNovah Software
- 300,000 Annual Receipt Volume

Required Programs (provided by "Organization")

- Windows XP Professional or Windows 7 (Workstations)
- Windows Server 2008 R2 (Web Server)
- Microsoft SQL Server 2008 R2 (Database Server)
- Necessary Anti-Virus protection
- Microsoft .NET Framework (Workstations & Servers)

Schedule "B"

Fee Structure and Payment Schedule

Payment Schedule:

Total Software and Hardware Support and Maintenance Fee (for budgetary purposes):

A. Annual Support and Maintenance Fee are as follows beginning Jan. 1, 2014 (due upon invoice)

1.	Term 1: Jan 1, 2014 to Dec 31, 2014		\$35,315.00
	Description	Ext. Price	
	iNovah – SWS	\$34,175.00	
	4 – A776 TPG Printer – HWX	840.00	
	4 – APG Cash Drawer – HWX	300.00	
	Total Software and Hardware Support and Maintenance Fee		
2.	Term 2: Jan 1, 2015 to Dec 31, 2015		\$37,024.00
	Description	Ext. Price	
	iNovah – SWS	\$35,884.00	
	4 – A776 TPG Printer – HWX	840.00	
	4 – APG Cash Drawer – HWX	300.00	
	Total Software and Hardware Support and Maintenance Fee		
3.	Term 3: Jan 1, 2016 to Dec 31, 2016		\$38,818.00
	Description	Ext. Price	
	iNovah – SWS	\$37,678.00	
	4 – A776 TPG Printer – HWX	840.00	
	4 – APG Cash Drawer – HWX	300.00	
	Total Software and Hardware Support and Maintenance Fee		
Total Software and Hardware Support and Maintenance Fee (for 3 terms)			\$111,157.00



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **ADOPT A RESOLUTION TO CALL 2014 ELECTIONS**
Staff Contact: **Pamela Hanna, City Clerk**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution to call 2014 elections.

Background

City Charter designates the term of office of Councilmembers to be four years and that elections shall be held in the fall of even years. The Council seats for Cholla, Barrel and Ocotillo are up for election in 2014.

Previous Related Council Action

On March 25, 2014, City Council approved an Intergovernmental Agreement with Maricopa County to provide election services.

Community Benefit

Municipal elections allow residents to participate in local government by choosing their representatives. The call of election will notify residents of important upcoming dates.

Budget and Financial Impacts

While the elections have costs for the city, the call of election has no associated costs.

Attachments

Resolution

RESOLUTION NO. 4786 NEW SERIES

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DESIGNATING THE ELECTION DATES AND PURPOSE OF ELECTIONS (PRIMARY ELECTION: AUGUST 26, 2014; GENERAL ELECTION: NOVEMBER 4, 2014); DESIGNATING THE DEADLINE FOR VOTER REGISTRATION; DESIGNATING THE PLACE AND THE LAST DATE FOR CANDIDATES TO FILE NOMINATING PAPERS; AND ORDERING THAT THE CITY CLERK PUBLISH THIS CALL OF ELECTION.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE AS FOLLOWS:

SECTION 1. DESIGNATION OF ELECTION DATES; PURPOSE.

That Tuesday, August 26, 2014 has been set as the time for holding the Primary Election in the City of Glendale for the purpose of nominating candidates for three City Council seats from the districts of BARREL, CHOLLA and OCOTILLO. Any candidates receiving a majority of all the votes cast for that office at the Primary Election will be declared elected without running at the General Election. The August 26, 2014 election date may include any propositions qualifying for the ballot.

And, that Tuesday, November 4, 2014 has been set as the time for holding the General Election in the City of Glendale. If no candidate is elected at the Primary Election, a runoff will be declared as necessary and the two candidates with the most votes in each race will be listed on the General Election ballot. The candidate with the majority of all the votes cast for Council member in the individual district will be declared elected. The November 4, 2014 election date may include any propositions qualifying for the ballot.

SECTION 2. DESIGNATION OF DEADLINE FOR VOTER REGISTRATION.

That Maricopa County registration and voting lists will be used for the municipal elections. In order to be qualified to vote in the Primary Election, one must be registered by July 28, 2014. The last day to register for the General Election will be October 6, 2014.

SECTION 3. DESIGNATION OF DATE AND PLACE TO FILE CANDIDATE NOMINATION FORM.

That candidates seeking municipal office may obtain nomination papers and other materials at the City Clerk's Office, 4th floor of the Municipal Office Complex (City Hall), 5850 West Glendale Avenue, Glendale, Arizona. The first day to file nomination petitions is April 28, 2014; the last day to file nomination petitions is May 28, 2014. Candidates must file nomination papers and other nomination forms by 5:00 p.m. on May 28, 2014, at the City Clerk's Office, 5850 West Glendale Avenue, 4th floor, in order for their names to appear on the Primary Election ballot.

SECTION 4. PUBLICATION OF CALL OF ELECTION.

The City Clerk shall publish this resolution at least twice in the Glendale Star not less than one week apart during the six calendar weeks preceding ninety days before the election.

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

e_call_2014



CITY COUNCIL REPORT

Meeting Date: 4/22/2014
Meeting Type: **Voting**
Title: **AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION FOR PREVENTION AND SUPPRESSION OF WILDLAND FIRES**
Staff Contact: **Mark Burdick, Fire Chief**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement titled Cooperative Fire Rate Agreement, with the Arizona State Forestry Division for the prevention and suppression of wildland fires.

Background

The Arizona State Forestry Division has developed a comprehensive incident management system which oversees and manages forest and wildland fires. Fire departments that are called to assist with forest and wildland fires have firefighters who have attended training and have been approved by the state as wildland firefighters. Glendale firefighters who are approved as wildland firefighters bring back valuable firsthand experience on how to manage large scale events to include becoming familiar with the national response system, ordering system, and the exposure of working directly with national teams. By choosing to enter into this agreement, the Glendale Fire Department will be able to provide emergency fire suppression assistance during large scale events on Arizona state lands. Costs incurred by the department while assisting in these events are reimbursable through the Arizona State Forester's Office.

Previous Related Council Action

On April 24, 2012, Council authorized the Cooperative Fire Rate Agreement with the Arizona State Forestry Division to provide fire protection to state forests and wildlands.

Council has entered into cooperative fire rate agreements with the Arizona State Forestry Division since 2002.

Community Benefit/Public Involvement

By choosing to enter into this agreement, the Glendale Fire Department will be able to provide emergency fire suppression assistance if needed during large scale events on state lands. In



CITY COUNCIL REPORT

return, the city will have access, at no charge, to state-owned fire equipment if needed during periods of extreme brush fire danger in large parks and open areas in Glendale.

Budget and Financial Impacts

All costs incurred by the department while assisting with these events are reimbursable through the Arizona State Forestry's Division.

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Resolution

Agreement

RESOLUTION NO. 4787 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A COOPERATIVE FIRE RATE AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION TO PROVIDE FIRE PROTECTION TO STATE FORESTS AND WILDLANDS.

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 Cooperative Fire Rate Agreement with the Arizona State Forestry Division to provide fire protection to state forests and wildlands be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

a_fire_az state forestry

ARIZONA STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
01-0859-14		KR-02-0017-LNR-FIR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
City of Glendale		Phoenix District #1				
(2) ADDRESS		(7) ADDRESS				
5800 W. Glenn Dr Suite 350		2901 W. Pinnacle Peak Rd				
(3) CITY, STATE, ZIP CODE		(8) CITY, STATE, ZIP CODE				
Glendale, AZ. 85301-2471		Phoenix, AZ. 85027				
(4a) BUS. PHONE	(4b) EMERGENCY PHONE	(9) PHONE				
(623)930-4400	Phx Alarm Room 602-262-6595	623-445-0274 / 800-309-7081				
(4c) FAX NUMBER	(4d) EMAIL ADDRESS	(10) ARIZONA STATE FORESTRY DIVISION WEBSITE				
(623)847-5313	Mburdick@glendaleaz.com	http://www.azsf.az.gov				
(5) FEDERAL EMPLOYER ID NUMBER		(11) EFFECTIVE DATES OF AGREEMENT				
86-6000247		BEGINNING 4/15/2014 ENDING 4/15/2016				
(12) EQUIPMENT WORK RATES LISTED BELOW ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY COOPERATOR (WET).		(13) OPERATORS AND PERSONNEL ARE NOT INCLUDED IN EQUIPMENT WORK RATES AND ARE PAID ACCORDING TO GENERAL PROVISION ITEM 8a4 and ITEM 8a5.				
(14) EQUIPMENT DESCRIPTION		(15) RATES				
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.		STANDARD STAFFING	(16) WORK OR HRLY		(17) SPECIAL	
			RATE	UNIT	RATE	UNIT
a. Standard Pumper (ICS Type-1) see inventory list for vehicle id, license#, Make, Model, Year, Etc.		4	125/hr		144/hr	CAFS
b. Type 6 Engine, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		3	76/hr		87/hr	CAFS
c. Pickup 4x2 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	42/day	.42/mile		
d. Pickup 4x2 3/4 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	57/day	.57/mile		
e. Pickup 4x2 1 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	65/day	.65/mile		
f. Pickup 4x4 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	45/day	.45/mile		
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto. See attached Glendale Fire Department Vehicle list for detailed vehicle descriptions (Exhibit A)						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)			(21) DATE	
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)			(24) DATE	

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
01-0859-14		KR-02-0017-LNR-FIR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
City of Glendale		Phoenix District #1				
(14) EQUIPMENT DESCRIPTION		(15) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(16) WORK OR HRLY		(17) SPECIAL	
			RATE	UNIT	RATE	UNIT
g. Pickup 4x4 3/4 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	65/day	.65/mile		
h. Pickup 4x4 1 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	74/day	.74/mile		
i. Medium Duty Truck 2 ton., see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	72/day	.72/mile		
j. Medium Duty Truck 2 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	78/day	.78/mile		
k. SUV 4x2 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	44/day	.44/mile		
l. SUV 4x2 3/4 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	54/day	.54/mile		
m. SUV 4x4 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	54/day	.54/mile		
n. SUV 4x4 3/4 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	63/day	.63/mile		
o. Van 12 to 15 passenger full size, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	62/day	.62/mile		
p. ATV Quad - Large, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	100/day			
q. L7500 Box Truck or Hook Lift truck, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	75/hr	.75/mile		
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto. See attached Glendale Fire Department Vehicle list for detailed vehicle descriptions (Exhibit A)						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 01/14

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ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
01-0859-14		KR-02-0017-LNR-FIR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
City of Glendale		Phoenix District #1				
(13) EQUIPMENT DESCRIPTION		(14) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(15) WORK OR HRLY		(16) SPECIAL	
			RATE	UNIT	RATE	UNIT
r. Large Generator- tow behind 64 KW- see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	22/hr			
s.Squad- Heavy Rescue- see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	200/hr			
t.Hazardous Materials Truck, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	200/hr			
u.Support Tender Type 3, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	89/hr			
v.Ladder Truck, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	200/hr			
x.Ladder Tender, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	100/hr			
y.Ambulance/Rescue (ALS), Unoperated, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		2	56/hr			
z. Utility Truck/Air Truck		1	85/hr			
aa. ALS Medical Kit		1	215/day			
bb. BLS Medical Kit		1	150/day			
cc. Support Water Tender Type 3, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	89/hr			
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto. See attached Glendale Fire Department Vehicle list for detailed vehicle descriptions (Exhibit A)						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 01/14

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STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT (AMENDMENT PAGE)

COOPERATIVE FIRE RATE AGREEMENT NUMBER	AMEND NO.	IGA REFERENCE AGREEMENT NUMBER
01-0859-14		KR-02-0017-LNR-FIR
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE
City of Glendale		Phoenix District #1
EFFECTIVE DATES		
BEGINNING	4/15/2014	ENDING 4/15/2016

Special Provisions Additions or Amendment Page Instructions: This sheet to be used to add or delete equipment, additional stipulations or for special pricing such as severity patrols. Each amendment shall be numbered (#1, #2, etc) for reference. Ending date of amendment shall be the same as listed on original CFR. Once signed, this sheet will be attached to original CFR.

Cooperator will adhere to terms set forth on the "General Provisions to Cooperative Rate Agreement FM 104A (01/14) attached hereto.

CITY OF GLENDALE, an Arizona
municipal corporation

Brenda S. Fischer, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

(18) FIRE DEPT/AGENCY REPRESENTATIVE	(19) NAME AND TITLE (PLEASE PRINT)	(20) DATE
(21) STATE LAND DEPT. REPRESENTATIVE	(22) NAME AND TITLE (PLEASE PRINT)	(23) DATE

Exhibit A

Staff Vehicles							
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG	License Plate
3320A03	2005	CHEVROLET	IMPALA	EM151	\$40/day \$.40/mile	1	G-866EG
3320A15	2005	FORD	TAURUS		\$40/day \$.40/mile	1	G-605DY
3320A151	2006	CHEVROLET	IMPALA	C157	\$40/day \$.40/mile	1	G-514EN
3320A16	2005	FORD	TAURUS	AS151	\$40/day \$.40/mile	1	G-614DY
3320A21	2006	FORD	TAURUS	FP151	\$40/day \$.40/mile	1	G-310EM
3320A22	2006	FORD	TAURUS	FP153	\$40/day \$.40/mile	1	G-309EM
3320A23	2006	FORD	TAURUS	FP152	\$40/day \$.40/mile	1	G-308EM
3320A26	2006	FORD	TAURUS	CR1511	\$40/day \$.40/mile	1	G-094EY
3320A28	2008	CHEVROLET	IMPALA	C154	\$40/day \$.40/mile	1	G-700FG
3320A29	2008	CHEVROLET	IMPALA	C153	\$40/day \$.40/mile	1	G-057FM
3320A30	2008	CHEVROLET	IMPALA	C152	\$40/day \$.40/mile	1	G-062FM
3320A31	2008	CHEVROLET	IMPALA	CR1510	\$40/day \$.40/mile	1	G-056FM
Small Trucks 1/2 Ton & 3/4 Ton							
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG	License Plate
3320B02	2005	CHEVROLET	1500	FP154	\$42/day \$.42/mile	1	G-858EG
3320B03	2006	CHEVROLET	1500	FP156	\$42/day \$.42/mile	1	G-725EH
3320B04	2006	FORD	F150 EXT CAB	SU156	\$42/day \$.42/mile	1	G-748EP
3320B10	2006	FORD	EXPEDITION 4x4	SO153	\$54/day \$.54/mile	1	G-716EP
3320B11	2008	FORD	F250	SO151	\$57/day \$.57/mile	1	G-515EZ
3320B12	2008	FORD	F250	TA152	\$57/day \$.57/mile	1	G-517EZ
3320B13	2008	FORD	F250	SU154	\$57/day \$.57/mile	1	G-009FA
3320B15	2008	FORD	F150	TA154	\$42/day \$.42/mile	1	G-027FA
3320B16	2008	FORD	F150 EXT CAB	FP155	\$42/day \$.42/mile	1	G-663FG
3320B17	2010	FORD	F150 EXT CAB		\$42/day \$.42/mile	1	G-639FV
3320B18	2010	FORD	F150 EXT CAB		\$42/day \$.42/mile	1	G-678FV
3320B19	2011	FORD	F150		\$42/day \$.42/mile	1	G-924FW
3320B20	2011	FORD	F150		\$42/day \$.42/mile	1	G-549GD
3320B21	2006	FORD	F150		\$42/day \$.42/mile	1	G-733EP
3320B29	2008	FORD	EXPLORER	C151	\$63/day \$.63/mile	1	G-053FM
3340B02	2003	FORD	F250	F151	\$57/day \$.57/mile	1	G-734DL
1 Ton-2 1/2 Ton Trucks							
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG	License Plate
3320C04	1999	GMC	3500		\$65/day \$.65/mile	1	G-157DY
3320C05	2000	GMC	G30		\$65/day \$.65/mile	1	G-158DY
3320C07	2005	FORD	E350 CUTAWAY	SU154	\$65/day \$.65/mile	1	G-867EG
3320C11	1996	CHEVROLET	C3100		\$65/day \$.65/mile	1	G-929BF
3320C15	2000	GMC	G3500		\$65/day \$.65/mile	1	G-611DY
3320C16	2005	FORD	F350		\$65/day \$.65/mile	1	G-662DY

Exhibit A

3320C17	2005	FORD	F350	BC152		\$74/day \$.74/mile	1	G-700DY
3320C18	2005	FORD	F450			\$65/day \$.65/mile	1	G-868EG
3320C19	2006	FORD	F350			\$65/day \$.65/mile	1	G-735EH
3320C20	2008	FORD	F350			\$65/day \$.65/mile	1	G-544EZ
3320C22	2008	FORD	E350	CR158		\$62/day \$.62/mile	1	G-639FG
3320C23	2008	FORD	E350	CR155		\$62/day \$.62/mile	1	G-677FG
3320C24	2008	FORD	F350 4X4			\$74/day \$.74/mile	1	G-690FG
3320C25	2008	FORD	F350	SE152		\$65/day \$.65/mile	1	G-695FG
3320C26	2008	FORD	F350 4X4			\$74/day \$.74/mile	1	G-052FM
3320C27	2008	FORD	F350	SU155		\$65/day \$.65/mile	1	G-066FM
3320C28	2008	FORD	F250 CREW CAB			\$57/day \$.57/mile	1	G-289FS
3320C29	2009	FORD	F550 4X4 4DR	LOGS TRUCK		\$78/day \$.78/mile	1	G-638FV
3320C30	2010	FORD	F350			\$65/day \$.65/mile	1	G-667FV
3320C31	2010	FORD	F250 CREW CAB			\$57/day \$.57/mile	1	G-676FV
3340C02	2006	CHEVROLET	2500HD	FP157		\$57/day \$.57/mile	1	G-526EC
Type 6 Engine								
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	VEHICLE MAKE	VEHICLE MODEL	RATE/MILEAGE	MIN STFNG	License Plate
3320C21	2008	FORD	F550 4X4	gal/gpm/foarn	UNIT ID	\$76/hour	3	G-623FG
Type 1 Engines								
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	VEHICLE MAKE	VEHICLE MODEL	RATE/MILEAGE	MIN STFNG	License Plate
3320D05	2003	E-ONE	HUSH			\$125/hour	4	G-811DF
3320D13	1994	EONE	HUSH			\$125/hour	4	G-105AS
3320D14	1994	EONE	HUSH			\$125/hour	4	G-104AS
3320D15	1994	EONE	HUSH			\$125/hour	4	G-103AS
3320D17	1995	EONE	HUSH			\$125/hour	4	G-510BD
3320D18	1995	E-ONE	HUSH C900			\$125/hour	4	G-532BD
3320D19	1995	E-ONE	Hush			\$125/hour	4	G-343BE
3320D20	1995	EONE	HUSH			\$125/hour	4	G-533BD
3320D22	1997	EONE	H160			\$125/hour	4	G-116BL
3320D23	2003	EONE	HUSH			\$125/hour	4	G-155DY
3320D24	2003	EONE	HUSH			\$125/hour	4	G-154DY
3320D25	2003	EONE	HUSH			\$125/hour	4	G-602DY
3320D26	2003	EONE	HUSH			\$125/hour	4	G-164DY
3320D28	2005	EONE	HUSH			\$125/hour	4	G-144EX
3320D29	2005	EONE	HUSH			\$125/hour	4	G-879ES
3320D31	2009	EONE	HUSH			\$125/hour	4	G-626FV
3320D32	2009	EONE	HUSH			\$125/hour	4	G-665FV
Heavy Duty								
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	VEHICLE MAKE	VEHICLE MODEL	RATE/MILEAGE	MIN STFNG	License Plate



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **AUTHORIZATION TO ACCEPT A GRANT FROM THE ARIZONA SPORTS AND TOURISM AUTHORITY TO FUND RENOVATION WITHIN THUNDERBIRD CONSERVATION PARK**
Staff Contact: **Erik Strunk, Executive Director, Parks, Recreation and Library Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept and administer a grant in the amount of \$23,400 awarded by the Arizona Sports and Tourism Authority (AZSTA). The grant will be utilized to fund the renovation of the Thunderbird Conservation Park trails, entry nodes, and trail signage.

Background

Thunderbird Conservation Park, a 1,185-acre park in north Glendale, is a conservation park dedicated to preserving the desert environment. The park took its name from the World War II pilot training facility located four miles south of the park. The city of Glendale acquired the park in 1951 through a lease with the federal government. Ownership came in 1956 with the assistance of the Glendale Women's Club and Glendale Rotary Club. Maricopa County operated the park from 1963 to 1984 and many of the park improvements were made during this time. In 1984, the park was returned to the city. Park activities include picnicking, hiking, horseback riding, mountain biking, jogging and bird watching. About 18 miles of multi-use trails have been constructed, thanks to the efforts of many volunteer groups.

In response to changing needs and population growth, the Parks, Recreation and Library Services Department (PRLS) has periodically made improvements to various facilities and amenities within the Thunderbird Conservation Park. Recently, the PRLS Department applied for and was notified by AZSTA that it would be receiving \$23,400 to make improvements to the park.

If approved by City Council, the grant funds will be used to install new up-to-date park and trail signage, information kiosks, sustainable rest nodes at 55th Avenue and Pinnacle Peak, 59th Avenue, and 67th Avenue and Patrick Lane. The improvements would provide a more aesthetically pleasing entry into the trail system; trail name and directional signage would be consistent with recent name changes; and the safety signage would be consistent with the new county-wide trail safety designation system.

Analysis

Participation in the AZSTA grant process will provide the PRLS Department the necessary funds to improve trail safety; provide attractive trail entry nodes; and enhance trail signage to ensure trail-



CITY COUNCIL REPORT

users have the necessary information to safely and properly navigate the 18 miles of unpaved mountainous trails at the Thunderbird Conservation Park. As these improvements are included in the current PRLS Department Capital Improvement Project plan (in which only partial funds are available), acceptance of the grant will allow the project to move forward.

Previous Related Council Action

On May 25, 2010, the Parks, Recreation and Library Services Department received a grant from the AZSTA in the amount of \$100,000 to help fund the renovation of an athletic field at O’Neil Park, located at 64th and Missouri Avenues.

On May 25, 2004, the Parks, Recreation and Library Services Department received a grant from the AZSTA in the amount of \$5,000 to help fund the purchase of in-hockey equipment that is used at the outdoor, in-line hockey rink at Bonsall Park.

Community Benefit/Public Involvement

Over the last few years, the Thunderbird Conservation Park trails and trail nodes have evolved to accommodate many more people than when it first opened. Approximately 500,000 persons visit and use the park each year. Properly established and well maintained trail systems that serve the area and the diverse population help preserve and protect the integrity of the surrounding natural and cultural resources. The Thunderbird Conservation Park and its trails are accessible to all in the region and help the physical and mental well-being of the users by providing opportunities for recreation, transportation, and education resulting in enhanced environmental and societal benefits.

Budget and Financial Impacts

If awarded, the grant in the amount of \$23,400 and the matching amount of \$8,750 will be used to enhance trails, trail nodes, and signage.

Cost	Fund-Department-Account
\$4,000	1580-73704-551000 (DIF- Park Dev. Zone 3)
\$4,750	2060-70515- 550800 (Parks Construction)

Capital Expense? Yes No

Budgeted? Yes No



CITY COUNCIL REPORT

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Resolution

Agreement

RESOLUTION NO. 4788 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A YOUTH AND AMATEUR SPORTS, FY 2014 BIENNIAL GRANT FUNDING AGREEMENT, WITH THE TOURISM AND SPORTS AUTHORITY, D.B.A. THE ARIZONA SPORTS AND TOURISM AUTHORITY, PERTAINING TO THE THUNDERBIRD CONSERVATION PARK TRAIL ENHANCEMENT PROJECT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Youth and Amateur Sports, FY 2014 Biennial Grant Funding Agreement, with the Tourism and Sports Authority pertaining to the Thunderbird Conservation Park Trail Enhancement Project be entered into, which Agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said Agreement and any ancillary documents or agreements and to do all such acts required to implement the purpose and intent of the Agreement on behalf of the City of Glendale.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

YOUTH AND AMATEUR SPORTS

FY 2014 BIENNIAL GRANT FUNDING AGREEMENT

By and Between

TOURISM AND SPORTS AUTHORITY d/b/a
THE ARIZONA SPORTS AND TOURISM AUTHORITY,

and

City of Glendale

Pertaining To

Thunderbird Conservation Park Trail Enhancement Project

DATE: January 14, 2014

THIS BIENNIAL GRANT FUNDING AGREEMENT (the "Agreement") is made to be effective as of the 14th day of January, 2014 by and between City of Glendale, an Arizona municipal corporation (hereinafter called the "City" or a "Party"), and the TOURISM AND SPORTS AUTHORITY d/b/a THE ARIZONA SPORTS AND TOURISM AUTHORITY ("AzSTA"), existing pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") §§ 5-801 et seq., as the same may be modified or amended (collectively, the "Act"), as a corporate and political body of the State of Arizona and, except as otherwise limited, modified or provided by the Act, as a tax levying public improvement district. The City and AzSTA are sometimes collectively called the "Parties".

RECITALS

A. Under A.R.S. §5-804, AzSTA is authorized to enter into contracts and agreements as necessary to carry out the purposes and requirements of AzSTA.

B. Under A.R.S. §5-809(A), AzSTA is authorized to: (i) provide funds to acquire land or construct, finance, furnish, improve, market or promote the use of community youth and amateur sports facilities, recreational facilities and other community facilities or programs in Maricopa County; and (ii) do all things necessary or convenient to accomplish those purposes.

C. The City has agreed to Thunderbird Conservation Park Trail Enhancement Project (hereinafter more particularly described and referred to as the "Project") to be used for community youth and amateur sports and recreation activities.

D. Under A.R.S. §5-809(B), the Board of Directors of AzSTA (the "AzSTA Board") must require that the City contribute to the development of the Project that amount that is equal to a minimum of one-half of the funds to be contributed, spent or distributed by AzSTA with respect to the Project.

E. The AzSTA Board has determined that AzSTA will, under this Agreement, provide partial funding for the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties acknowledge and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 The following terms shall have the meanings set forth below, except where the context clearly indicates otherwise:

(a) "Act" means A.R.S. §5-801 et seq., as amended.

(b) "AzSTA Contribution" means a maximum of \$23,400 based on the Project Costs. This represents approximately 66% (two thirds) of the total Project Costs of \$31,122 with the remaining balance to be provided by the City (see City Contribution) provided, however, that the total AzSTA Contribution shall not exceed the dollar amount equal to 66% (two thirds) of the Project Costs (as defined in subsection (i) below). A reduction in the Project Costs will reduce the AzSTA Contribution on a pro-rata basis. An increase in the Project Costs will not increase the AzSTA Contribution but will be an obligation of the City. _____ (Grantee Initials)

(c) "AzSTA Representative" means the person or persons designated by AzSTA to act on its behalf.

(d) "City Contribution" means the Project Costs less the AzSTA Contribution.

(e) "City Representative" means the person or persons designated by the City to act on its behalf.

(f) "Contractor" means any person or entity entering into a Project Contract or other agreement associated with development of the Project.

(g) "Event of Default" means any one of the events described in Sections 9.1 and 9.2.

(h) "Project Scope" means the plans and specifications or other descriptions for the Project, as set forth on Exhibit A attached hereto and made a part hereof, together with such other plans and specifications or other descriptions which are hereafter prepared by and for the City and approved by AzSTA under Section 4.2(a) of this Agreement.

(i) "Project" means the project undertaken by the City for or in connection with a youth and amateur sports and recreational facility consisting generally of landscape and trails enhancements, and trail signage, all as more particularly set forth and described in the Project Scope.

(j) "Project Contract" means any agreement or agreements for the design, development, acquisition, installation, implementation and construction of all or a substantial part of the Project by and between a Contractor and the City.

(k) "Project Costs" means the total costs for development, design, survey, land acquisition, installation, construction, engineering, construction administration and expenses directly related to the Project, all as set forth on Exhibit B attached hereto and made a part hereof together with such costs as may result from a change of plans under Section 4.2 of this Agreement.

(l) "Project Start and Completion Dates" means the anticipated or, if known, actual start and completion dates for the Project.

(m) "YAS Account" means the youth and amateur sports facilities account created pursuant to A.R.S. § 5-838 and maintained by AzSTA.

ARTICLE II
PURPOSE; EFFECTIVE DATE; TERM

Section 2.1 Purpose. The purpose of this Agreement is to provide for the following:

(a) The design, development, acquisition, installation, implementation and construction of the Project; and

(b) The respective rights and obligations of the Parties with respect to the Project.

Section 2.2 Effective Date; Term; Automatic Termination. This Agreement shall be in full force and effect upon the date hereof and shall continue in full force and effect and shall be binding on the Parties until completion of the Project. Provided further that, notwithstanding anything contained in this Agreement to the contrary, the Parties agree that the rights and obligations of the Parties contained in Article 6 hereof shall survive termination of this Agreement.

Section 2.3 Notice of Award. The City shall promptly notify AzSTA in writing and provide written evidence of the award of the first Project Contract.

ARTICLE III
OBLIGATIONS OF THE PARTIES

Section 3.1 City Contribution. The City shall fully fund or cause to be funded the City Contribution before the execution of this Agreement and before the actual expenditure of any funds or use of any in-kind contributions toward the Project and the Project Costs. The City shall document and provide evidence as part of Exhibit C from all sources totaling the City Contribution.

Section 3.2 City Representative. The City shall designate Michael Gregory, Parks and Recreation Manager, (or his designee) City of Glendale Parks, Recreation, and Library Services Department, 5970 W. Brown Street, Glendale, AZ 85302, at mgregory@glendaleaz.com as the City Representative.

Section 3.3 AzSTA Contribution; Payments.

(a) From funds lawfully deposited or to be deposited in the YAS Account AzSTA shall deliver the AzSTA Contribution to the City on a *pro-rata, reimbursement basis* as expenditures for Project Costs are incurred. Before AzSTA delivers funds, the City shall provide to AzSTA sufficient documentary evidence of all expenditures requiring reimbursement. The City shall use the form "Project Cost Reimbursement Request Form" (Exhibit E) to create the reimbursement request. This form may also be available for download at www.az-sta.com

(b) The AzSTA Contribution shall not be used for expenditures related to fixed overhead/administrative expenses (e.g. salaries, rent, utilities, etc.), loans or endowments, conferences, individuals, golf tournaments or benefit tables, travel expenses outside of Maricopa County, capital campaigns, funding to maintain the sustainability of an organization or program, or anything else deemed by AzSTA, in its sole and absolute discretion, as not serving the youth and amateur sports community within Maricopa County.

(c) Except as otherwise provided herein, no obligation of AzSTA under or arising out of this Agreement or any document executed by AzSTA in connection with the Project shall impose, give rise to, or be construed to authorize or permit a debt, pecuniary liability, or a charge against the general credit of AzSTA. After AzSTA has delivered to the City the AzSTA Contribution as required by Section 3.3(a) above, AzSTA shall have no further obligation to contribute to payment of the Project Costs. AzSTA makes no representation or warranty express or implied that the AzSTA Contribution together with the City Contribution will be sufficient to pay the Project Costs.

(d) A reduction in the Project Costs shall proportionately reduce the AzSTA Contribution. An increase in the Project Costs shall not increase the AzSTA Contribution but will be the City's obligation. The City must provide evidence to AzSTA that these funds have been secured before the work related to the increase is performed. _____ (Grantee Initials)

Section 3.4 AzSTA Representative. AzSTA shall designate Robin Lea-Amos, Grants Program Coordinator, as the AzSTA Representative. Her contact information is One Cardinals Drive, Glendale, AZ 85305 or robin@az-sta.com.

Section 3.5 City's Obligation to Complete the Project. The City shall complete the Project in accordance with the Project Scope (as such Project Scope may be modified or amended pursuant to Section 4.2 hereof).

ARTICLE IV PROJECT COSTS AND PROJECT SCOPE

Section 4.1 Changes in Project Costs. Any increase in the Project Costs because of a change in Project Scope provided by Section 4.2 shall not increase AzSTA's financial obligation beyond the AzSTA Contribution in any manner.

Section 4.2 Project Scope.

(a) Changes to Project Scope. Any Project Scope not finalized or completed as of the effective date and any change in the Project Scope, shall be submitted (upon their completion) to AzSTA for review and written approval of the AzSTA Representative. Notwithstanding the foregoing, minor changes to the Project Scope shall not be subject to approval of AzSTA. Minor changes are defined as ten percent of the Project Costs or \$10,000, whichever is smaller.

(b) Changes to Project Start and Completion Dates. The Project must be completed within 12 months of the funding agreement's execution unless otherwise agreed to by AzSTA and documented in the funding agreement. Any change to the Project which will delay the Completion Date by more than thirty (30) days shall be submitted to AzSTA for review and written approval by the AzSTA Representative. Included in the extension request should be the revised projected completion date and explanation of delay. _____ (Grantee Initials)

**ARTICLE V
DEVELOPMENT OF THE PROJECT**

Section 5.1 Development of the Project. The City shall promptly commence and diligently pursue the Project to completion in accordance with the development schedule described to AzSTA. The City shall perform such duties as may be necessary to complete development of the Project pursuant to the Project Scope and in a good and workmanlike manner and all in full compliance with all applicable laws, zoning ordinances, municipal ordinances, regulations and orders of Federal, State, County, local and regulatory authorities of every kind and with all covenants, conditions and restrictions affecting the Project.

Section 5.2 Acknowledgement of AzSTA Contribution. The City will indicate or will cause to be indicated, on all construction and permanent signage at the Project, that AzSTA has provided partial funding for construction of the Project.

Section 5.3 Owner's Policy. The City shall maintain an "Owners and Contractors Protective Liability" insurance policy or some other appropriate insurance policy with a coverage amount equal to the full amount of the estimated Project Costs (the "City's Policy"). AzSTA shall be named as an additional insured under the City's Policy. _____ (Grantee Initials)

**ARTICLE VI
MANAGEMENT, OPERATION AND MAINTENANCE**

Section 6.1 City Management, Operation and Maintenance. The City, at its own cost and expense, shall manage, operate, maintain and insure the Project in a manner in compliance with law and good operating practices over the course of the useful life of the Project. This Project is determined to have a minimum useful life of 25 years.

Section 6.2 Reimbursement of the AzSTA Contribution. If AzSTA reasonably determines that the City has not, or is not able, to maintain and preserve the Project so that the minimum useful life is achieved, AzSTA has the right to be reimbursed, on a straight-line, pro-rata basis, for its AzSTA Contribution. AzSTA must notify the City in writing of its determination and its request for reimbursement. The City will be granted up to sixty (60) days to remedy the situation after which AzSTA will reasonably determine whether or not a remedy has been implemented or to require reimbursement. If reimbursement is required, the AzSTA reimbursement amount will be calculated as the AzSTA Contribution less the AzSTA Contribution divided by the minimum useful life in years times the number of actual years of useful life achieved (based on the Completion date of the Project). The City shall deliver the reimbursement to AzSTA within thirty (30) days of AzSTA's final written decision.

Section 6.3 Maintenance of Required Insurance. The City shall maintain insurance in an amount and with the terms and conditions sufficient to fully cover all losses related to the Project. The City shall name AzSTA as an additional insured for all such policies.

Section 6.4 City's Books and Records. Subject to applicable law, during development of the Project and for a period of five (5) years after completion of the Project, City shall at all times keep accurate and complete books, records and accounts with respect to all of City's activities related to

the Project; the books, records and accounts to be maintained at City Hall. Subject to applicable laws, during development of the Project and for a period of five (5) years after completion of the Project, AzSTA, or any persons designated by it, shall have the right, without hindrance or delay, but only upon three (3) days prior written notice and during normal business hours, to inspect, audit, check and make extracts from the City's books, records and accounts, including, without limitation, all journals, orders, receipts and any correspondence and other data relating to the books, records and accounts related to the Project as may be maintained, generated or stored; provided, however, that at any time after such five (5) year period AzSTA requests reasonable access to the City's books, records and accounts, the City shall not deny AzSTA reasonable access. City hereby irrevocably authorizes any person, including, without limitation, any of City's employees or agents, having possession or control of any such books, records and accounts to make them available for AzSTA's inspection upon AzSTA's request or, at the option of AzSTA, make any computer programs or mechanical devices or program related thereto and related to the Project available to AzSTA.

Section 6.5 No Assignments or Changes in Use. The City shall not sell, convey, transfer, assign, dispose of or further encumber the Project or any part thereof or any interest therein or enter into any lease covering all or any portion thereof or an undivided interest therein, either voluntarily, involuntarily or otherwise, or enter into an agreement or contract to do so that would materially affect the City's ability to fulfill its obligations under or carry out the transactions contemplated by this Agreement or operate and maintain the Project as a youth and amateur sports and recreational facility or that would materially affect AzSTA's ability to exercise any of its rights set forth in this Agreement, without the prior consent of AzSTA which consent shall be at AzSTA's sole and absolute discretion. The City shall give AzSTA at least thirty (30) days prior written notice of any transaction that would require AzSTA's consent under this Section 6.5.

Section 6.6 No Liens on the Project. With the exception of liens which the City is actively contesting or which allow periodic payments leading to their complete satisfaction so long as such payments are not in default, if any, the City shall not create or place, permit to be created or placed or, through any act or failure to act, acquiesce in the creation or placing of, or allow to remain, any mortgage, lien (statutory, constitutional or contractual), pledge, security interest, encumbrance or charge or conditional sale or other title retention agreement on the property, either real or personal, comprising the Project other than liens, encumbrances or conveyances consented to by AzSTA which consent shall be at the sole and absolute discretion of AzSTA.

Section 6.7 Monitoring and Reporting Requirements. The AzSTA Representative, or its duly appointed agent, shall monitor and inspect the progress of the Project during the course of development and construction as well as during the expected useful life of the Project.

(a) Monthly Report. The City shall, during the course of development and construction and/or acquisition of the Project, provide AzSTA with a monthly progress report. The report shall be provided to AzSTA by no later than the fifteenth of the following month. The City shall use the Project Progress Reporting Form as defined in Exhibit D and may be made available through AzSTA's website (www.az-sta.com) in order to provide the Project progress information as defined in the template in addition to digital photographs. AzSTA may withhold payment of reimbursement requests if complete and accurate Monthly Reports are not filed as required. _____ (Grantee Initials)

(b) Wrap-Up Report. The City shall provide a final report using the Project Progress Reporting Form (Exhibit D) at the completion of the Project. This report shall be provided to AzSTA within thirty (30) days of the completion of the Project and coincide with the final reimbursement request to AzSTA.

(c) Sending the Monthly and Wrap-Up Reports. The monthly and wrap-up reports shall be transmitted electronically to AzSTA along with applicable digital photographs to the following email address: robin@az-sta.com, or to such other address as described by AzSTA.

ARTICLE VII WARRANTIES, REPRESENTATIONS AND COVENANTS

Section 7.1 City's Representations, Warranties and Covenants. The undersigned, on behalf of the City, but not individually, represents and warrants to, and covenants with, AzSTA that:

(a) The City is an Arizona municipal corporation duly organized and existing under the laws of the State of Arizona, and has full legal right, power and authority to: (i) enter into this Agreement and (ii) carry out and consummate the transactions contemplated by this Agreement;

(b) The City Council (i) has duly authorized and approved the execution and delivery of, and the performance of its obligations under this Agreement and (ii) has duly authorized and approved the consummation of all other transactions contemplated by this Agreement and any and all hearings, ordinances and approvals prerequisite to the execution and delivery of this Agreement have been held, enacted or granted and in the processing thereof all notice and hearing requirements under applicable law have been fully complied with, including, but not limited to, open meeting laws of the State of Arizona;

(c) This Agreement has been duly executed and delivered by the City and is a legal, valid and binding agreement of the City enforceable in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and subject to the availability of equitable relief;

(d) To City's knowledge, the consummation of the transactions contemplated in this Agreement do not conflict with, or constitute a material breach of, or material default under, any provision of applicable law or administrative regulation of the State of Arizona or the United States of America or any department, division, agency or instrumentality thereof or any applicable judgment or decree or any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to which the City is a party or may be otherwise subject, to the extent that such conflict, breach or default would materially adversely affect or impact the terms or performance of this Agreement;

(e) To City's knowledge, the City is not in material breach of or material default under any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to which the City is a party or may be otherwise subject and no event has occurred and is continuing that constitutes, or that with the passage of time or the giving of notice or both would constitute, a material breach of or a material default under any such agreement, to the extent that such conflict,

breach or default would materially adversely affect or impact the terms or performance of this Agreement or any of the transactions contemplated by this Agreement;

(f) To City's knowledge, there are no events or conditions, either in any single case or in the aggregate, that materially adversely affect, or in the future, might materially affect the City's condition, financial or otherwise, or materially affect the City's ability to fulfill its obligations under, or carry out, the obligations set forth in this Agreement;

(g) The City has made or will make all required filings with and has obtained all material approvals, consents and orders of any government authority, board, agency or commission having jurisdiction that would constitute a condition precedent to performance by the City of its obligations under this Agreement.

Section 7.2 AzSTA Representations, Warranties and Covenants. The undersigned, on behalf of AzSTA but not individually, represents and warrants to, and covenants with, the City as follows:

(a) Except as otherwise modified by the Act, AzSTA is organized and exists under the laws of the State of Arizona as a corporate and political body having all the rights, powers and immunities of a municipal corporation, and has full legal right, power and authority to (i) enter into this Agreement and (ii) carry out and consummate the transactions contemplated by this Agreement;

(b) Any and all hearings, ordinances and approvals prerequisite to the execution and delivery of this Agreement have been held, enacted or granted and in the processing thereof all notice and hearing requirements under applicable law have been fully complied with, including, but not limited to, open meeting laws of the State of Arizona;

(c) The AzSTA Board (i) has duly authorized and approved the execution and delivery of, and the performance of its obligations under this Agreement and (ii) has duly authorized and approved the consummation of all other transactions contemplated by this Agreement;

(d) This Agreement has been duly executed and delivered by AzSTA and is a legal, valid and binding agreement of AzSTA enforceable in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and subject to the availability of equitable relief;

(e) To AzSTA's knowledge, the consummation of the transactions contemplated in this Agreement will not conflict with or constitute a breach of or default under any provision of applicable law or administrative regulation of the State of Arizona or the United States of America or any department, division, agency or instrumentality thereof or any applicable judgment or decree or any loan agreement, bond, note, resolution, ordinance, indenture, agreement or other instrument to which AzSTA is a party or may be otherwise subject, to the extent that such conflict, breach or default adversely affects or impacts the terms or performance of this Agreement, any of the transactions contemplated by this Agreement;

(f) To AzSTA's knowledge, AzSTA is not in material breach of or default under any such provision, and no event has occurred and is continuing that constitutes, or that with the passage of time or the giving of notice or both would constitute, a breach of or a default under any such provisions, to the extent that such conflict, breach or default adversely affects or impacts the terms or performance of this Agreement or any of the transactions contemplated by this Agreement;

(g) To AzSTA's knowledge, there are no events or conditions that, either in any single case or in the aggregate, materially adversely affect or in the future might (so far as can reasonably be foreseen) materially affect AzSTA's condition, financial or otherwise, or materially affect AzSTA's ability to fulfill its obligations under or carry out the transactions contemplated by this Agreement;

(h) AzSTA has made or will make all required filings with and has obtained all material approvals, consents and orders of any government authority, board, agency or commission having jurisdiction that would constitute a condition precedent to performance by AzSTA of its obligations under this Agreement.

ARTICLE VIII ASSIGNMENT

Section 8.1 Neither AzSTA nor the City may assign this Agreement without the prior written consent of the other Party.

ARTICLE IX EVENTS OF DEFAULT

Section 9.1 City Events of Default. The following shall be "Events of Default" by the City under this Agreement:

(a) If any City warranty or representation proves to be false, misleading, untrue or incorrect in any material respect.

(b) If the City breaches or defaults in the performance or observance of any material covenant, promise, undertaking or agreement contained in this Agreement and fails to cure the same or fails to diligently and continuously pursue or perform the actions necessary to cure the same within thirty (30) days after written notice to the City of such breach or default; provided, however, if the failure stated in the written notice cannot be corrected within the applicable period, AzSTA may consent to an extension of such time if corrective action is instituted by the City as appropriate, within the applicable period and diligently pursued until the default is corrected. In no event shall the cure period set forth in this Section 9.1(b) be longer than one hundred eighty (180) days from the City's receipt of AzSTA's notice.

(c) If the City (i) files a voluntary petition in bankruptcy, (ii) fails to promptly lift any execution, garnishment or attachment, (iii) is adjudicated as a bankrupt, (iv) fails or is unable to pay its debts generally as they become due, (v) admits in writing its inability to pay its debts, (vi) makes a general assignment for the benefit of creditors, (vii) enters into an agreement of composition with creditors, or files a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy statute, as amended, or under any similar acts that may hereafter be enacted,

and such petition is not dismissed within sixty (60) days after service on the City; or if a receiver or trustee or custodian has been appointed in any proceeding for all or substantially all of the City's property or assets; or if the City has requested the appointment of such receiver, trustee or custodian; or if the City is adjudged insolvent under any state insolvency law.

(d) If any suit or legal action materially affecting the Project, the construction of the Project or the operation and use of the Project is filed and the City fails to take steps that AzSTA, in its sole and absolute discretion, determines is satisfactory to defend or resolve such action within ninety (90) days after AzSTA written notice to the City.

(e) If the Project shall be damaged or destroyed by fire or other casualty. However, this shall not be an Event of Default if the City receives insurance proceeds or uses other funds sufficient to repair or restore the Project to its original condition and quality and the City promptly repairs or restores the Project. In no event shall such repair or restoration commence later than sixty (60) days after receipt of said funds.

Section 9.2 AzSTA Events of Default. The following shall be "Events of Default" by AzSTA under this Agreement:

(a) If any AzSTA warranty or representation proves to be false, misleading, untrue or incorrect in any material respect.

(b) If AzSTA breaches or defaults in the performance or observance of any of its covenants, promises, undertakings or agreements contained in this Agreement or fails to perform any requirements under the Act necessary to the satisfaction of its requirements hereunder and shall fail to cure the same or fails to diligently and continuously pursue or perform the actions necessary to cure the same within thirty (30) days after City's written notice to AzSTA of such breach or default; provided, however, if the failure stated in the written notice cannot be corrected within the applicable period, the City shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by AzSTA, as appropriate, within the applicable period and diligently pursued until the default is corrected. In no event shall the cure period set forth in this Section 9.2(b) be longer than one hundred eighty (180) days from AzSTA's receipt of City's notice.

(c) If AzSTA (i) files a voluntary petition in bankruptcy, (ii) fails promptly to lift any execution, garnishment or attachment, (iii) is adjudicated as a bankrupt, (iv) fails or is unable to pay its debts generally as they become due, (v) admits in writing its inability to pay its debts, (vi) makes a general assignment for the benefit of creditors, (vii) enters into an agreement of composition with creditors, or files of a petition applicable to AzSTA in any proceedings instituted under the provisions of the Federal Bankruptcy statutes, as amended, or under any similar acts that may hereafter be enacted, and such petition is not dismissed within sixty (60) days after service on AzSTA; or if a receiver or trustee or custodian has been appointed in any proceeding for all or substantially all of AzSTA's property or assets; or if AzSTA has requested the appointment of such receiver, trustee or custodian; or if AzSTA is adjudged insolvent under any state insolvency law.

Section 9.3 Termination Related to Severed Provision. If any action, rule, law or decision of any legislative or administrative body or of any court should materially impair or materially and adversely affect the enforceability of any term or provision of this Agreement, AzSTA and the City shall take all steps necessary to contest the same and, if not successful in such contest, to extent permissible under applicable law, shall amend this Agreement to further the purpose and intent hereof.

ARTICLE X MISCELLANEOUS

Section 10.1 Waiver. In the event any agreement contained in this Agreement should be breached by any Party and thereafter waived by the other Party, such waiver shall be in writing and signed by an authorized representative of the Party granting the waiver and shall not be deemed to waive any other breach hereunder.

Section 10.2 Accuracy of Representations and Warranties. The Parties acknowledge that each and every representation and warranty in this Agreement shall be true and accurate as of the date of execution of this Agreement, shall constitute a material part of the consideration hereunder and shall survive the execution of this Agreement.

Section 10.3 Amendments. This Agreement may not be changed, modified or rescinded, except in writing, signed by the Parties hereto, and any attempt at oral modification of this Agreement shall be void.

Section 10.4 Notices.

(a) AzSTA and the City shall notify each other in writing:

(i) Promptly of any claim, demand, action, or dispute that involves the rights, interests, properties or obligations of the Parties, particularly those which involves the interpretation of any of the provision of, or the rights of the Parties under, this Agreement or any other claim, demand, action or dispute that may, directly or indirectly, materially affect the Project.

(ii) Immediately of the attachment or seizure, by process of law or otherwise, the Project or any monies held by either Party for the purpose of funding the Project.

(b) Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

As to AzSTA: President, Chief Executive Officer
Tourism and Sports Authority
1 Cardinals Drive
Glendale, Arizona 85305
Attention: Thomas R. Sadler
Facsimile: (623) 433.7510

With a copy to: General Counsel
Tourism and Sports Authority
c/o Fennemore Craig, P.C.
2394 East Camelback, Suite 600
Phoenix, Arizona 85016
Attention: Sarah A. Strunk, Esq.
Facsimile: (602) 916-5527

As to the City: City Manager
Brenda S. Fischer, ICMA-CM
City of Glendale
5850 W. Glendale Ave., Ste. 431
Glendale, Arizona 85301

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

Section 10.5 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement.

Section 10.6 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

Section 10.7 Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

Section 10.8 Governing Law. This Agreement shall be construed in accordance with the law of the State of Arizona.

Section 10.9 Disadvantaged Business Entities. AzSTA has a strong desire and interest in encouraging disadvantaged business enterprises in the same manner and respect as for the multipurpose facility as contemplated by A.R.S. §5-813. Therefore, AzSTA strongly encourages the City to consider implementing disadvantaged business enterprise participation goals for the design, engineering, construction and operation of the Project.

Section 10.10 Conflicts of Interest. The provisions of A.R.S. §38-511 (*cancellation of contracts with State or political subdivisions for conflict of interest*) are applicable to this Agreement and the terms thereof are incorporated herein by this reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____, 2014.

"City"

An Arizona municipal corporation

By: _____

Brenda S. Fischer, ICMA-CM

APPROVED AS TO FORM AND IN ACCORDANCE WITH A.R.S. §11-952(D)

By: _____

City Attorney

"AzSTA"

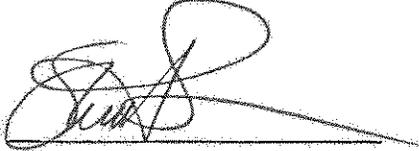
TOURISM AND SPORTS AUTHORITY
d/b/a THE ARIZONA SPORTS AND
TOURISM AUTHORITY RLA 4/9/14

By: Thomas R Sadler

Name: Thomas R. Sadler

Title: President, Chief Executive Officer

APPROVED AS TO FORM AND IN ACCORDANCE WITH A.R.S. §11-952(D)

By:  _____

General Counsel

ORIGINAL

EXHIBIT A

PROJECT SCOPE

Must be completed by Grantee

Estimated Project start date: January 2014

Estimated completion date: June 2014

Description (scope) of Project:

Scope #1 – Install new, up to date park and trail signage. Examples of signs to be fabricated and installed include fire danger, park closure, directional and wayfinder, trail head identification, difficulty, and safety tips.

- The fire danger signs will be installed at the three main entrances and will provide park visitors daily updates on the level of fire danger.
- Park hours at Thunderbird Conservation Park vary throughout the year. The signage will help enhance customer service by allowing staff to adjust the “park opening” clock on the sign as needed. This creates less ambiguity so park patrons have an actual time to reference.
- Directional signage is one of the more important signs as they are placed at various locations of the trail and provide trail distance and difficulty.
- Trail head signs summarize the trail difficulty and provide vital information to advise the trail user what to expect.

Scope #2 – This portion of the Project involves providing sustainable rest nodes. The improvements will include:

- Introduce native trees, boulders, and benches at the trail heads and other areas of the trails to provide natural shade and rest nodes. Enhanced landscape architecture, safety, and functionality will be the priorities.
- Running water is not available to sustain new plant material. Where potable water is not available, staff will engage a contractor to fabricate a watering basin or trough system that will capture rain water and allow staff to import water to the new rest nodes.
- The rest nodes will include interpretative signage to help trail and park users identify the native plant material and wildlife. Trails are great opportunities to teach the public about the environment and natural history. Wildlife refuges and protected public lands provide interpretive facilities to teach about critical habitat issues and the many varieties of ecosystems. Attractive graphics and photos involved.
- Trail kiosks are a common sight at many trailheads. The large, covered bulletin boards provide a variety of information for trail users, including upcoming events and global perspective of the trails.

By completing the Project and creating a safer urban hiking environment, we will successfully embrace our goal to provide safe and aesthetically pleasing parks and facilities. We also share our City Council goals of committing ourselves to public safety, enhancing economic

development; providing high-quality services for citizens, and embracing strong neighborhoods. There are nearly 500,000 visitors annually who benefit from the well maintained urban trails that help make Glendale more liveable; improve the local economy through tourism; preserve and restore open space; and provide opportunities for physical activity to improve fitness and mental health.

EXHIBIT B

PROJECT COSTS

Facility Construction/Renovation (soft costs)						
33 Architectural and engineering fees						
34 Project coordination/oversight services						
35 General conditions						
36 Permits & fees						
37 Construction contingency						
38 Owner contingency						
39 Insurance						
40 Performance and payment bond						
41 Contractor fee						
42 Testing and inspection						
43 Preconstruction services						
44 Taxes						
45 Other						
Subtotal: Facility Construction/Renovation (\$)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROJECT COST SUMMARY						
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Infrastructure and Parking	10,000	3,400	-	3,400	6,600	10,000
Site Work/Landscaping/Irrigation	13,000	2,300	1,100	3,400	9,600	13,000
Facility Construction/Renovation (hard costs)	9,850	3,050	1,550	4,600	5,250	9,850
Equipment	-	-	-	-	-	-
Facility Construction/Renovation (soft costs)	-	-	-	-	-	-
Total Project Cost	\$ 32,850	\$ 8,750	\$ 2,650	\$ 11,400	\$ 21,450	\$ 32,850

Maximum In-Kind Contribution Allowed \$ 2,850.00 (Lesser of 10% of Total Project or 25% of Contribution)
 Status of Actual In-Kind Contribution **Clay**

Applicant and AZSTA Contribution as % of Total Project Cost
 Status of Applicant Contribution vs Total Project Cost
 Applicant **AZSTA**
 35% 65%
Clay

EXHIBIT C

CITY CONTRIBUTION SOURCES

A portion of the Project will be funded through the capital improvement plan; fund 1580-73704, fund 2060-70515, and through Parks Maintenance General Fund Operations; 1000-13040.

EXHIBIT D

SAMPLE PROGRESS REPORTING FORM

(can be downloaded at: <http://www.az-sta.com/>)



**ARIZONA SPORTS AND TOURISM AUTHORITY
YOUTH AND AMATEUR SPORTS
Project Progress Reporting Form**

NOTE: This report is to be submitted to the Arizona Sports and Tourism Authority by the fifteenth of each month during the project's implementation phase (please keep your report to a maximum of two pages). This report and related digital photographs are to be transmitted electronically to the following email address: robin@az-sta.com

If you have questions about the use of this form, please email Robin Lea-Amos at robin@az-sta.com. A current Project Progress Report must be submitted to the Authority prior to a Project Cost Reimbursement being fulfilled by AZSTA.

Organization Name:	
Person Submitting the Report:	
Program Name and Brief Description:	
Period being Reported on:	
Program Start Date:	
Program Completion Date:	
Total Program \$ Value:	
Program \$ Value Completed:	
% of Program Value Completed:	
Describe the work that was completed/implemented during the reporting period:	
At project completion please describe how successful the project was in meeting the goals and objectives stated in the original grant application:	
Other comments:	
# of Photographs Submitted:	
Subject Matter of Photographs:	



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE BELL ROAD ADAPTIVE TRAFFIC SIGNAL CONTROL TECHNOLOGY DEPLOYMENT PROJECT**
Staff Contact: **Cathy Colbath, Interim Executive Director, Transportation Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with Maricopa County for the Bell Road Adaptive Traffic Signal Control Technology Deployment Project.

Background

The City of Glendale is a member of AZTech, a regional traffic management partnership led by the Maricopa County Department of Transportation (MCDOT) and the Arizona Department of Transportation (ADOT). All of the major governmental transportation agencies in the region are members of AZTech, which develops and supports traffic management projects along many of the Valley's heavily traveled roadways.

Analysis

Bell Road, from Loop 303 in Surprise to Loop 101 in Scottsdale, has been identified by AZTech as a corridor that could benefit from Adaptive Traffic Signal Control Technology (ASCT). In association with the AZTech program, the Bell Road ASCT Project consists of upgrading 52 signalized intersections along Bell Road. Five of the 52 intersections are located in the City of Glendale.

The Bell Road ASCT Project will improve traffic flow and congestion along Bell Road, from Loop 303 to Loop 101, by adding more functionality to the signal controllers, allowing them to better adapt to existing traffic conditions. This project extends into seven jurisdictions: Surprise, Peoria, Glendale, Phoenix, Scottsdale, ADOT, and Maricopa County.

Maricopa County will administer the project. Upon completion of the project and acceptance by the city, the county will invoice the city for the local match requirement for the five signals on Bell Road.



CITY COUNCIL REPORT

Community Benefit/Public Involvement

Adaptive traffic signal control technology on Bell Road at 52 signalized intersections will benefit motorists travelling in Glendale and adjacent cities by improving signal timing to be more responsive to current traffic conditions. This technology will improve travel times and decrease congestion on Bell Road.

Budget and Financial Impacts

The total project cost is \$2,455,000 of which Congestion Mitigation and Air Quality (CMAQ) funds will cover \$2,315,065. The local match amount of \$139,935 will be proportionally distributed between seven participating agencies. It is estimated that Glendale's local match will be \$12,825.

Cost	Fund-Department-Account
\$12,825	2210-65005-551000, Smart Traffic Signals

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Resolution

Agreement

RESOLUTION NO. 4789 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION FOR THE BELL ROAD ADAPTIVE TRAFFIC SIGNAL CONTROL TECHNOLOGY DEPLOYMENT PROJECT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement with the Maricopa County Department of Transportation for the Bell Road Adaptive Traffic Signal Control Technology Deployment Project (MAG #: MMA 15-461) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY AND THE CITY OF GLENDALE
FOR THE BELL ROAD ADAPTIVE TRAFFIC SIGNAL CONTROL
TECHNOLOGY DEPLOYMENT PROJECT**

(TT447)

MAG #: MMA15-461

Fed Aid #: CM MMA-0(246)D

CFDA #: 20.205

TRACS #: SZ087 01C

(C-64-14- _____ -M-00)

This Intergovernmental Agreement ("**Agreement**") is between the County of Maricopa, a political subdivision of the State of Arizona (**the "County"**), and the City of Glendale, a municipal corporation (**the "City"**). The County and the 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. A.R.S. §§11-251 and 28-6701, *et seq.*, authorize the County to layout, maintain, control and manage public roads within its respective County, to acquire and condemn property necessary for such purposes, and to enter into this Agreement.
2. A.R.S. § 11-951, *et seq.*, provides that public agencies may 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 lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. The County, acting through the Maricopa County Department of Transportation (MCDOT) and the City, are members of the regional traffic management and traveler information system known as AZTech™ (AZTech). Led by MCDOT, AZTech develops and supports traffic management projects along many of the Valley's heavily traveled roadways.

5. Bell Road and its extension as Frank Lloyd Wright Boulevard is identified as a key east-west arterial extending from State Route 303L (Loop 303) on the west to State Route 101L (Loop 101) on the east.
6. Adaptive Traffic Signal Control Technology (ASCT) has been identified as an important tool to provide improved traffic signal timing adjustments in response to varying traffic volumes and congestion.
7. In association with the AZTech program, the current project (The "Project") consists of the installation of adaptive traffic signal control technology at 52 signalized intersections in four distinct areas along Bell Road and Frank Lloyd Wright Boulevard as identified below:
 - 7.1 Area 1 – 7.0 miles – 21 intersections – Bell Road from Cotton Lane through Avenue of the Arts/114th Avenue, including Loop 303 & Grand Avenue
 - 7.2 Area 2 – 3.4 miles – 13 intersections – Bell Road from 99th Avenue through 73rd Avenue, including Loop 101
 - 7.3 Area 3 – 3.2 miles – 10 intersections – Frank Lloyd Wright from Scottsdale Road through Thompson Peak Parkway, including Loop 101
 - 7.4 Area 4 – 2.0 miles – 8 intersections – Bell Road from 35th Avenue through 19th Avenue, including Interstate - 17 (I-17)
8. Associated with the AZTech Program, this Project is part of an ongoing joint effort by the County and the City to provide for the efficient management of traffic on Bell Road and Frank Lloyd Wright Boulevard in Maricopa County.
9. The Project is funded from local and federal funds. The estimated construction cost is \$2,455,000 with federal funds of \$2,315,065 and a local match of \$139,935.
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 MAG Transportation Improvement Program (TIP):
 - 10.1 Federal Contract Number: CM-MMA-0(246)D
 - 10.2 Catalog of Federal Domestic Assistance (CFDA) Number: CFDA# 20.205
 - 10.3 Fiscal Years: FY 2015
 - 10.4 Total Project Cost: \$2,455,000
 - 10.5 Federal Obligation Award: \$2,315,065
 - 10.6 Funding Sources:
 - i. Congestion Mitigation and Air Quality Funds (CMAQ) – \$2,315,065 Federal Highway Administration (FHWA)
 - ii. Highway User Revenue Funds (HURF) and local revenues – \$139,935 – Local Match – distributed proportionally between the participating agencies: Arizona Department of

Transportation (ADOT), Peoria, Glendale, Phoenix, Surprise, Scottsdale and the County.

10.7 Project Contact Information:

- i. Name: Paul Porell, Project Manager
- ii. Agency: Maricopa County Department of Transportation
- iii. Phone: 602-506-7174
- iv. Email: PaulPorell@mail.maricopa.gov

PURPOSE OF THE AGREEMENT

11. The purposes of this Agreement are to identify the roles and responsibilities of the Parties with respect to the Project and define the cost sharing of the local match for the Project.

TERMS OF THE AGREEMENT

12. **Responsibilities of the County:**

- 12.1 The County shall be the lead agency on all construction and construction management, and shall provide certification of right-of-way with the timely assistance of the City.
- 12.2 The County shall request from the City any necessary right-of-way, utility and environmental clearance background information.
- 12.3 The County shall provide design and installation documents to the City for review in a timely manner.
- 12.4 The County shall apply for no-cost permits for Project work within the City boundaries.
- 12.5 The County shall receive and administer the project federal-aid funding for the duration of the Project.
- 12.6 The County shall contribute the local match for the construction costs for three signals along Bell Road between 99th Avenue and 73rd Avenue (Area 2), currently estimated at \$7,695. If the sum of the local match contributions provided by all of the agencies participating in the Project is insufficient to meet the total federally-mandated local match of 5.7 percent of the total construction cost of the Project, the County shall also contribute the balance of local match necessary to meet the mandated local match of 5.7 percent of the total construction cost, currently estimated at a balance of \$6,555.
- 12.7 Upon completion of construction and approval and acceptance by the City, the County shall invoice the City for the City's local match requirement of the construction costs of the Project for five signals along Bell Road between 99th Avenue and 73rd Avenue (Area 2), currently estimated at \$12,825.
- 12.8 The County shall provide the construction documents for the Project to

the City's representative when completed.

13. Responsibilities of the City:

- 13.1 The City shall provide the County any necessary right-of-way, utility and environmental clearance background information, within 30 days of formal request.
- 13.2 The City shall provide timely review of all design and installation documents provided by the County. The City shall provide comments to the County within 30 calendar days after receiving documents for review from the County.
- 13.3 The City shall issue the County no-cost permits for Project work within the City boundaries.
- 13.4 Within thirty (30) days of receiving the invoice from the County, the City shall contribute the local match requirement of the construction costs of the Project for five signals along Bell Road between 99th Avenue and 73rd Avenue (Area 2), currently estimated at \$12,825.
- 13.5 The City shall own, operate and maintain the equipment installed within the City's jurisdiction as part of this Project upon completion of the Project.

GENERAL TERMS AND CONDITIONS

- 14. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will defend, 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 (including but not limited to vicarious 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 that is 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.
- 15. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors 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 Party with a written notice at least thirty

- (30) days prior to the effective termination date.
16. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
 17. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 17.1 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 the E-Verify program under A.R.S. Section 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.
 - 17.2 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.
 - 17.3 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 to require that the contractor make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 17.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
 18. Each Party to 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 is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
 19. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure continues for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under the circumstances to cure the default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default, the non-defaulting party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

20. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Transportation Director
2901 West Durango Street
Phoenix, AZ 85009

City of Glendale
City Manager (or designee)
5850 West Glendale Avenue
Glendale, AZ 85301

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

21. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
22. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
23. 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.
24. 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. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.
25. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
26. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other

than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

27. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
28. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
29. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
30. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
31. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
32. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
33. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
34. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such party pursuant to this

Agreement.

35. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
36. This Agreement shall be governed by the laws of the State of Arizona.
37. 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.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

CITY OF GLENDALE

Recommended by:



John B. Hauskins, P.E. 4-3-2014
Transportation Director Date

Approved and Accepted by:

Approved and Accepted by:

Denny Barney, Chairman Date
Board of Supervisors

Jerry Weiers Date
Mayor

Attest by:

Attest by:

Fran McCarroll Date
Clerk of the Board

Pam Hanna Date
City Clerk

**APPROVAL OF DEPUTY COUNTY ATTORNEY
AND ATTORNEY FOR THE CITY OF GLENDALE**

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.

Deputy County Attorney Date

City Attorney Date



CITY COUNCIL REPORT

Meeting Date: 4/22/2014
Meeting Type: **Voting**
Title: **AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WILSON ENGINEERS, LLC FOR THE DEER VALLEY ROAD WATERLINE IMPROVEMENTS PROJECT**
Staff Contact: **Craig Johnson, P.E., Executive Director, Water Services**

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a professional services agreement with Wilson Engineers, LLC in an amount not to exceed \$185,732 for waterline improvements located near Deer Valley Road and 67th Avenue.

Background

The city's water distribution system is an array of water mains and lines, valves, hydrants and pump stations. Additionally the system is configured in zones to maximize delivery service for customer needs.

Water Zone Two and Water Zone Three jointly serve the needs of customers in the northern portion of the city with water supplied primarily by the Pyramid Peak Water Treatment Plant. The Hillcrest Ranch Booster Pump Station serves to pump water from the city's Water Zone Two to Water Zone Three and will assist with meeting daily demand and consumption needs.

This agreement will provide design improvements and modifications for distribution piping and improve the ability of the Hillcrest Ranch Booster Pump Station to serve Water Zone Three.

Analysis

Moving water through the city's distribution system is a key component in ensuring uninterrupted service and reliability. This project will improve the redundancy of the system and enhance the current water supply delivery.

Wilson Engineers, LLC was selected from the pre-qualified Engineering Consultants On-Call List to provide services for this project.

Community Benefit/Public Involvement

This project will benefit the community by maintaining an uninterrupted water supply and enhances the water distribution reliability to the Zone Three water service area.



CITY COUNCIL REPORT

Budget and Financial Impacts

Funds are available in the Water Services FY 2013-14 Capital Improvement Project account.

Cost	Fund-Department-Account
\$185,732	2400-61049-551200, Zone 3 Water Supply Imp.

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Agreement

PROFESSIONAL SERVICES AGREEMENT

Deer Valley Road Waterline Improvements
City Project Number 121328

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Wilson Engineers, LLC, an Arizona limited liability company, ("Consultant") as of the ____ day of _____, 20 ____ ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached Exhibit B, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. **Key Personnel; Other Consultants and Subcontractors.**
 - 1.1 **Professional Services.** Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
 - 1.2 **Project Team.**
 - a. **Project Manager.**
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. **Project Team.**
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. **Discharge, Reassign, Replacement.**
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in Exhibit A.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. **Subcontractors.**

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 **Licensing.** Consultant warrants that

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

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

3.4 **Coordination; Interaction.**

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$185,732 as specifically detailed in Exhibit D ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in Exhibit D only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
 - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in Exhibit D and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

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

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

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

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

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

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

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

8.1 **Requirements.** Consultant must obtain and maintain the following insurance ("Required Insurance"):

- a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.
- b. **General Liability.**
 - (1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit.
 - (2) Subconsultants and Subcontractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. **Professional Liability.** Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of \$1,000,000 for each claim and a \$1,000,000 annual aggregate limit.
- d. **Auto.** A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.
- e. **Workers' Compensation and Employer's Liability.** Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

- f. Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Consultant's Policies;
 - (2) Reduction of the coverage limits of any of Consultant's Policies; and
 - (3) Any other material modification of Consultant's Policies related to this Agreement.
- g. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant's Policies, which will confirm the existence or issuance of Consultant's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant's Policies, or to examine Consultant's Policies, or to inform Consultant, Subconsultant, or Subcontractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.
- h. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation and Consultant's professional liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Subconsultants and Subcontractors.

- a. Consultant must also cause its Subconsultants and Subcontractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Subconsultant or Subcontractor if City is satisfied the amounts required are not commercially available to the Subconsultant or Subcontractor and the insurance the Subconsultant or Subcontractor does have is appropriate for the Subconsultant or Subcontractor's work under this Agreement.
- c. Consultant and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

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

10. Notices.

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

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

10.2 Representatives.

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

Stephen Todd
Wilson Engineers, LLC
9633 South 48th St, Suite 290
Phoenix, Arizona 85044

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

City of Glendale
c/o Bill Passmore
Principal Engineer
5850 West Glendale Avenue, Suite 315
Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. **Changes.** Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.
11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.
12. **Entire Agreement; Survival; Counterparts; Signatures.**
- 12.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as Exhibit A, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.
- 12.2 **Interpretation.**
- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 12.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original Agreement period. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with Exhibit E. The final determination will be made by the City.

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

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

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Wilson Engineers, LLC,
an Arizona limited liability company



By: Stephen Todd
Its: Principal

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
City of Glendale
Deer Valley Road Waterline Improvements
City Project Number 121328

PROJECT

DESCRIPTION OF PROJECT:

The Hillcrest Ranch Booster Pump Station (HRBPS) serves to pump water from the City's Water Zone 2 to Water Zone 3 in the event the Pyramid Peak WTP cannot meet the required water demands. The purpose of this project is to modify the waterline distribution system to improve the ability of the HRBPS to better serve Zone 3. To do this a new 36-inch waterline needs to be installed in 67th Avenue through the intersection at Deer Valley Road. The proposed waterline is approximately 400 L.F. and requires tie-ins to existing 24-inch and 36-inch concrete lined steel cylinder pipe.

The City is also requesting that additional distribution system modeling and evaluations be performed to look at different scenarios to supply water to Zone 3 in the event that the Pyramid Peak WTP is off-line. Black and Veatch will be retained as a sub-consultant to perform these services.

The following summarizes the major components of this project:

- Design modifications to existing Zone split valve configurations per attached figure.
- Design new 36" pipeline in Deer Valley Road at 67th Avenue per attached figures.
- Perform additional distribution system modeling and evaluations.

A Construction Manager at Risk (CMAR) will be utilized for this project, in which the contractor would manage all estimating and scheduling as part of their pre-construction services.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

Exhibit B
City of Glendale
Deer Valley Road Waterline Improvements
City Project Number 121323

SCOPE FOR ENGINEERING SERVICES

This Exhibit describes the scope of services and the responsibilities of the Engineer in connection with the design requirements and preparation of a complete set of construction documents for the Deer Valley Road Waterline Modifications Project.

The Engineer will perform those engineering services required to prepare a set of construction documents which address the specific project objectives identified below.

Specific Project Objectives:

The purpose of this project is to implement distribution system piping modifications to improve the ability of the HRBPS to serve Zone 3.

The City is also requesting that additional distribution system modeling and evaluations be performed to look at different scenarios to supply water to Zone 3 in the event that the Pyramid Peak WTP is off-line. Black and Veatch will be retained as a sub-consultant to perform these services.

The following summarizes the major components of this project:

- Design modifications to existing Zone split valve configurations per attached figures.
- Design new 36" pipeline in Deer Valley Road at 67th Avenue per attached figures.
- Perform additional distribution system modeling and evaluations

The City is also requesting that additional distribution system modeling and evaluations be performed to look at different scenarios to supply water to Zone 3 in the event that the Pyramid Peak WTP is off-line. Black and Veatch will be retained as a sub-consultant to perform these services.

Task Series 100 – Project Management Services During Design

Task 101 - Manage Sub-Consultants

The Engineer will select and secure services of those firms providing specific or specialized design services for the Project as accepted by the City in the Engineer's fee proposal. The Engineer will prepare the scope of services performed by each sub-consultant and monitor the sub-consultant's work for timeliness and that it meets Project requirements. The Engineer will coordinate and incorporate the drawings and specifications that are prepared by the sub-consultant(s) into the Project construction documents.

Task 102 - Conduct Meetings

The Engineer will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; and related issues that may affect Project results. The meetings or workshops will consist of the following:

- Monthly progress meetings with City management staff;
- Scheduled review meetings/workshops with City engineering and operations staff;

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting and workshop.

Task 103 – Project Schedule

The Consultant shall prepare a significant event calendar within fourteen (14) days of the Notice to Proceed (NTP). The initial schedule should show the original start date with initial completion date as a reference. One copy of the original overall schedule with original time line and data dates shall be submitted at the project kick-off meeting. Additionally, minimum general time frames for project milestones shall be provided. The Consultant shall update the schedule monthly to keep it current showing comparison with the Baseline/Target schedule. The updated schedule report shall be submitted with the monthly invoice.

Task 104 - Invoices

The Consultant shall submit a projection of monthly project billings with the fee proposal. The projected billings will be consistent with the project tasks, the project schedule, and the fee proposal. The City will provide the format for invoices. Projected invoices, with progress and status reports will be delivered to the City's Project Manager no later than the 25th day of the month. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be determined by the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed, the amount due for the current period, the project balance and the percent complete per tasks.

Task 105 - Cash Flow

The quarterly cash flow schedule will provide information to the City regarding future funds needed to complete the project. It is the responsibility of the Consultant to submit the project life cycle cash flow spreadsheet on a quarterly basis. Non-response to this requirement could delay payments to the Consultant.

The Consultant will collect or estimate the cash flow information from all the parties involved with the project (e.g., design consultants, engineers, construction contractors, etc.) and will combine this information using the Excel four (4) page workbook provided to the Consultant by the city. The Consultant will need to obtain the cash flow information from the Contractor and coordinate this information into the overall cash flow information after the construction contract is awarded. The Consultant will complete the applicable four (4)-page worksheet and send it electronically to Gloria Olaya (golaya@glendaleaz.com) with the Engineering Department. To request an electronic form, address requests to the above. To request by telephone, call 623-930-3630.

Task Series 200 - Preliminary Design Services

Task 201 - Prepare Preliminary Design (30%)

The Engineer will prepare a Preliminary Design (30%) Plan Set. These drawings are used to convey information about the Project's overall approach and configuration to the City and other Project stakeholders. These drawings are not intended for construction.

Task 202 - Prepare an Opinion of Probable Cost for Construction

The Engineer will prepare an opinion of construction cost from the 30% drawings and other preliminary design information. Quantities that can be approximated from schematic drawings and standard specifications will be used to develop costs. The purpose is to have sufficient information to develop a budget that will meet the needs of the Project.

Task Series 300 - Permit, Regulatory and Safety Considerations

Task 301 – Maricopa County Department of Environmental Services (MCDES)

The Engineer will prepare and submit a completed application for "Approval to Construct" certificate including final drawings and specifications to MCDES for their approval. It is important that MCDES issue the "Approval to Construct" certificate prior to the start of construction.

Task Series 400 - Design Development

Task 401 - Ninety Percent (90%) Progress Submittal

Drawings and details in all disciplines should be complete. Specifications should be essentially complete. Design calculations in all disciplines shall be essentially complete and checked. Comments on design, drawings and specifications from previous reviews must have appropriate responses before the 90% progress submittal is submitted.

Task 402 - Final (100%) Submittal

Drawings and specifications should be complete and accepted by the City. All construction documents should be complete and ready for construction pricing of the work.

Task 403 – Opinions of Construction Cost

The Engineer will prepare an opinion of probable construction cost at the 30% and 90% Progress Submittals. Appropriate amounts for contingency and inflation should be included in the opinion of construction cost to reflect anticipated conditions at the time of construction.

Task Series 500 – CMAR Coordination Assistance

Task 501 – Coordination Meetings with CMAR

The Engineer will coordinate with the CMAR contractor to review the project goals, the required improvements, and alternative construction approaches to implement the required improvements.

Task Series 600 – Construction Administration Services

Task 601 – Preconstruction Conference

Conduct a preconstruction conference with the Contractor, the City and other interested parties prior to issuance of the Notice to Proceed. The Consultant will be required to notify all interested parties and affected utilities of the date and time of the preconstruction conference to be held at City Hall. In addition to conducting the meeting, the Consultant will take minutes and issue them to all attendees.

Task 602 – Quality Acceptance

The Consultant shall provide quality acceptance services to perform inspection and acceptance testing for all items of work required by the contract documents. The Consultant shall monitor construction for compliance with the project plans and specifications.

The Consultant shall provide an on-site representative to observe construction activities. The on-site representative shall be available for a minimum of 30 percent of the contract construction period. The on-site representative shall visit the project site during the course of critical construction activities, but not less than two times per week, depending on the status of work per the Contractor's construction schedule.

The Consultant shall bring any deficiencies in the work or materials to the attention of the City and Contractor. Reports of these deficiencies shall be forwarded to the City Project Manager for review. The Consultant will resolve any construction-related problems, conflicts or discrepancies, and will recommend remedial actions, but shall take no action without the prior approval of the City Project Manager.

The on-site representative shall be a full-time employee, shall have a minimum of five years experience in the engineering and/or construction profession, and shall have had prior quality acceptance experience on a project of comparable size and scope. The on-site representative must be approved by the City.

The Consultant shall identify and coordinate with the Contractor all required acceptance material tests require by the City, project specifications and consistent with MAG and the UEC. The contractor shall schedule and coordinate all required tests and provide all necessary source sampling and factory acceptance tests, results and inspection information to the Consultant for review and comment. It shall be the Consultant's responsibility to provide any additional control assurance tests necessary to verify Contractor's compliance with the project plans and specifications.

Task 603 – Construction Schedule Review

The Consultant shall review all updated schedules and approve prior to issuance of monthly progress payments to the Contractor. The Consultant shall initiate any required correspondence necessary to assure the Contractor remains on schedule.

Task 604 – Coordination of Submittal Reviews

The Consultant shall review the contract documents, prepare a list of all required submittals, and provide the schedule to the Contractor. The Consultant shall maintain a submittal log and coordinate all reviews and any necessary resubmittals.

Task 605 – Shop Drawing Review

The Consultant shall review and approve all shop drawings. The Consultant will advise the Contractor before the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Consultant.

Task 606 – Conduct Project Meetings

The consultant shall conduct the project meetings, prepare an agenda and minutes for the meeting and distribute to all attendees.

Task 607 – Payments

Review the Contractor's initial and updated schedule of estimated monthly payments and advise the City as to acceptability. Review the Contractor's monthly payment requests, and forward to the City for final approval and processing. The Consultant's review shall be for the purpose of making an independent opinion of work completed and mathematical check of the Contractor's payment request. Consultant is responsible for verifying the quantities of work which are the basis of the payment requests. The final monthly pay requests will be approved and processed by the City.

Task 608 – Requests for Information

Interpret construction contract documents and respond when requested by the City or Contractor.

Task 609 – Change Order Requests

The Consultant shall review and make recommendations on all change order requests from the Contractor. Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. No change order shall be implemented without the prior approval of the City.

Task 610 – Materials Testing

Materials testing will be the responsibility of the contractor. However, the Consultant shall evaluate and report on tests and test analyses for materials, including concrete, pipe, soil, soil compaction, asphalt, and any other subjects that may be required by the specifications and good construction practices.

Task 611 – Substantial Completion

Upon substantial completion, inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the City and the Contractor.

Task 612 – Final Inspection and Payment

The Consultant will maintain a running deficiency list during the course of the project and keep the Contractor informed as to its current status. The Consultant will conduct, with the assistance of the City, a final inspection and prepare a final punch list, including all items remaining on the deficiency list, as well as any additional items discovered during the final inspection. Subsequent inspections should be anticipated in order to insure completion of all identified deficient items.

Task 613 – Project Closeout

The Consultant will compile a list of required final submittals, including, but not necessarily limited to: record drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required to be provided by the Contractor. The Consultant shall review the project closeout documents for final approval.

- As-Built Drawings: The Consultant shall prepare record as-built drawings of the completed work based upon markups from the Contractor's record drawings and deliver the drawings to the City upon completion of the work.
- Also, submit the final record drawings on computer disk in the appropriate format of ACAD (version 2008 preferred) and in pdf format with seal and signature of engineer of record.

Task Series 650 – Pressure Zone Analyses

Black & Veatch is a subconsultant to Wilson Engineers for this work. This study is to implement modifications to the distribution system to increase reliability to the Zone 3 Water Service area.

Black & Veatch recently completed the Zone 3 Water Supply Improvements Study which evaluated options for supplying water to Zone 3 in the event the Pyramid Peak Water Treatment Plant is off-line or at reduced capacity. The findings of the study recommended that the City of Glendale utilize the existing Hillcrest Ranch Booster Pump Station (HRBS) to supply water from Zone 2 to Zone 3 during a PPWTP outage. In order to utilize the HRBS to supply Zone 3 demand it is necessary to increase the Zone 2 operational deliveries from Cholla WTP which results in increased system pressures in the southeastern portion of Zone 2.

The purpose of this study is to evaluate the City's current pressure zone configuration and operation and recommend distribution system improvements to bring specific areas of concern into compliance with City of Glendale and UPC guidelines (minimum pressure greater than 40 psi and maximum pressure below 80 psi) under varying operating conditions as define in the Zone 3 supply reliability (TM103) and up to three additional (four total) operating scenarios.

Task 651 - Kickoff Meeting and Current System Operation Review Meeting

Black & Veatch Project Manager and Project Engineer will attend the project kick off meeting, and will provide agenda items for the meeting and any required handouts related to the work described herein.

Subsequent to the Kickoff meeting Black & Veatch will conduct a meeting with City of Glendale Staff to review current pressure zone operations, identify and prioritize current operational difficulties, inadequate levels of service or other areas of concern requiring evaluation and improvement. An agenda will be prepared and distributed prior to the meeting. Black & Veatch will provide meeting handouts and a summary of the main action items, discussion summary and decisions following the meeting.

Task 652 - Existing Pressure Zone Operations Evaluation

Using the current hydraulic model Black & Veatch will characterize and evaluate operation in each of the four (4) pressures zone to identify operational difficulties, inadequate level of service or other areas of concern requiring improvement. This task will address items identified in the Zone 3 Hydraulic Analysis Report and up to three other additional issues identified through discussions with the City of Glendale Staff at the Current System Operational Review Meeting.

A total of up to four hydraulic model scenarios will be developed and executed as part of this Task. Prior to beginning work on this task, Black & Veatch will coordinate with City Staff to define the four scenarios that will be evaluated.

Black & Veatch will conduct a review meeting with the City to review the Task 652 findings. Preliminary improvements needed to improve specific operational issues and areas of concern will be identified for further discussion. An agenda will be prepared and distributed prior to the meeting. We will provide meeting handouts and a summary of the main action items, discussion summary and decisions following the meeting.

Task 653 - Development of Pressure Zone Improvements

Based on the outcome of the Task 652 review meeting Black & Veatch will evaluate the alternative operational water system improvements selected using the four Task 652 model scenarios. Improvement schematics will be prepared. Preliminary budgetary level costs for the recommended improvements will be estimated (exclusive of any ROW acquisition). The budgetary costs will be to Class 4 (Low -15% to -30%, and high +20% to +50%) as defined by the Association for the Advancement of Cost Estimators, Inc. (AACEI)

Task 654 - Transient Analyses

Any event which causes a change in flow conditions is a potential source of surge. Typical events include pump start-up, pump stoppage and valve operation. Generally, the greater and more rapid the change in flow condition, the more serious the potential surge problem. City Staff has indicated that surge events are occurring in Zone 3 near the Zone 3 and Zone 2 boundary which is likely due to a sudden valve closure at the Zone 2 / 3 split or a large customer that is suddenly turning on or off one of their supplemental booster pump stations. It is assumed that City staff will provide Black & Veatch with pressure monitoring data that has been conducted as a result of the recent pressure fluctuations observed in Zone 3.

Black & Veatch will review historic billing data, to be provided by the City and will work with City Staff to identify the two largest customers located within the area of influence with large service connections and supplemental booster pump stations. Black & Veatch will develop a skeletonized hydraulic transient model that will include the Pyramid Peak Reservoir and the Zone 2 / Zone 3 Flow split and pipelines to the two identified large customers. Black & Veatch together with the City will request booster station information from these two identified large customers for use in the model.

The transient analysis will identify surge pressures developing in the identified area of Zone 3 and compare the calculated conditions to the pipelines and pressure capacity. Up to four transient scenarios will be considered. These scenarios will be discussed and reviewed with the City.

Should any unacceptable surge condition be identified by the model simulations (high or low pressures, rapid pressure changes, unacceptable air entry, etc.), surge alleviation alternatives will be investigated.

Should the installation of new surge suppression equipment be required, discussions with the City will establish the preferred alternative.

Information to be provided by the City:

- Pressure monitoring data that has been conducted as a result of the recent pressure surges in the Zone 2 and Zone 3 boundary area.
- Historic billing data in the Zone 2 and Zone 3 boundary area along with identification of customers with large service connections and booster pump station
- Contact names and phone numbers for the identified two largest customers.

Deliverables from Black & Veatch:

- Draft and Final Technical Memorandums summarizing modeling results and recommendations from Tasks 652, 653, and 654.
- Meeting agendas, handouts and brief meeting summaries

Task Series 700 – Allowances

Task 701 – Geotechnical Services

The Engineer will provide, through a qualified consultant, the necessary soil borings and soil investigations to analyze conditions present in the area where the proposed Project will be physically located and as required to support the design of the proposed facilities. Any geotechnical information in the City's records for the Project site will be made available to the Engineer.

Task 702 – Survey Services

The Engineer will provide survey services as required to support the field investigation and design of the proposed facility. These services may be provided through a qualified consultant. Survey services will include verification of horizontal and vertical control on existing structures and pipelines. Any survey information in the City's records for the Project site will be made available to the Engineer.

END OF DOCUMENT

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

Exhibit C
City of Glendale
Deer Valley Road Waterline Improvements
City Project Number 121328

PROJECT SCHEDULE

Activity	Duration
Design/Permitting Completion	
Survey and 30% Design	35
Glendale Review of 30% Design	21
Prepare 60% Plans	21
Glendale and MCESD Permit Review	28
Prepare Review 2nd Submittal	14
Glendale and MCESD Permit Review	21
Final Approved Plans	0
Total Design Time	140
Construction schedule will be determined by the Construction Manager at Risk contractor.	

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

See Attached.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$185,732.00.

DETAILED PROJECT COMPENSATION

See Attached.

EXHIBIT D
City of Glendale
Deer Valley Road Waterline Improvements
City Project Number 121328

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Wilson Engineers for full completion of all work required by the Project during the entire term of the Project must not exceed \$185,732.00.

DETAILED PROJECT COMPENSATION

TASK	TASK HOURS	COST
Task 100 - Project Management	82	\$ 10,945.00
Task 200 - Preliminary Design	126	\$ 12,930.00
Task 300 - Permit, regulatory and Safety	13	\$ 1,535.00
Task 400 - Design Development	286	\$ 30,410.00
Task 500 - CMAR Coordination	16	\$ 2,100.00
Task 600 - Construction Administration	367	\$ 42,565.00
Task 650 - Pressure Zone Analyses (Black & Veatch)	318	\$ 56,247.00
Task 700 - Allowances (Geotechnical & Survey)	NA	\$ 5,000.00
Consultant's Reimbursable Expenses	NA	\$ 4,000.00
Owner's Contingency	NA	\$ 20,000.00
TOTAL PROJECT COST:		\$185,732.00

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 **Commitment.** The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 **Application.** The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 **Initiation.** A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 **Informal Resolution.** When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 **Rules.** If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 **Discovery.** The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

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

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

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

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

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

4. Exceptions.

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

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

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



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR INTERNET SERVICES WITH COX ARIZONA TELCOM, LLC**
Staff Contact: **Chuck Murphy, Executive Director, Technology & Innovation**

Purpose and Recommended Action

This is a request for City Council to approve a new 5 year Carrier Service Order (CSO) agreement with Cox Arizona Telcom, LLC d/b/a Cox Business for Internet services at an annual cost of \$18,800 (Exhibit A). Total not to exceed amount for the 5 year CSO contract is \$94,000. This includes the monthly rate of \$1,400 plus applicable taxes, fees and surcharges. This purchase also includes a request for Council to approve a Linking Agreement between the city and Cox Business.

Background

Cox Business provides Internet services to the City at a monthly cost based on the state contract. Cox Business signed a new State contract (ADSP010-000400) that lowered pricing for the services they provide. In order for the city to take advantage of the lower pricing, a new CSO must be signed by the city. The new state contract provides for a lower monthly rate, saving the city approximately \$130 per month, while providing the city higher bandwidth speeds.

The Linking Agreement ensures that rights, responsibilities and legal protections that benefit the State under the State's contract (ADSP010-000400) with Cox Business are also afforded to the city. This Linking Agreement will be in effect for the duration of the existing state contract and will apply to subsequent purchases from Cox Business under this contract.

Cox Arizona Telcom was awarded their contract by the State of Arizona through a competitive bid process. The contract provides the best pricing available for purchase of telecommunication carrier services. Materials Management has reviewed and approved the utilization of the cooperative purchasing agreement of the State Procurement Office for the telecommunication purchase. Materials Management concurs the cooperative purchase is in the best interest of the city.

Analysis

The higher bandwidth will improve services to Glendale citizens and employees by reducing Internet delays and providing growth for future needs. The city will also benefit from the approximate annual cost savings of \$1,560. The contract may be terminated by the city at any time with 30 days written notice to the provider.



CITY COUNCIL REPORT

Previous Related Council Action

On May 28, 2013, Council adopted resolution No. 461 New Series to allow continued use of Arizona State cooperative purchasing agreements.

Budget and Financial Impacts

Funding for this item is available in the Telephone budget in the amount of \$18,800 annually.

Cost	Fund-Department-Account
\$18,800	1100-11520-514600, Telephone Fund

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Agreement

**AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Cox Arizona Telcom, LLC d/b/a COX BUSINESS**

THIS AGREEMENT (this "Agreement") is entered into as of April _____, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Cox Arizona Telcom, LLC d/b/a Cox Business ("Contractor"), collectively, the "Parties."

RECITALS

A. After a bid solicitation on April 1, 2010, the State of Arizona entered into Telecommunications Carrier Services Agreement ADSPO10-000400 with Contractor (the "TCS Agreement"), which is incorporated in the Agreement by this reference.

B. The City is permitted to purchase the Services under the TCS Agreement without further public bidding, and the TCS Agreement permits its cooperative use by other governmental agencies, including the City.

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

D. The City desires to contract with Contractor for supplies, goods or services that are described and priced under the TCS Agreement and that Contractor is eligible to provide the State of Arizona under the TCS Agreement. Pursuant to the terms of the TCS Agreement, Contractor consents to the City's utilization of the TCS Agreement as the basis of this Agreement.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first set forth above and expires on December 1, 2018, or the termination of the TCS Agreement, whichever occurs first.
2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor shall provide City the supplies, goods or services Contractor is eligible to provide the State of Arizona under the TCS Agreement, subject to its terms, conditions and pricing.
 - b) Each party agrees to comply with all the terms, conditions and specifications of the TCS Agreement applicable to the respective parties for the purposes of this Agreement, and the terms, conditions, and specifications of the TCS Agreement are incorporated in the Agreement by this reference. The "City of Glendale" is substituted for "State of Arizona" or similar reference to the State of Arizona throughout the TCS Agreement.
3. Compensation. City shall pay Contractor the same compensation the State of Arizona pays Contractor under the TCS Agreement under Attachment 14, titled Prices and Pricing, as amended, in the TCS Agreement. In addition, the total purchase price for the Services described in Exhibit A to this Agreement is not to exceed Ninety Four Thousand Dollars (\$94,000). In addition, the City may from time to time elect to purchase additional goods and services from Contractor pursuant to the TCS Agreement, and the City will make such purchases using Contractor's "carrier service order" form or similar documents, and the City will comply with all applicable laws regarding procurement and approval of such purchases.
 4. Payments. The City shall pay Contractor in the name of Cox Business.
 5. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.
 6. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.

[SIGNATURES ON FOLLOWING PAGE]

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

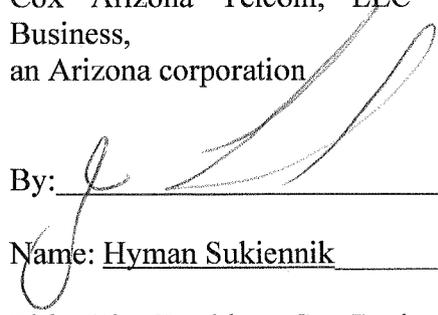
“City”

City of Glendale, an Arizona
municipal corporation

By: _____
Brenda S. Fischer, City Manager

“Contractor”

Cox Arizona Telcom, LLC d/b/a Cox
Business,
an Arizona corporation

By:  _____
Name: Hyman Sukiennik
Title: Vice President, Cox Business Arizona

Approved as to Form:

Michael D. Bailey, City Attorney

Exhibit A
[Cox Optical Internet Upgrade Proposal]

City of Glendale
6835 N. 57th Drive
Acct 1481956-01



Cox Optical Internet Upgrade Proposal
November 15, 2013
Per Terms & Conditions of State Contract ADSP010-000400

Proposal

Services	Select	Qty	Unit Install	Total Install	Unit MRC	Total MRC
Cox Optical Internet (Fiber) <i>Additional local loop and access charges not needed</i>						
50Mbps	<input checked="" type="checkbox"/>	1	\$0.00	\$0.00	\$1,400.00	\$1,400.00
TOTAL						\$1,400.00

Additional Notes

Term: 5 year term

City of Glendale
Organization Name

Authorized Signature

Type or write name

Date

Cox Business
Organization Name

Authorized Signature
Ayman Sukrennik

Type or write name
3-26-14

Date

Please return signed form to melissa.dus@cox.com or fax to 877.873.2075



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **ADOPT AN ORDINANCE TO ABANDON AN ACCESS EASEMENT AND
ACCEPT A NEW ACCESS EASEMENT AT THE CITY OF GLENDALE OWNED
83RD AVENUE SEWER LIFT STATION**
Staff Contact: **Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt an ordinance authorizing the abandonment of an existing access easement and acceptance of a new access easement, along 83rd Avenue from the intersection of 83rd Avenue and Campo Bello Drive to the City of Glendale owned 83rd Avenue Sewer Lift Station.

Background

BCC Development, Inc., the owner of Arrowhead Cadillac, has requested the abandonment of an approximately 15,410.2 square foot access easement along 83rd Avenue, from the west side of the intersection at Campo Bello Drive to the city's 83rd Avenue Sewer Lift Station. This easement was dedicated to the city by a previous owner to allow access for chemical delivery and maintenance vehicles to the sewer lift station. The easement does not match the new parking lot configuration that Arrowhead Cadillac uses to park their vehicles. Immediately after abandonment of this easement, a new 31,051 square foot access easement that follows Arrowhead Cadillac's new parking lot configuration will be dedicated to the city.

Analysis

- Staff recommends approval of the easement abandonment and the acceptance of a new access easement.
- There are no costs incurred as a result of this action.

Attachments

Ordinance

Easement

Map

ORDINANCE NO. 2887 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT OF AN ACCESS EASEMENT OF APPROXIMATELY 15,410.2 SQUARE FEET LOCATED AT 83RD AVENUE, FROM THE WEST SIDE OF THE INTERSECTION AT CAMPO BELLO DRIVE TO THE CITY'S 83RD AVENUE SEWER LIFT STATION TO THE OWNERS OF RECORD OF THE ABUTTING PROPERTY; AUTHORIZING THE ACCEPTANCE OF A NEW ACCESS EASEMENT OF APPROXIMATELY 31,051 SQUARE FEET ALONG 83RD AVENUE FROM THE INTERSECTION AT CAMPO BELLO DRIVE TO THE CITY'S 83RD AVENUE SEWER LIFT STATION; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

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

SECTION 1. That the current 15,410.2 square foot access easement located at approximately 83rd Avenue, from the west side of the intersection at Campo Bello Drive to the City's 83rd Avenue Sewer Lift Station is hereby abandoned to the abutting property owners as their interest may appear in the records of the Maricopa County Recorder's Office on the date upon which this ordinance is recorded and that title to the released property shall vest as provided by law. The legal description and map of said property is as follows:

[See Exhibit "A" attached hereto and incorporated herein.]

SECTION 2. That the access easement of approximately 31,051 square feet located at approximately 83rd Avenue at Campo Bello Drive from the west side of the intersection to the City's 83rd Avenue Sewer Lift Station is hereby accepted. The proposed access easement, legal description and map of said property is as follows:

[See Exhibit "B" attached hereto and incorporated herein.]

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

e_aban_83 campo bello

EXHIBIT A FOR REFERENCE ONLY

 **Entellus™**
2255 N. 44th Street, Suite 125
Phoenix, AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Email: www.entellus.com

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
THE SOUTHWEST QUARTER OF SECTION 35
TOWNSHIP 4 NORTH, RANGE 1 EAST,
PARCEL # 200-43-007N
ACCESS EASEMENT ABANDONMENT



That portion of a parcel of land as described in Document # 2012-0992740, records of MARICOPA COUNTY, ARIZONA, located within the SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 1 EAST, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said portion having been previously described in Document # 2005-0144516 and being more particularly described as follows:

COMMENCING at the SOUTH QUARTER CORNER OF SAID SECTION 35, said corner being monumented with BRASS CAP IN HAND HOLE, from which the SOUTHWEST CORNER OF SAID SECTION 35 (witnessed by a brass cap in hand hole 0.40' West of true corner location) bears SOUTH 89° 47' 42" WEST, a distance of 2644.61 FEET more or less;

THENCE, SOUTH 89° 47' 42" WEST, along the South Section line of said SECTION 35 a distance of 1453.99 FEET to a point;

THENCE, NORTH 00° 12' 18" EAST, departing and perpendicular to the South line of said Section 35, a distance of 141.33 FEET to a Found ½" Rebar marking the Westerly Right-Of-Way line of 83rd Avenue;

THENCE, NORTH 01° 19' 42" WEST, along said Right-Of-Way a distance of 159.30 FEET (Measured) to a Found ½" Rebar marking an angle point;

THENCE, NORTH 04° 21' 48" EAST, continuing along said Right-Of-Way a distance of 241.20 FEET (Measured) to a Found ½" Rebar marking a point of curvature;

THENCE, continuing along said Right-Of-Way with a curve, turning to the left, with an arc length of 273.48 FEET (Measured), with a radius of 1432.39 FEET, with a chord bearing of NORTH 12° 03' 32" WEST, with a chord length of 273.06 FEET, to a Found ½" Rebar marking the boundary of Parcel "1" and "2" per "Record of Survey" as found in Book 473 of Maps, Page 7 of the Maricopa County Recorder;

(continued on Page 2 of 4)

EXHIBIT A FOR REFERENCE ONLY

 **Entellus™**
2255 N. 44th Street Suite 125
Phoenix, AZ 85008.3279
Tel 602.244.2566
Fax 602.244.8947
Email: www.entellus.com

(continued from Page 1 of 4)

THENCE, continuing along said Right-Of-Way and curve,
turning to the left,
with an arc length of 78.22 FEET,
with a radius of 1432.39 FEET,
with a chord bearing of NORTH 19° 05' 34" WEST,
with a chord length of 78.21 FEET,
to a point being the POINT OF BEGINNING;

THENCE, continuing along said Right-Of-Way and curve,
turning to the left,
with an arc length of 48.04 FEET,
with a radius of 1432.39 FEET,
with a chord bearing of NORTH 21° 37' 04" WEST,
with a chord length of 48.04 FEET,
to a point;

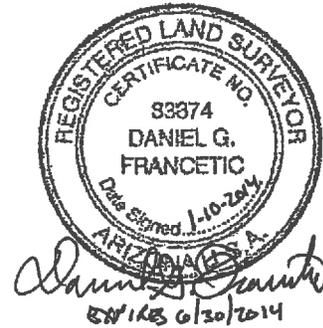
THENCE, SOUTH 77° 32' 37" WEST a distance of 19.25 FEET to a point;

THENCE, with a curve,
turning to the right,
with an arc length of 34.25 FEET,
with a radius of 25.00 FEET,
with a chord bearing of NORTH 63° 12' 45" WEST,
with a chord length of 31.63 FEET,
to a point of reverse curvature;

THENCE, with last-mentioned curve,
turning to the left,
with an arc length of 244.81 FEET,
with a radius of 1396.31 FEET,
with a chord bearing of NORTH 28° 59' 29" WEST,
with a chord length of 244.49 FEET,
to a point;

THENCE, NORTH 10° 38' 40" WEST a distance of 39.35 FEET to a point on a non-tangent curve;

THENCE, with last-mentioned non-tangent curve,
turning to the left,
with an arc length of 125.28 FEET,
with a radius of 1412.38 FEET,
with a chord bearing of NORTH 38° 01' 15" WEST,
with a chord length of 125.24 FEET,
to a point;



(continued on Page 3 of 4)

EXHIBIT A FOR REFERENCE ONLY

 **Entellus™**
2255 N. 44th Street Suite 125
Phoenix, AZ 85008.8279
Tel 602.244.2566
Fax 602.244.8947
Email: www.entellus.com

(continued from Page 2 of 4)

THENCE, NORTH 39° 22' 11" WEST a distance of 12.79 FEET to a point;

THENCE, NORTH 52° 04' 05" EAST a distance of 25.08 FEET to a point on said West Right-of-Way line of 83rd Avenue;

THENCE, NORTH 37° 55' 55" WEST along said West Right-of-Way line, a distance of 57.10 FEET to a point;

THENCE, SOUTH 26° 38' 28" WEST a distance of 24.68 FEET to a point of curvature;

THENCE, with a curve,
turning to the left,
with an arc length of 53.98 FEET,
with a radius of 47.00 FEET,
with a chord bearing of SOUTH 06° 15' 37" EAST,
with a chord length of 51.06 FEET,
to a point;

THENCE, SOUTH 39° 09' 41" EAST a distance of 16.94 FEET to a point on a non-tangent curve;

THENCE, with last-mentioned non-tangent curve,
turning to the right,
with an arc length of 81.68 FEET,
with a radius of 1388.38 FEET,
with a chord bearing of SOUTH 38° 52' 36" EAST,
with a chord length of 81.66 FEET,
to a point on a non-tangent curvature;

THENCE, with last-mentioned non-tangent curve,
turning to the right,
with an arc length of 34.74 FEET,
with a radius of 83.10 FEET,
with a chord bearing of SOUTH 26° 24' 21" EAST,
with a chord length of 34.49 FEET,
to a point;

THENCE, SOUTH 15° 59' 21" EAST a distance of 30.53 FEET to a point on a non-tangent curve;



(continued on Page 4 of 4)

EXHIBIT A FOR REFERENCE ONLY

 **Entellus™**
2255 N. 14th Street, Suite 125
Phoenix, AZ 85008.8279
Tel: 602.244.2566
Fax: 602.244.8947
Email: www.entellus.com

(continued from Page 3 of 4)

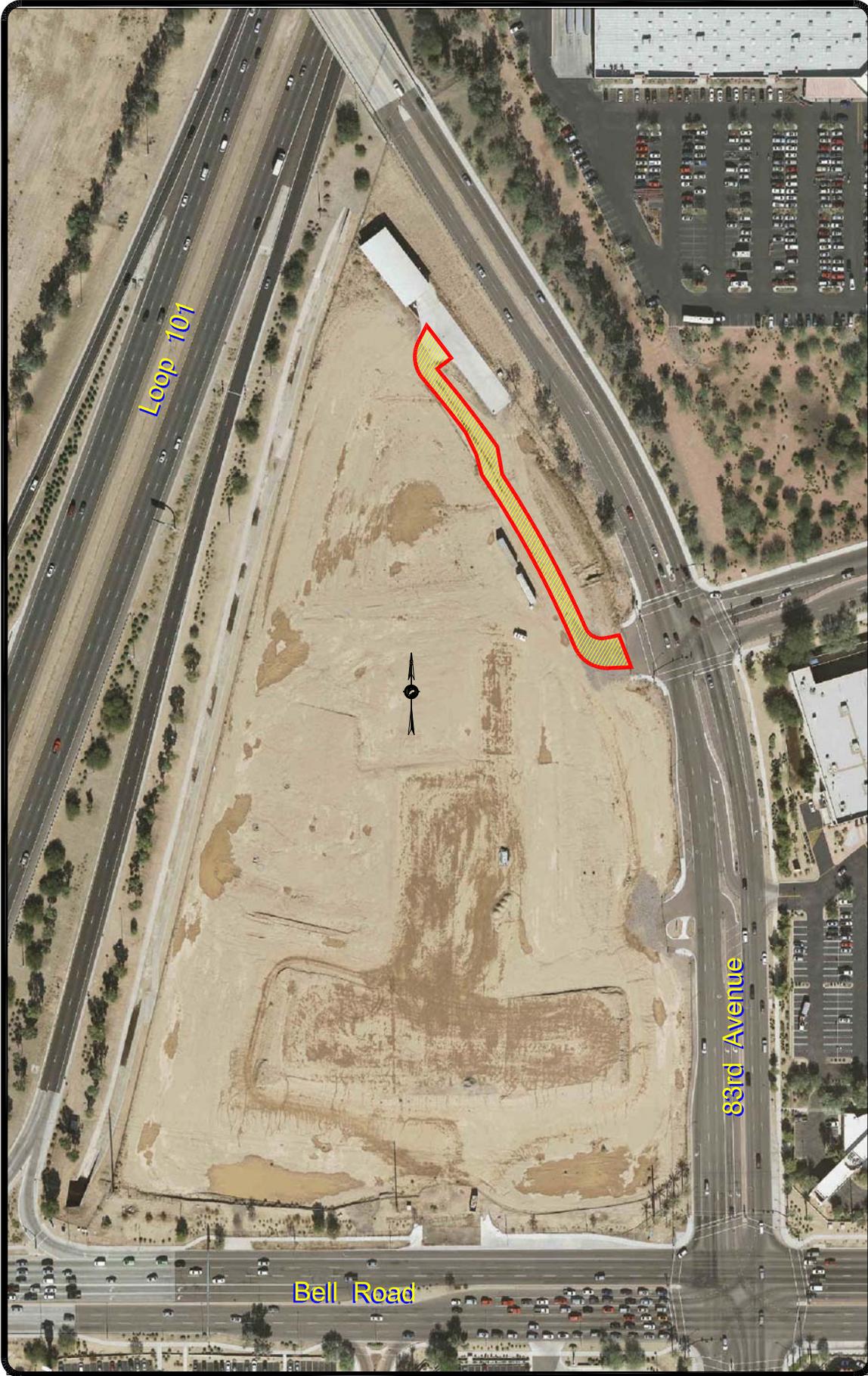
THENCE, with last-mentioned non-tangent curve,
turning to the right,
with an arc length of 273.82 FEET,
with a radius of 1372.30 FEET,
with a chord bearing of SOUTH 28° 52' 16" EAST,
with a chord length of 273.37 FEET,
to a point of reverse curvature;

THENCE, with a curve,
turning to the left,
with an arc length of 61.14 FEET,
with a radius of 49.00 FEET,
with a chord bearing of SOUTH 58° 54' 08" EAST,
with a chord length of 57.25 FEET,
to a point;

THENCE, NORTH 85° 21' 01" EAST a distance of 29.96 FEET to the POINT OF
BEGINNING;

Containing an area of 15,410.2 SQUARE FEET OR 0.354 ACRES more or less.





**ABANDONMENT OF THE 83RD AVENUE
SEWER LIFT STATION ACCESS EASEMENT**

EXHIBIT B FOR REFERENCE ONLY

When recorded, return to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

ACCESS EASEMENT

For Ten Dollars (\$10.00) paid in hand, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BCC DEVELOPMENT, INC., an Arizona corporation (“Grantor”), hereby grants to the CITY OF GLENDALE, an Arizona Municipal Corporation (the “City”), a non-exclusive easement to install, repair, operate, maintain and remove the 83rd Avenue Sewage Lift Station and appurtenant facilities (the “Facilities”) upon, over and under the surface of the following described property (the “Easement Property”):

See legal description attached hereto as Exhibit “A” and incorporated herein by this reference

Together with (i) the right of ingress and egress to, from, across and along the Grantor’s property as reasonably designated by Grantor; (ii) the right to use lands adjacent to said Easement Property and reasonably identified by Grantor for temporary periods of initial construction; and (iii) the right to trim or remove any trees or shrubs within the Easement Property that in the judgment of the City may interfere with the construction, operation or maintenance of said Facilities. Grantor reserves the right to use the Easement Property for any purposes not inconsistent with the City’s rights granted herein, including without limitation, the installation and maintenance of pavement.

By accepting this easement, the City agrees to exercise reasonable care to avoid any damage to said real property above described or affected hereby and to restore any damage caused by the exercise thereof.

EXEMPT PURSUANT TO A.R.S. §§11-1134(A)(2), 11-1134(A)(3)

NWC 83rd Ave/Bell Rd

EXHIBIT B FOR REFERENCE ONLY

DATED this ____ day of February, 2014.

BCC DEVELOPMENT, INC.,
an Arizona corporation

By: _____
Name: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument is acknowledged before me this ____ day of February, 2014, by _____ as _____ of BCC Development, Inc., an Arizona corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____

EXHIBIT A SEWER LIFT STATION ACCESS EASEMENT DESCRIPTION

A portion of the Southwest quarter of Section 35, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows;

COMMENCING at the intersection of 83rd Avenue and Bell Road, monumented with a brass cap in handhole, which bears North 89 degrees 47 minutes 30 seconds West 1362.20 feet from the South quarter corner of said Section 35, monumented with a brass cap in handhole;
 Thence along the South line of the Southwest quarter of said Section 35, North 89 degrees 47 minutes 30 seconds West 437.60 feet;
 Thence North 00 degrees 12 minutes 30 seconds East 118.82 feet to a point on the North right of way line of Bell Road as shown on the Amended Map of Dedication and Grant of Easements for Arrowhead Mall recorded in Book 349 of Maps, page 43, records of Maricopa County, Arizona;
 Thence North 00 degrees 00 minutes 00 seconds East 635.84 feet to the beginning of a tangent curve to the right with a radius of 120.00 feet;
 Thence along said tangent curve through a central angle of 51 degrees 46 minutes 56 seconds an arc length of 108.45 feet;
 Thence North 23 degrees 21 minutes 51 seconds West 59.41 feet;
 Thence North 00 degrees 00 minutes 00 seconds East 228.89 feet;
 Thence North 90 degrees 00 minutes 00 seconds East 2.42 feet to a point known for the purposes of this description as Point "A" said point being the POINT OF BEGINNING;
 Thence North 00 degrees 00 minutes 00 seconds East 123.45 feet;
 thence North 52 degrees 26 minutes 33 seconds East 16.00 feet;
 Thence North 38 degrees 00 minutes 39 seconds West 72.82 feet to the beginning of a tangent curve with a radius of 27.05 feet;
 Thence along said tangent curve to the right through a central angle of 82 degrees 26 minutes 33 seconds arc length of 38.93 feet to a point on the West right of way line of 83rd Avenue as shown on the Amended Map of Dedication and Grant of Easements for Arrowhead Mall recorded in Book 349 of Maps, page 43, records of Maricopa County, Arizona;
 Thence along said West right of way line of 83rd Avenue, South 37 degrees 33 minutes 16 seconds East 191.09 feet to the beginning of a non-tangent curve the center of which bears South 55 degrees 04 minutes 04 seconds West 1432.39 feet;

(DESCRIPTION CONTINUED ON NEXT SHEET)



JOB NO.: 131124
 SECTION: 35
 TOWNSHIP: 4 NORTH
 RANGE: 1 EAST
 DATE: 1/3/14
 SHEET 1 OF 2



STATEWIDE SERVICE IN ARIZONA
www.alliancelandsurveying.com

7900 N. 70th AVENUE TEL (623) 972-2200
 SUITE 104 FAX (623) 972-1616
 GLENDALE, AZ 85305

EXHIBIT B FOR REFERENCE ONLY

Thence Southeasterly along said non-tangent curve to the right through a central angle of 00 degrees 48 minutes 49 seconds an arc length of 20.34 feet;

Thence South 00 degrees 00 minutes 00 seconds East 236.70 feet;

Thence South 22 degrees 49 minutes 44 seconds East 42.96 feet;

Thence South 16 degrees 09 minutes 15 seconds East 3.50 feet to the beginning of a tangent curve with a radius of 12.00 feet;

Thence along said tangent curve to the left, through a central angle of 90 degrees 00 minutes 00 seconds an arc length of 18.85 feet;

Thence North 73 degrees 50 minutes 45 seconds East 110.14 feet to the beginning of a non-tangent curve the center of which bears South 67 degrees 34 minutes 58 seconds West 1432.39 feet, said point being on the said West right of way line of 83rd Avenue;

Thence Southeasterly along said non-tangent curve to the right through a central angle of 02 degrees 46 minutes 12 seconds an arc length of 69.25 feet;

Thence South 73 degrees 53 minutes 40 seconds West 20.86 feet;

Thence South 76 degrees 40 minutes 16 seconds West 27.60 feet;

Thence South 80 degrees 20 minutes 01 seconds West 36.31 feet;

Thence South 84 degrees 22 minutes 25 seconds West 34.19 feet;

Thence South 88 degrees 35 minutes 29 seconds West 41.64 feet;

Thence North 15 degrees 56 minutes 49 seconds West 104.83 feet;

Thence North 00 degrees 11 minutes 05 seconds West 143.80 feet;

Thence North 60 degrees 56 minutes 43 seconds West 86.79 feet to the POINT OF BEGINNING.

EXCEPT the following described parcel;

COMMENCING at said Point "A";

Thence North 79 degrees 08 minutes 31 seconds East 40.30 feet to the POINT OF BEGINNING;

Thence North 00 degrees 00 minutes 00 seconds East 50.00 feet;

Thence North 90 degrees 00 minutes 00 seconds East 18.00 feet;

Thence South 58 degrees 34 minutes 14 seconds East 21.10 feet;

Thence South 00 degrees 11 minutes 05 seconds East 48.00 feet;

Thence South 90 degrees 00 minutes 00 seconds West 18.15 feet;

Thence North 63 degrees 26 minutes 06 seconds West 20.12 feet to the POINT OF BEGINNING.



EXPIRES 3/31/15

JOB NO.: 131124
SECTION: 35
TOWNSHIP: 4 NORTH
RANGE: 1 EAST
DATE: 1/3/14
SHEET 2 OF 2



STATEWIDE SERVICE IN ARIZONA
www.alliancelandsurveying.com

7900 N. 70th AVENUE TEL (623) 972-2200
SUITE 104 FAX (623) 972-1616
GLENDALE, AZ 85303

EXHIBIT B FOR REFERENCE ONLY

OUTER LOOP

LOOP 101

FOR
INFORMATION
ONLY

SEWER LIFT
STATION

17500

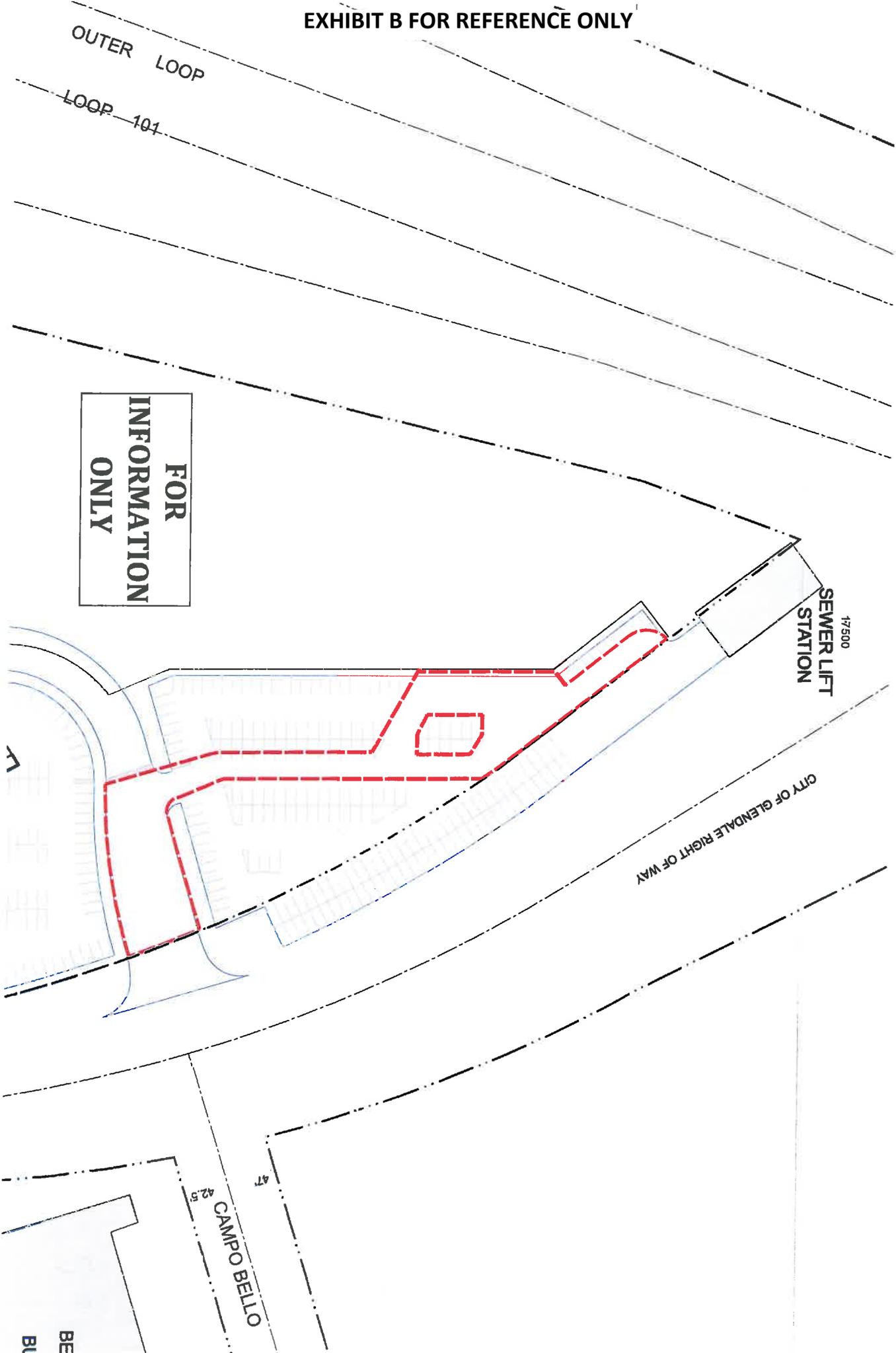
CITY OF GLENDALE RIGHT OF WAY

CAMPO BELLO

47

42.5

BE
BL





**83RD AVENUE SEWER LIFT STATION
ACCESS EASEMENT**

When recorded, return to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

ACCESS EASEMENT

For Ten Dollars (\$10.00) paid in hand, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BCC DEVELOPMENT, INC., an Arizona corporation (“Grantor”), hereby grants to the CITY OF GLENDALE, an Arizona Municipal Corporation (the “City”), a non-exclusive easement to install, repair, operate, maintain and remove the 83rd Avenue Sewage Lift Station and appurtenant facilities (the “Facilities”) upon, over and under the surface of the following described property (the “Easement Property”):

See legal description attached hereto as Exhibit “A” and incorporated herein by this reference

Together with (i) the right of ingress and egress to, from, across and along the Grantor’s property as reasonably designated by Grantor; (ii) the right to use lands adjacent to said Easement Property and reasonably identified by Grantor for temporary periods of initial construction; and (iii) the right to trim or remove any trees or shrubs within the Easement Property that in the judgment of the City may interfere with the construction, operation or maintenance of said Facilities. Grantor reserves the right to use the Easement Property for any purposes not inconsistent with the City’s rights granted herein, including without limitation, the installation and maintenance of pavement.

By accepting this easement, the City agrees to exercise reasonable care to avoid any damage to said real property above described or affected hereby and to restore any damage caused by the exercise thereof.

EXEMPT PURSUANT TO A.R.S. §§11-1134(A)(2), 11-1134(A)(3)

NWC 83rd Ave/Bell Rd

DATED this ____ day of February, 2014.

BCC DEVELOPMENT, INC.,
an Arizona corporation

By: _____
Name: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument is acknowledged before me this ____ day of February, 2014, by
_____ as _____ of BCC Development, Inc., an Arizona
corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____

EXHIBIT A SEWER LIFT STATION ACCESS EASEMENT DESCRIPTION

A portion of the Southwest quarter of Section 35, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows;

COMMENCING at the intersection of 83rd Avenue and Bell Road, monumented with a brass cap in handhole, which bears North 89 degrees 47 minutes 30 seconds West 1362.20 feet from the South quarter corner of said Section 35, monumented with a brass cap in handhole;
Thence along the South line of the Southwest quarter of said Section 35, North 89 degrees 47 minutes 30 seconds West 437.60 feet;
Thence North 00 degrees 12 minutes 30 seconds East 118.82 feet to a point on the North right of way line of Bell Road as shown on the Amended Map of Dedication and Grant of Easements for Arrowhead Mall recorded in Book 349 of Maps, page 43, records of Maricopa County, Arizona;
Thence North 00 degrees 00 minutes 00 seconds East 635.84 feet to the beginning of a tangent curve to the right with a radius of 120.00 feet;
Thence along said tangent curve through a central angle of 51 degrees 46 minutes 56 seconds an arc length of 108.45 feet;
Thence North 23 degrees 21 minutes 51 seconds West 59.41 feet;
Thence North 00 degrees 00 minutes 00 seconds East 228.89 feet;
Thence North 90 degrees 00 minutes 00 seconds East 2.42 feet to a point known for the purposes of this description as Point "A" said point being the POINT OF BEGINNING;
Thence North 00 degrees 00 minutes 00 seconds East 123.45 feet;
thence North 52 degrees 26 minutes 33 seconds East 16.00 feet;
Thence North 38 degrees 00 minutes 39 seconds West 72.82 feet to the beginning of a tangent curve with a radius of 27.05 feet;
Thence along said tangent curve to the right through a central angle of 82 degrees 26 minutes 33 seconds arc length of 38.93 feet to a point on the West right of way line of 83rd Avenue as shown on the Amended Map of Dedication and Grant of Easements for Arrowhead Mall recorded in Book 349 of Maps, page 43, records of Maricopa County, Arizona;
Thence along said West right of way line of 83rd Avenue, South 37 degrees 33 minutes 16 seconds East 191.09 feet to the beginning of a non-tangent curve the center of which bears South 55 degrees 04 minutes 04 seconds West 1432.39 feet;

(DESCRIPTION CONTINUED ON NEXT SHEET)



JOB NO.: 131124
SECTION: 35
TOWNSHIP: 4 NORTH
RANGE: 1 EAST
DATE: 1/3/14
SHEET 1 OF 2



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GLENDALE, AZ 85305

Thence Southeasterly along said non-tangent curve to the right through a central angle of 00 degrees 48 minutes 49 seconds an arc length of 20.34 feet;

Thence South 00 degrees 00 minutes 00 seconds East 236.70 feet;

Thence South 22 degrees 49 minutes 44 seconds East 42.96 feet;

Thence South 16 degrees 09 minutes 15 seconds East 3.50 feet to the beginning of a tangent curve with a radius of 12.00 feet;

Thence along said tangent curve to the left, through a central angle of 90 degrees 00 minutes 00 seconds an arc length of 18.85 feet;

Thence North 73 degrees 50 minutes 45 seconds East 110.14 feet to the beginning of a non-tangent curve the center of which bears South 67 degrees 34 minutes 58 seconds West 1432.39 feet, said point being on the said West right of way line of 83rd Avenue;

Thence Southeasterly along said non-tangent curve to the right through a central angle of 02 degrees 46 minutes 12 seconds an arc length of 69.25 feet;

Thence South 73 degrees 53 minutes 40 seconds West 20.86 feet;

Thence South 76 degrees 40 minutes 16 seconds West 27.60 feet;

Thence South 80 degrees 20 minutes 01 seconds West 36.31 feet;

Thence South 84 degrees 22 minutes 25 seconds West 34.19 feet;

Thence South 88 degrees 35 minutes 29 seconds West 41.64 feet;

Thence North 15 degrees 56 minutes 49 seconds West 104.83 feet;

Thence North 00 degrees 11 minutes 05 seconds West 143.80 feet;

Thence North 60 degrees 56 minutes 43 seconds West 86.79 feet to the POINT OF BEGINNING.

EXCEPT the following described parcel;

COMMENCING at said Point "A";

Thence North 79 degrees 08 minutes 31 seconds East 40.30 feet to the POINT OF BEGINNING;

Thence North 00 degrees 00 minutes 00 seconds East 50.00 feet;

Thence North 90 degrees 00 minutes 00 seconds East 18.00 feet;

Thence South 58 degrees 34 minutes 14 seconds East 21.10 feet;

Thence South 00 degrees 11 minutes 05 seconds East 48.00 feet;

Thence South 90 degrees 00 minutes 00 seconds West 18.15 feet;

Thence North 63 degrees 26 minutes 06 seconds West 20.12 feet to the POINT OF BEGINNING.



JOB NO.: 131124
SECTION: 35
TOWNSHIP: 4 NORTH
RANGE: 1 EAST
DATE: 1/3/14
SHEET 2 OF 2



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OUTER LOOP

LOOP 101

FOR
INFORMATION
ONLY

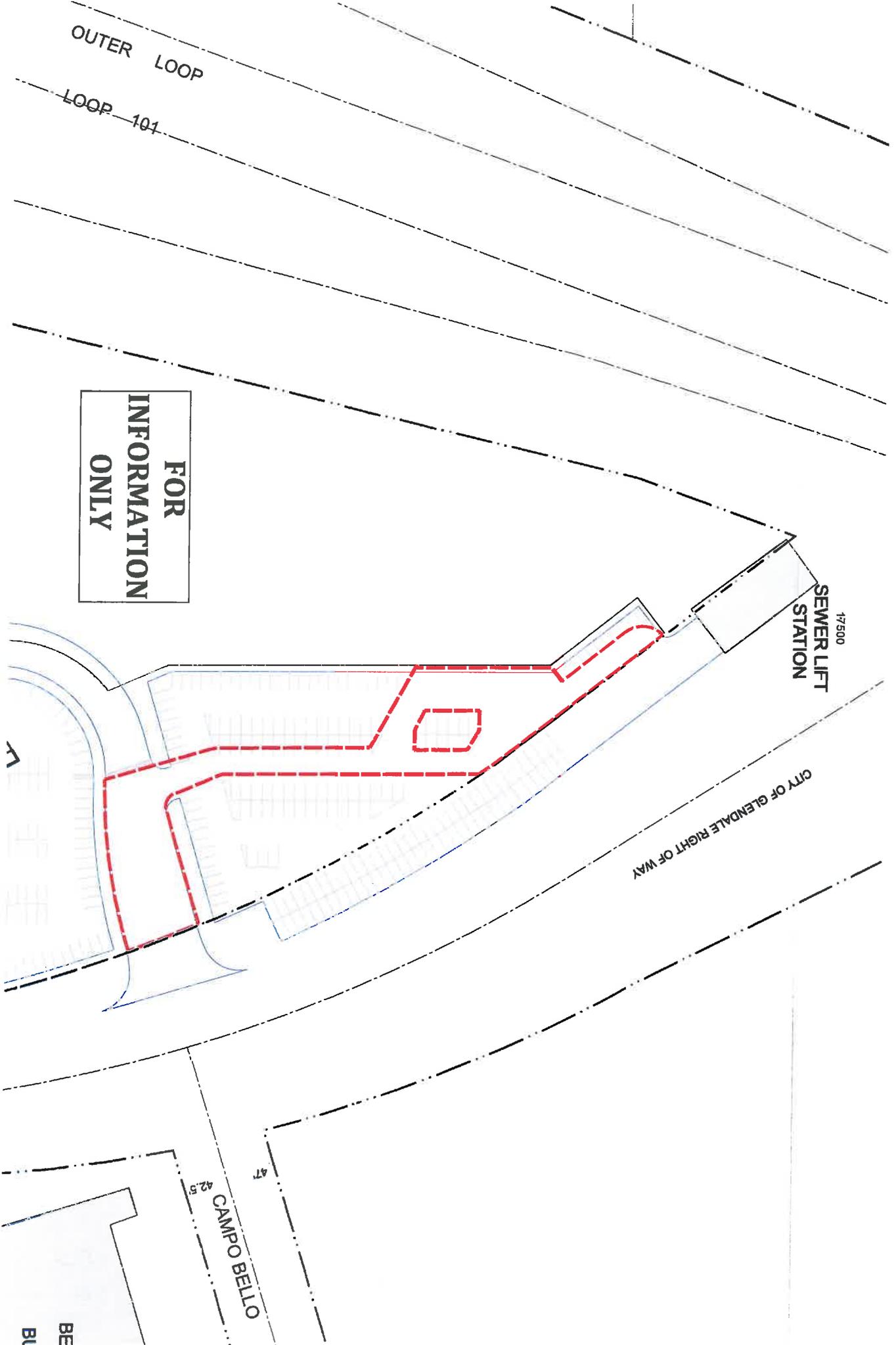
17500
SEWER LIFT
STATION

CITY OF GLENDALE RIGHT OF WAY

42.5
CAMPO BELLO

47

BE
BL





**83RD AVENUE SEWER LIFT STATION
ACCESS EASEMENT**



CITY COUNCIL REPORT

Meeting Date: **4/22/2014**
Meeting Type: **Voting**
Title: **ADOPT A RESOLUTION AUTHORIZING A TEMPORARY PARKING AGREEMENT WITH THE NEW WESTGATE, LLC FOR THE USE OF WESTGATE FINAL PLAT, LOT 5; AND A LIMITED WAIVER OF THE CITY'S RESCISSION RIGHTS PERTAINING TO WESTGATE FINAL PLAT, LOT 4**
Staff Contact: **Brian Friedman, Executive Director, Community & Economic Development
Cathy Colbath, Interim Executive Director, Transportation Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to approve a Temporary Parking Agreement with The New Westgate, LLC (TNW) for the purpose of securing temporary parking on Westgate Final Plat, Lot 5 and addressing TNW's interest in the conveyance of Westgate Final Plat, Lot 4; and, authorizing the City Manager to execute all required contract payments not to exceed \$95,000.

Background

The city has a contractual obligation with the Arizona Sports and Tourism Authority (AZSTA) and the Arizona Cardinals to provide a total of 11,000 parking spaces in and around the Sports and Entertainment District, with a minimum of 6,000 parking spaces to be provided within Westgate City Center. Until full build out of the Westgate Planned Area Development (PAD), it has always been the understanding of the parties involved that parking may need to be relocated within the Westgate Final Plat as necessary to accommodate new development while maintaining the minimum number of parking spaces required by all parties.

In 2012, with the construction of the Tanger Factory Outlet Mall, the city was required to identify replacement parking in order to meet the city's parking obligations. Staff negotiated with TNW for the use of Westgate Final Plat, Lot 5 generally located to the south of the southwest corner of Glendale and 91st Avenues. The city and TNW agreed to share the costs associated with constructing 1,679 temporary replacement parking spaces in order to meet the city's requirement to provide a minimum of 6,000 parking spaces within Westgate City Center. City Council subsequently approved Temporary Parking Agreements between the city and TNW for use of Westgate Final Plat, Lot 5 for fiscal years ending 2013 and 2014. The term of the most recent one-year Temporary Parking Agreement will expire on June 30, 2014.

TNW has assumed the interests of the previous owners of the Westgate Final Plat including rights and interests pertaining to the original Mixed-Use Development Agreement (C-4418, 11-29-2001), the First Amendment to the Mixed-Use Development Agreement (C-4418-1, 01-25-2011), and the Amended and Restated Agreement for the Replacement of Temporary Parking (C-5575-4, 01-25-



CITY COUNCIL REPORT

2011). One of the provisions of the First Amendment to the Mixed-Use Development Agreement gives TNW the right to request conveyance of Westgate Final Plat, Lot 4 from the city. This lot is currently owned and maintained by the city and is the lot located on the northern border of the Westgate property that contains the lake and fountain. The agreement also provided an option for the city to rescind the conveyance of Westgate Final Plat, Lot 4 pursuant to conditions of the agreement.

TNW has continued to express interest in acquiring Westgate Final Plat, Lot 4 for the purpose of additional development which is a continued right granted to TNW by the preceding agreements. However, the city's right to rescind the conveyance option has the potential to hinder TNW's development options.

Analysis

If approved by City Council, the new proposed agreement would extend the use of 1,679 temporary replacement parking spaces located on Westgate Final Plat, Lot 5 for an additional year expiring on June 30, 2015 allowing the city to fulfill contractual parking obligations with the other parties previously identified. In addition, at the request of TNW, the new proposed agreement waives the city's right to rescind TNW's conveyance option of Westgate Final Plat, Lot 4 for a limited duration. If TNW chooses to provide notice of intent to acquire Westgate Final Plat, Lot 4 from the city during the term of this agreement and subsequently executes the acquisition transaction within 24 months, the city agrees to permanently waive its rescission right; and, the city's operation and maintenance obligations pertaining to the property would be eliminated.

The execution of the new proposed agreement would accomplish three primary objectives:

1. Allows the city to fulfill contractual parking obligations for fiscal year ending 2015.
2. Provides TNW with the opportunity to identify a potential developer/development for Westgate Final Plat, Lot 4 without the cloud of a potential lot rescission for a limited duration.
3. Allows both the city and TNW to work towards addressing permanent or multi-year parking agreements/solutions to the benefit of all parties involved.

Previous Related Council Action

On March 26, 2013, City Council adopted a resolution authorizing the City Manager to enter into a Temporary Parking Agreement with TNW for the city's use of Westgate Final Plat Lot 5 making 1,679 parking spaces available for the city's use in meeting its parking obligations.



CITY COUNCIL REPORT

On May 22, 2012, the City Council adopted a resolution authorizing the City Manager to enter into a Temporary Parking Agreement with TNW for the city's use of Westgate Final Plat, Lot 5 to execute the construction of 1,679 parking spaces to be available for the city's use in meeting its parking obligations.

On January 25, 2011, the City Council adopted a resolution authorizing the City Manager to enter into First Amendment to the Mixed-Use Development Agreement with Coyote Center Development, LLC; Glendale-101 Development, LLC; and, Arena Development, LLC to address potential issues created as a result of the Phoenix Coyotes bankruptcy and certain real estate and development transactions and to encourage incremental economic development on the Westgate PAD. The resolution also authorized the City Manager to enter into the Amended and Restated Agreement for the Replacement of Temporary Parking with Coyote Center Development, LLC for the purpose of affirming parking improvement requirements to support the Arena and the city's contractual parking obligations.

On June 24, 2008, the City Council authorized the City Manager to enter into an Agreement for the Replacement of Temporary Parking with Coyote Center Development, LLC; Coyotes Hockey, LLC; Arena Management Group, LLC; Entertainment Center Development, LLC; and, Glendale Garage, LLC for the purpose of developing a new parking facility.

On September 28, 2004, the City Council adopted a resolution authorizing the City Manager to enter into a Memorandum of Agreement with the Arizona Cardinals and the AZSTA for the development of a multi-purpose stadium and related improvements.

On May 27, 2003, the City Council authorized the City Manager to enter into the Parking and License Agreement with Covenants, Conditions, and Restrictions with the Arizona Cardinals and the AZSTA for the purposes of identifying certain parking obligations related to the multi-purpose stadium. The agreement was later amended on August 15, 2005.

Budget and Financial Impacts

The estimated maximum costs associated with this contract are \$95,000; and, consistent with the two previous agreements, the city would reimburse TNW for the following costs incurred during the term of the agreement:

- Fifty percent (50%) of the cost of maintaining the 1,679 temporary parking spaces
- Fifty percent (50%) of all costs for portable temporary lighting fixtures used to light the 1,679 temporary parking spaces including maintenance and replacement cost of such lighting equipment and provision of fuel in the form of additional rent
- One-hundred percent (100%) of the cost associated with the real estate taxes on the property for Tax Year 2014



CITY COUNCIL REPORT

The costs associated with this agreement are budgeted in the proposed Fiscal Year 2014-15 Stadium - Transportation Operations budget.

Cost	Fund-Department-Account
\$95,000	1281-16840-518200, Stadium - Transportation Operations

Capital Expense? Yes No

Budgeted? Yes No

Requesting Budget or Appropriation Transfer? Yes No

If yes, where will the transfer be taken from?

Attachments

Resolution

Agreement

RESOLUTION NO. 4790 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AGREEMENT ENTITLED "TEMPORARY PARKING AGREEMENT" WITH THE NEW WESTGATE LLC FOR CERTAIN TEMPORARY PARKING RIGHTS AT WESTGATE; AND DIRECTING THAT THE DOCUMENT BE RECORDED.

WHEREAS, the City of Glendale entered into a Mixed-Use Development Agreement on November 29, 2001, which was recorded with the Maricopa County, Arizona Recorder as Instrument No. 2001-1155422 with Coyote Center Development, LLC and Glendale-101 Development, LLC.

WHEREAS, the City of Glendale entered into a First Amendment to Mixed-Use Development Agreement on January 25, 2011, which was recorded with the Maricopa County, Arizona Recorder as Instrument No. 20110086619 with Coyote Center Development, LLC, the successor of an Assignment and Assumption Agreement dated September 26, 2006.

WHEREAS, the City of Glendale finds that it is in the best interest of the City of Glendale and the citizens thereof that Section 4 of the First Amendment to Mixed-Use Development Agreement relating to the conveyance and first amendment rescission rights of the Lot 4 be limited pursuant to Section 6 of this Temporary Parking Agreement.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Temporary Parking Agreement for parking rights with The New Westgate, LLC be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said documents and any ancillary documents or agreements and to do all such acts required to implement the purpose and intent of the above-referenced agreement on behalf of the City of Glendale.

SECTION 3. That upon execution of the above-referenced agreement, the City Clerk is hereby directed to record the agreement with the Maricopa County Recorder's Office.

SECTION 4. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the document.

SECTION 5. Notice of A.R.S. § 38-511 is hereby given.

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

a_new westgate parking

TEMPORARY PARKING AGREEMENT

THIS TEMPORARY PARKING AGREEMENT (this "Agreement") is made and entered into effective as of _____, 2014, by and between the CITY OF GLENDALE, an Arizona municipal corporation (the "City"), and THE NEW WESTGATE LLC, a Delaware limited liability company ("TNW").

RECITALS

A. The City and Coyote Center Development, LLC, a Delaware limited liability company ("CCD") are parties to that certain Mixed-Use Development Agreement (the "MUDA") dated as of November 29, 2001, and recorded with the Maricopa County, Arizona Recorder as Instrument No. 2001-1155422, by and among the City, CCD and Glendale-101 Development, LLC, a Delaware limited liability company ("101"). Pursuant to an Assignment and Assumption Agreement dated as of September 26, 2006, CCD succeeded to the duties, rights, obligations and interest of 101 under the MUDA. The MUDA was amended by a First Amendment to Mixed-Use Development Agreement dated January 25, 2011 and recorded with the Maricopa County, Arizona Recorder as Instrument No. 20110086619 (the "First Amendment").

B. The MUDA provides, among other things, for the development by CCD (in its own capacity and as successor to 101 for purposes of the MUDA) of both the "Entertainment Project" and the "Retail/Residential Project", each as defined in the MUDA. The Entertainment Project and the Retail/Residential Project are collectively referred to in this Agreement as the "Westgate Project" or "Westgate" and are on Lots 1A, 1B, 2A, 2B, 2C, 3A, 3B, 3C, 5A, 5B, 5C, 5D, 5E, 5F, 6A, 6B-1, 6B-2, 11, 12A-1, 12B, 12C, 12D, 12E, 12F-2, 12G, 12H and Parcel B of Westgate, according to the plat thereof (the "Westgate Final Plat") recorded on May 2, 2005 in the Official Records of the Maricopa County, Arizona Recorder in Book 745, at Page 14 and as amended by minor land divisions (in this Agreement, all references to "Lot" or "Lots" shall be to the corresponding Lot or Lots shown on the Westgate Final Plat). Westgate is adjacent to the City-owned arena (the "Arena" as defined in the MUDA) that is now known as the Jobing.com Arena.

C. Section 4 of the First Amendment provides CCD with the right to require the City to convey the property identified as Lot 4 in the MUDA and depicted on Exhibit A hereto ("Lot 4") to CCD as though Lot 4 was a Conveyance Parcel (as that term was defined and used in the MUDA). Lot 4 is

D. Section 12 of the First Amendment further provides the City with a limited right to rescind the First Amendment subject to the satisfaction by CCD of certain conditions precedent as provided in Section 7 of the First Amendment.

E. The parties acknowledge and agree that the conditions precedent specified in Section 7 of the First Amendment were not satisfied and, due to the lapse of time and other intervening circumstances, are no longer capable of being satisfied.

F. Certain portions of Westgate have been previously conveyed by CCD to and developed by third parties in accordance with the MUDA.

G. By reason of certain foreclosures of deeds of trust by its constituent member entities, TNW has succeeded to the remaining interests of CCD in Westgate including, without limitation, its rights and interests under the First Amendment.

H. The City and CCD entered into an Agreement for the Replacement of Temporary Parking dated as of July 1, 2008 (the "2008 Temporary Parking Agreement"), which agreement was superseded in its entirety by an Amended and Restated Agreement for the Replacement of Temporary Parking effective as of January 25, 2011 (the "Restated Temporary Parking Agreement").

I. Other parties to the 2008 Temporary Parking Agreement were Coyotes Hockey, LLC, a Delaware limited liability company (the "Team"), Arena Management Group, LLC, a Delaware limited liability company ("Arena Manager"), and Glendale Garage LLC, an Arizona limited liability company ("Garage Developer"). The Team and the Arena Manager had the right to use and occupy the Arena pursuant to an Arena Management, Use and Lease Agreement dated as of November 29, 2001 (the "Arena Lease"). Pursuant to actions taken in the United States Bankruptcy Court, District of Arizona in connection with the voluntary petitions for relief under Chapter 11 of the Bankruptcy Code filed by the Team and Arena Manager on May 5, 2009 (Case Nos. 2:09-bk-09491-RTB and 2:09-bk-09495-RTB, which cases are being jointly administered with the Chapter 11 bankruptcy proceedings of Dewey Ranch Hockey, LLC (Case No. 2:09-bk-09488-RTBP) and Coyotes Holdings, LLC (Case No. 2:09-bk-09500-RTB) under Case No. 2:09-bk-09488-RTBP), the Team and Arena Manager rejected the Arena Lease and the 2008 Temporary Parking Agreement and no longer have any right, title or interest in, or liability under, either such agreement. Garage Developer was never created as a legal entity, and accordingly the 2008 Temporary Parking Agreement never became effective as to Garage Developer.

J. The City and TNW previously entered into Temporary Parking Agreements effective May 22, 2013 through June 30, 2013 and July 1, 2013 through June 30, 2014 so that the City may comply with certain obligations it has with non-parties to this Agreement.

K. The City has requested that TNW enter into this Agreement so that the City may comply with certain obligations it has with non-parties to this Agreement.

L. TNW has agreed to enter into this Agreement with the City for certain temporary parking rights and obligations in consideration of the agreements, acknowledgements and payments being made by the City under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, agreements and obligations contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals and Defined Terms.** The City and TNW confirm the accuracy of the foregoing Recitals, which are incorporated into and comprise part of this Agreement. In addition to the terms defined in other sections of this Agreement, for the purposes of this Agreement the following terms shall be defined as follows:

- (a) "Arena Events" means any revenue or non-revenue producing sports, entertainment, cultural or civic event or other activity (including related event set-up and take down) which is either (i) presented or held in the bowl (main seating) portion of the inside Arena facility, or (ii) presented or held in any other portion of the inside Arena facility in a manner that precludes the use of the bowl (main seating) portion of the inside Arena facility for other events or activities.
- (b) "Mega Event" means a Super Bowl game, a Fiesta Bowl game, any other college bowl game, an NCAA Final Four basketball tournament game, a World Cup soccer game or a national political party convention.
- (c) "Stadium" means the University of Phoenix Stadium where the Arizona Cardinals home football games are played.
- (d) "Large Stadium Non-Mega Event" means an event at the Stadium that the Stadium manager anticipates attendance will be greater than 40,000.
- (e) "Stadium Events" means any professional football game, Mega Event or Large Stadium Non-Mega Event at the Stadium.

2. **Council Approval; and Conditions Precedent.** This Agreement shall be effective and binding upon the parties and irrevocable only upon execution by all parties, and final approval by the City Council. The parties acknowledge and agree that City Council approval of this Agreement is within the sole and absolute discretion of the City Council.

3. **Term.** This term of this Agreement shall commence on July 1, 2014 and shall expire on June 30, 2015. Notwithstanding the foregoing and except only with respect to Section 6 of this Agreement below, this Agreement shall not be effective and shall not apply on Sunday, February 1, 2015, a date for which the parties have previously contracted for alternative arrangements and terms.

4. **Parking.**

a. **Generally.** TNW will provide a total of 1679 temporary parking spaces (the “1679 Temporary Spaces”) to the City at no charge to the City for Arena Events and Stadium Events. The 1679 Temporary Spaces will be located on the property identified on the attached Exhibit B.

b. **Lighting.** Subject to the City’s payment obligations in Section 4.e. of this Agreement below, TNW shall provide and maintain the lighting, including the provision of fuel for such lighting, for the 1679 Temporary Spaces via the portable temporary lighting equipment that currently exists on the Property. No permanent lighting, landscaping or signage will be required by the City or provided by TNW as part of the 1679 Temporary Spaces and/or this Agreement.

c. **Maintenance.** Subject to the City’s obligations set forth in Sections 4.d. and 4.e. below, TNW shall have the right to use and be responsible for repair, maintenance and operation of the 1679 Temporary Spaces.

d. **Operations.**

i. *Parking Revenue.* The City, or entities associated with Stadium Events (the “Stadium Entities”), shall be entitled to impose parking charges and retain the revenue therefrom for the use of the 1679 Temporary Spaces during Arena Events or Stadium Events. The City or Stadium Entities may contract with a parking operator to collect such revenue on these entities behalf. Notwithstanding the foregoing, TNW may charge parking charges and retain all of the revenue therefrom for any parking on the Property that is not otherwise exclusively dedicated to Arena Events or Stadium Events. TNW also may impose parking charges and retain all of the revenue therefrom at any and all times on any other property owned by TNW.

ii. *Event Parking Support.* City shall be, or shall cause the Stadium Entities to be, responsible to provide, at its cost and coordination, all traffic control, parking control, security, portable restroom facilities and any other necessary services or equipment for Arena Events and Stadium Events and to support the parking for such games/events. During the term of this Agreement, the City shall, at no cost or expense to TNW, obtain and maintain (or cause to be obtained and maintained) in full force and effect with respect to such temporary parking spaces, parking operator liability insurance meeting the requirements set forth on Exhibit C attached hereto with respect to the use of the 1679 Temporary Spaces by the City whether or not in accordance with the Agreement.

iii. *Refuse and clean up.* City shall, or shall cause the Stadium Entities to, provide and pay for all refuse services and clean-up of the Property after Arena Events and Stadium Events.

e. **City Payment Obligations.** In addition to those obligations that the City is solely financially responsible for as set forth in Sections 4d.(ii) and 4d.(iii) above,

i. City agrees to reimburse TNW for Fifty Percent (50%) of the costs of maintaining the 1679 Temporary Spaces during the Term; and

ii. City shall pay to TNW as additional rent an amount equal to Fifty Percent (50%) of all costs of the portable temporary lighting fixtures used to light the 1679 Temporary Spaces, including maintenance and replacement costs of such lighting equipment and provision of fuel, but excluding the original purchase price of the existing temporary lighting fixtures.

iii. City agrees to reimburse TNW for One Hundred Percent (100%) of the cost of the real estate taxes on the Property for Tax Year 2014. TNW shall pay the taxes that will be due on October 1, 2014 and March 1, 2015 for the Property and the City shall reimburse TNW for One Hundred Percent (100%) of the amount paid for such taxes within Fifteen (15) days of receipt by the City of evidence of payment of such taxes by TNW. If reasonably requested by City, TNW, at the City's sole cost and expense, shall cooperate with City to appeal the assessment of real property taxes on the Property for Tax Year 2014. TNW, at City's sole cost and expense, shall prosecute such appeal. The City shall be responsible for reimbursing TNW for all of TNW's costs and fees relating to such appeal from Tax Year 2014 assessments including without limitation, any reasonable attorneys' fees.

iv. In addition to City's payment obligations under this Agreement, City shall pay all taxes (including, but not limited to any and all sales, rent, privilege or excise taxes) owed on the rent payments made under this Agreement.

f. **Timing of City's Payment Obligations.** Not more frequently than once a month, the City shall reimburse TNW for costs and expenses advanced by TNW as set forth in Sections 4.e. above or otherwise in this Agreement within fifteen (15) days of receipt by City of evidence of such costs and expenses.

g. **City's Failure to Make its Payment Obligations.** In addition to all other remedies available under this Agreement and under applicable law, and notwithstanding anything to the contrary in this Agreement, if the City is in default of its payment and other obligations under this Agreement and such default continues for more than 5 days after receiving written notice from TNW of such default pursuant to Section 13 of this Agreement, notwithstanding anything to the contrary in Section 4(e) above, the City shall pay TNW (1) One Hundred Percent (100%) of the costs of maintaining the 1679 Temporary Spaces during the Term, and (2), as additional rent, One Hundred Percent (100%) of all costs of the portable temporary lighting fixtures used to light the 1679 Temporary Spaces, including maintenance and replacement costs of such lighting equipment and provision of fuel.

5. **City Acknowledgements of TNW Parking Obligations During Arena Events.** If and to the extent any of the various agreements relating to parking at Westgate are enforceable against TNW (which TNW does not concede), TNW and City hereby acknowledge and agree that;

a. **TNW is in compliance with Agreements.** Notwithstanding anything to the contrary contained in any previous agreements involving Westgate, TNW and its

predecessors in interest have through the date of this Agreement fully and completely satisfied any and all requirements under such agreements and there exists no breach, default or event of default by TNW or its predecessors in interest, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by TNW or its predecessors in interest under any previous parking agreements involving Westgate.

b. **Temporary Permissible Parking Areas.** The temporary permissible parking areas as addressed under the MUDA as amended by the First Amendment, and/or as addressed by any other agreement related to Westgate, are hereby defined as follows: Any area south of Glendale Avenue, west of 91st Avenue, east of the 101 Freeway, and north of Maryland Avenue. This Section 5 (b) shall survive the expiration or earlier termination of this Agreement.

c. **Event Overlap.** On those dates when events are occurring at both the Arena and the Stadium, the 1679 Temporary Spaces are dedicated to the Arena only and TNW shall have no requirement to provide any parking spaces for the Stadium event.

d. **TNW Parking Charges.** TNW may or may not impose, at its sole and absolute discretion, parking charges for parking on any of its property that is not otherwise exclusively dedicated for Arena Events or professional football games or Mega Events at the Stadium in accordance with this Agreement. All such parking revenues shall belong exclusively to TNW. This Section 5 (d) shall survive the expiration or earlier termination of this Agreement.

e. **TNW Rights.** Other than during Arena Events or professional football games and Mega Events at the Stadium, TNW has full control of the Property including any use for revenue-generating events at any time except during Stadium Events and Arena Events. At all times, TNW shall have full control of all Westgate property owned by TNW (other than the Property), including any use for revenue-generating events. Notwithstanding the foregoing, TNW may not charge revenue for parking spaces on Westgate property owned by TNW (other than the Property) during Arena Events except to the extent parking charges are pursuant to any tenant leases within Westgate.

f. **Parking Negotiations and Agreements.** City shall promptly notify TNW of any negotiations with any potential buyer of the Phoenix Coyotes, the arena management company, the Arizona Cardinals, the Arizona Sports and Tourism Authority or any other entity that refers or relates to any parking rights within Westgate. In addition, the City shall promptly provide TNW with a copy of any parking agreement that refers or relates to Westgate and that is being considered by the City prior to the City approving and/or executing such parking agreement

The City agrees and covenants that it will not take any action contrary to the above agreements and acknowledgements and that such agreements and acknowledgements are a material part of the consideration for TNW to enter into this Agreement.

6. **City's Limited Waiver of First Amendment Rescission Rights.** As further and additional consideration for TNW's entry of this Agreement, during the Term of this Agreement, the City waives its right to rescind the First Amendment pursuant Section 12 thereof or otherwise

enforce any rights or claims against TNW, as successor to CCD, arising under or in connection with Section 7 of the First Amendment (collectively, the "Temporary Waivers"). If at any time during the Term of this Agreement TNW acquires Lot 4 from the City pursuant to the First Amendment or otherwise elects to acquire Lot 4 during the Term but is delayed in completing the acquisition prior to the expiration of the Term, either by the City or for any other reason outside of TNW's reasonable control, and actually acquires Lot 4 within one year after the expiration of this Agreement or within one year after the delay by the City, if any, has been remedied, the City's Limited Waivers shall thereafter be deemed permanent and forever irrevocable and shall survive the termination of this Agreement. Thereafter, TNW may, but shall not be required to, prepare and record a Memorandum of Amendment reflecting that the City's rights to rescind the First Amendment pursuant to Section 12 thereof or otherwise enforce any obligations of TNW as successor to CCD under Section 7 thereof have been forever waived. The City covenants to execute such Memoranda upon presentation by TNW and without delay. Notwithstanding anything to the contrary, if TNW has not actually acquired Lot 4 pursuant to the terms of this Section, then this Section shall be null and void ab initio and unenforceable.

7. **Enforcement.** This Agreement shall be governed by, and construed and enforced in all respects in accordance with, the laws of the State of Arizona. The parties hereto hereby consent to the exclusive jurisdiction of any state or federal court located within Maricopa County, Arizona in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement. The parties hereto waive (a) the defense of *forum non conveniens* with respect to any matter arising in connection with this Agreement and (b) any defense or claim of sovereign immunity or any similar defense or claim.

8. **Attorneys' Fees.** In the event of any controversy, claim or dispute between or among the parties arising from or relating to this Agreement, the prevailing party(ies) shall be entitled to recover reasonable costs, expenses and attorneys' fees. For all purposes of this Agreement, the terms "attorneys' fees" or "counsel fees" shall be deemed to include paralegals and legal assistants' fees, and wherever provision is made in this Agreement for the payment of attorneys' or counsel's fees or expenses, such provision shall include, but not be limited to, such fees and expenses incurred in any and all judicial, bankruptcy, reorganization, administrative or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

9. **Amendment; Waiver.** No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties with the same formality as this Agreement. The failure of any party to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, and the same shall continue in full force and effect. No waiver by either party of any covenant, agreement, term, provision or condition shall be deemed to have been made unless set forth in writing and signed by the appropriate official or officer of such party.

10. **Severability.** If any section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be held or determined to be invalid or unenforceable, then the remainder of such section, subsection, term or provision, or the application thereof to parties or circumstances other than those to which it is held or determined to be invalid, shall not be affected thereby, and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the City and TNW and their respective successors and assigns.

12. **Relationship of Parties.** No partnership or joint venture between the parties is established, or intended to be established, by this Agreement.

13. **Notices.** All notices, demands, consents, approvals, and other communications to be given under this Agreement shall be in writing, and shall be deemed effective upon (i) receipt of hand-delivered or overnight courier service, or (ii) delivery or date of refusal of delivery if sent by U.S. mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To the City:
City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

With copy to:
City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

To TNW:
The New Westgate LLC
c/o iStar Financial
10960 Wilshire Boulevard, Suite 1260
Los Angeles, CA 90024
Attention: David Sotolov

With copy to:
Patrick A. Clisham
Engelman Berger, P.C.
3636 North Central Ave, Suite 700
Phoenix, AZ 85012

Any party may from time-to-time, by written notice to the other parties given in the manner described in this Section 13, change the address to which communications to such party pursuant to this Agreement are to be sent, or designate one or more persons to whom such communications are to be sent.

14. **Time is of the Essence.** Time is of the essence of this Agreement and every term or performance hereunder.

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

16. **Statutory Conflict Provision.** This Agreement is subject to cancellation under the provisions of A.R.S. § 38-511.

17. **Saturday, Sunday or Holiday.** If the date, or the final day for any period, provided in this Agreement for the performance of any obligation or the taking of any other action hereunder falls on a day that is a Saturday, Sunday or holiday in the State of Arizona, then the date by which such obligation shall be performed or such action shall be taken shall be the first date following such Saturday, Sunday or holiday which is not a Saturday, Sunday or holiday.

18. **Interpretation.** Each of the parties has been represented by legal counsel in the negotiation of this Agreement. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its provisions and terms, and shall not be construed in favor of, or against, either party, regardless of which party may have proposed or drafted any of its provisions or terms.

19. **Governmental Authority.** Nothing in this Agreement is intended to limit the City's government authority in the exercise its police powers and, unless expressly waived herein, all City ordinances and regulations remain fully applicable.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:

CITY OF GLENDALE, a municipal corporation

Dated: _____

By: _____

Name: Brenda S. Fischer

Title: City Manager

Approved as to form:

Michael D. Bailey, City Attorney

Attestation:

Pam Hanna, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TNW:

THE NEW WESTGATE LLC, a Delaware limited liability company

Dated: 4/7/14

By: SFI Westgate City Center – Glendale LLC,
a Delaware limited liability company
Its: Managing Member

By: David Sotolov
Name: David Sotolov
Title: Senior Vice President

JURAT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

Subscribed and sworn to (or affirmed) on this 7th day of April 2014 by David Sotolov who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature Gwendolyn Kelly
Notary

(Seal)

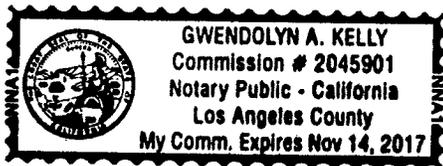


EXHIBIT B

Temporary Parking Property

- (1) **Lot 5(a) of Westgate Plat. APN 102-01-022. Approximately 498,191 Square Feet of land area**
- (2) **Lot 5(f) of Westgate Plat. APN 102-01-027. Approximately 29,060 Square Feet of land area**

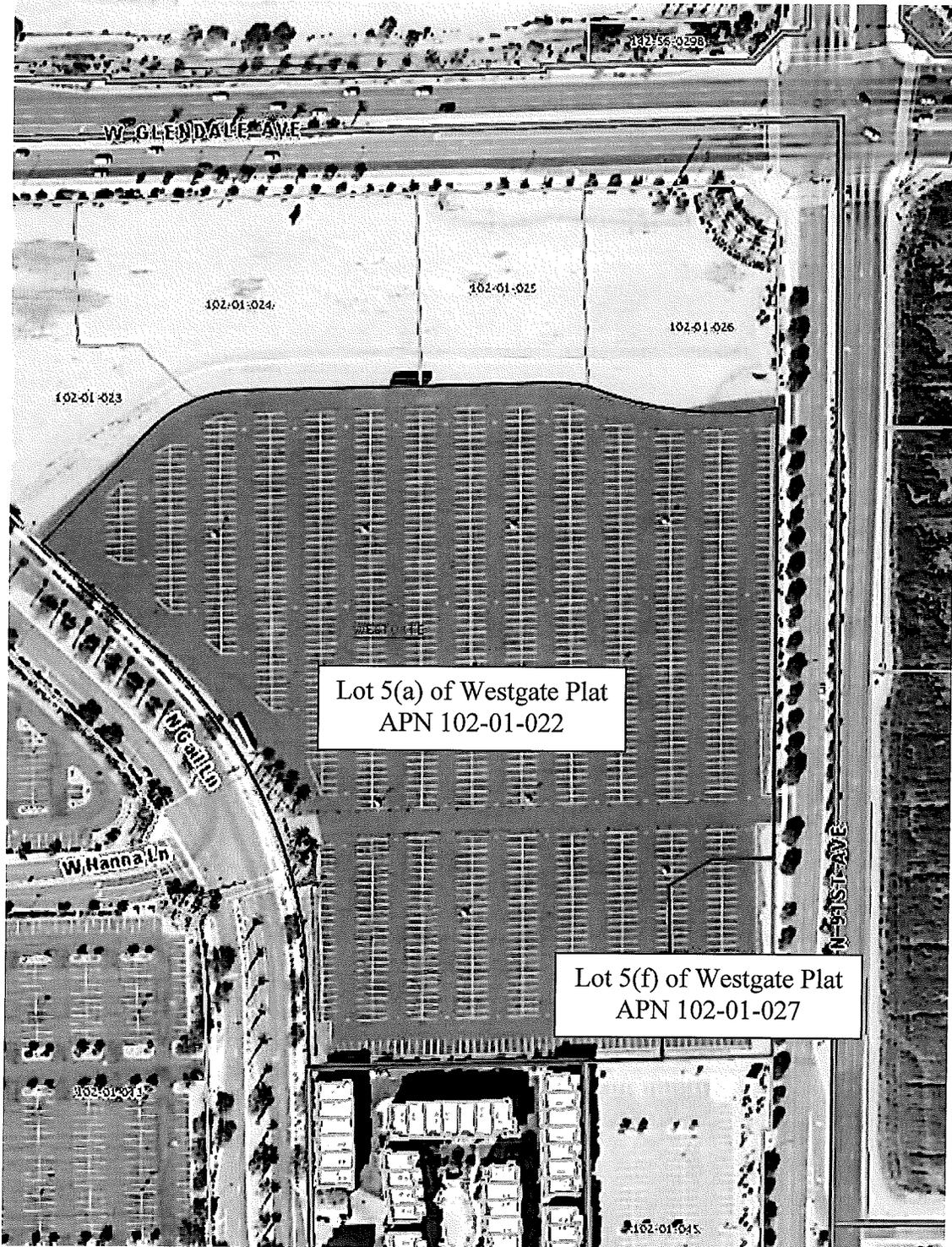


EXHIBIT C
Insurance Requirements

City shall maintain, at its sole expense, the following types of insurance coverage.

1. Workers' Compensation Insurance as required by law.
2. Commercial General liability Insurance against any and all damages and liability, including attorneys' fees on account of or arising out of injuries to or the death of any person or damages to the property, however occasioned arising out of or in any way related to City's use of the Property with at least a single combined liability and property damage limit of One Million and No/100 Dollars (\$1,000,000.00), which policy maintained by City shall name TNW as an additional insured.

Each policy shall (a) be issued by insurance companies licensed to do business in the State of Arizona, and acceptable to TNW, (b) name the parties listed below and their respective affiliates, officers, directors, employees, agents and assigns as additional insured's, (c) be primary and noncontributing with respect to any coverage that TNW may carry and the Certificate of Insurance must contain the following statement (by attachment, if necessary): 'This insurance shall be primary and non-contributing with respect to any coverage that Licensor may carry for losses arising out of the Named Insured's operations.', (d) provide that it shall not be canceled without thirty (30) days prior written notice to the other party, and (e) be endorsed to provide that Licensee's and Licensor's underwriters and insurance companies shall not have any right of subrogation against the other party. An original copy of the insurance certificate shall be given to Licensor prior to the commencement of the License Term. The obligations contained in this Exhibit are separate and distinct from all other obligations set forth in this Agreement, and are in no way intended to merely support Licensee's duty to indemnify set forth in this Agreement.

3. Each requirement above may be satisfied by the City's self-insurance reserve.

Additional Insured Parties:

- 1) The New Westgate LLC
10960 Wilshire Boulevard, Suite 1260
Los Angeles, CA 90024
- 2) SFI Westgate City Center- Glendale LLC
c/o iStar Asset Services, Inc.
P.O. Box 3040
Garden Grove, California
92842-3040
- 3) iStar Financial Inc., and its subsidiaries, successors & assigns
c/o iStar Asset Services, Inc.
P.O. Box 3040
Garden Grove, California
92842-3040
- 4) Teetsel Properties, LLC
2415 East Camelback Road
Suite 700
Phoenix, Arizona
85016

- 5) Vestar Properties, Inc.
2425 East Camelback Road
Suite 750
Phoenix, Arizona
85016

- 6) CCD Equity Partners LLC
c/o Solus Alternative Asset Management LP
410 Park Avenue
New York, NY 10022
Attn: Francis Blair